

SAFE HARBOR MATCHING CONTRIBUTION NOTICE

Plan Name: Chipotle Mexican Grill, Inc. 401(k) Plan

(the "Plan")

Your employer has elected to make Safe Harbor Matching Contributions to eligible Participants in accordance with statutory requirements. This notice describes the Safe Harbor Matching Contribution and how you become eligible to receive this contribution.

Safe Harbor Matching Contributions will be made for the Plan Year beginning January 1, 2026, and will continue to be made unless the Plan is amended or terminated. Capitalized and certain other terms not defined within this notice may be defined or described in the Plan's Summary Plan Description (SPD).

Your employer may amend the Plan, at any time during the Plan Year, to reduce or eliminate the Safe Harbor Matching Contribution. If your employer amends the Plan to reduce or eliminate the Safe Harbor Matching Contribution during the Plan Year, then the Plan Administrator will provide a supplemental notice to participants and the suspension or reduction will not apply until at least 30 days after that notice is provided.

Safe Harbor Matching Contribution Eligibility

Your employer will make a Safe Harbor Matching Contribution to:

- all eligible Participants

To be eligible, you must also meet the Plan's age, Eligibility Service, and Entry Date requirements for making Deferral Contributions and be part of a class of Employees eligible to participate in the Plan. You will be entitled to receive the Safe Harbor Matching Contribution if you make Deferral Contributions to the Plan during the Plan Year.

Eligible Compensation for Safe Harbor Matching Contributions and Deferrals

Generally, Compensation for computing the Safe Harbor Matching Contribution is your taxable compensation for the Plan Year reportable by your employer on your IRS Form W-2, however, the following are excluded:

- Taxable value of employer stock options granted to you by your employer
- Reimbursements or other expense allowances
- Fringe benefits
- Moving expenses
- Deferred compensation
- Welfare benefits
- Salary continuation payments received while the Employee is engaged in qualified military service; Salary continuation payments for disabled participants; Any bonus that is not classified by the Employer as a "core bonus" (e.g., exclude any staff miscellaneous bonus, productivity bonus, referral bonus, retention bonus, service recognition award, long term incentive bonus); Pay premium codes are excluded as fringe benefits under Section (3) and are also hereby explicitly excluded, except that paid breaks meal/rest breaks and the Hours Worked Premium code are included; The deferred compensation exclusion in Section (5) includes an exclusion for any taxable restricted stock units or similar items of compensation and are also hereby explicitly excluded.

Compensation under the Plan is limited to the applicable dollar limit in effect for the Plan Year. Compensation for your first year of eligible Plan participation will be measured for the portion of your initial Plan Year that you are eligible.

You can elect to contribute a portion of your Compensation as a Deferral or Roth Deferral Contribution to the Plan by contacting Fidelity Investments. When you request a change to your Deferral election it is generally updated as soon as administratively feasible at the beginning of every payroll. In addition, you can suspend your Deferral Contributions at any time. The amount you defer is limited to the lesser of 75% of your compensation for the Plan Year or the annual IRS limit. If you will be age 50 or older during the taxable year, you may exceed these limitations to the extent allowed under your Plan.

Safe Harbor Matching Contribution Formula

Standard Matching Formula: Your employer will make a Matching Contribution to your Account based on your Deferral Contributions in an amount equal to 100% of the first 3% of your Compensation that you contribute to the Plan and 50% of the next 2% of your Compensation that you contribute to the Plan for each Plan Year ("Contribution Period").

Example: Your Compensation for the Contribution Period is \$10,000 and you contribute 6% (\$600) of it to the Plan as Deferral Contributions. You will receive Safe Harbor Matching Contributions of \$400 calculated as follows:

Compensation Contributed to the Plan

First 3% (\$10,000 x 3%) = \$300
 Next 2% (\$10,000 x 2%) = \$200
 Amount above 5%: (\$10,000 x 1%) = \$100

Total**Safe Harbor Matching
Contribution Formula**

100%
 50%
 0%

Contribution Amount

\$300 x 100% = \$300
 \$200 x 50% = \$100
 \$100 x 0% = \$ 0

\$ 400***Vesting and Withdrawal of Safe Harbor Matching Contributions***

Safe Harbor Matching Contributions are always 100% vested and non-forfeitable. They may only be withdrawn from your Account upon death, attainment of the Plan's normal retirement age (65), attainment of age 59 ½, termination of employment, or plan termination if no successor plan is established.

Additional Contributions Available Under the Plan

In addition to the Safe Harbor contributions described above, the Plan provides other contributions as described below. Generally contributions may be withdrawn upon death, attainment of the Plan's normal retirement age (65), termination of employment, or plan termination if no successor plan is established. Employees who become eligible to participate in the plan due to the long-term part-time rules under the SECURE Act are not eligible for Employer Contributions.

Deferral and Roth Deferral Contributions

Vesting Schedule

Always 100% vested and non-forfeitable.

Employee Rollover Contributions

Vesting Schedule

Rollover from another qualified retirement plan
 Always 100% vested and non-forfeitable.

Discretionary Nonelective Contributions

Vesting Schedule

0-1 0% /1-2 0% /2-3 20% /3-4 40% /4-5 60% /5-6 80%
 /6+ 100%

Additional Matching Employer Contributions

(Discretionary)

Vesting Schedule

Qualified Nonelective Contributions

Vesting Schedule

Always 100% vested and non-forfeitable.

Withdrawals Available Under the Plan

Generally contributions may be withdrawn upon death, termination of employment, or plan termination if no successor plan is established. Withdrawals from the plan while still employed may be available, if you qualify. Not all contribution types are available for all withdrawals, and certain withdrawals may incur a suspension period under which you may not contribute to the Plan. Further information about in-service withdrawals may be found in the In-Service Withdrawals Section of your SPD. Generally withdrawals made before age 59 ½ are subject to a 10% additional tax; you can learn more about the extra tax in IRS Publication 575, Pension and Annuity Income.

- **Age 59 ½ Withdrawal:** If you have reached 59 ½ years of age, you may withdraw all or a portion of your entire vested Account.
- **Rollover Contribution Withdrawal:** If you have made Rollover Contributions then you may elect to withdraw all or a portion of those Contributions. There is no limit on the number of withdrawals of this type.
- **Hardship withdrawal:** Hardship withdrawals must be for a specified need – for qualifying medical expenses, costs related to your principal residence (purchasing of, preventing eviction from or foreclosure on your principal residence, or repairing qualifying damages to such principal residence), qualifying post-secondary education expenses, qualifying burial or funeral expenses, or expenses and/or losses (including loss of income) for qualifying disasters. You must take other available withdrawals from all plans under the employer or any related employer before you can take a hardship. Please see the SPD or other available Plan information for additional details and requirements. Types of contributions available for hardship withdrawals are: Deferral, Profit Sharing, Additional Matching Employer and Qualified Nonelective.
- **Qualified Reservist Distribution:** If you have been called to active military duty for more than 179 days or for an indefinite period, you may elect to withdraw your Deferral Contributions. You may also elect to repay the distribution to an IRA within two years after the end of your active duty period.
- **Other Withdrawals:** In-service withdrawals from these specified Accounts shall be available to you if you satisfy the applicable requirements: In-service withdrawals of all sub-accounts are permitted upon a Participant who is still

an Employee upon becoming disabled. For purposes of applying the provisions of this in-service withdrawal only, a Participant is considered disabled if they meet the following requirement: such Participant is determined by eligibility for Social Security disability benefits or eligibility for benefits under the Employer's long-term disability plan.

- Loans from your vested Account balance may be available if you qualify. You can obtain more information about loans in the Plan's Loan Procedures supplied by the Plan Administrator.
- Withdrawal for Participants Performing Qualified Military Service: If you are performing Qualified Military Service, you may elect to withdraw during your active duty period. You will be suspended from making any contributions for 6 months following the distribution.

Other Information

More information about the contributions made pursuant to the Plan or a copy of the most current Summary Plan Description (SPD) can be obtained by contacting Fidelity or:

Daniel Banks
610 Newport Center Drive, Suite 1100
Newport Beach, CA 92660
(949) 524- 4113
d.banks@chipotle.com

The information contained herein has been provided by the Plan Administrator.

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