

**Chipotle Mexican Grill, Inc.
401(k) Plan**

Table of Contents

Introduction.....	3
Important Information About the Plan.....	4
Joining the Plan.....	5
Contributions to the Plan.....	7
Managing Your Account.....	12
Ownership of Your Account (Vesting)	14
Withdrawals.....	17
Loans	18
Benefits	21
Taxes of Distributions	23
Distribution Claim Procedures.....	24
Legal Rights.....	25
Additional Information.....	27

Introduction

The Chipotle Mexican Grill, Inc. 401(k) Plan ("Plan") was established effective as of October 13, 2006 to provide you with greater financial security. The Plan is known as a defined contribution 401(k) plan. It has been established to help you provide for your future financial security through a combination of personal savings, current tax savings and contributions made by your Employer.

This Plan offers you an easy way to save for your retirement using pre-tax contributions which are directly deducted from your paycheck. Neither the amount you choose to save, nor the earnings on those savings, is subject to federal taxation until you withdraw them from the Plan.

This Summary Plan Description -- or SPD -- will explain how the Plan works. It describes your benefits and rights under the Plan, as it was amended and restated, effective as of March 1, 2010.

This SPD is only a summary of your benefits and rights under the Plan. It is important that you understand that it cannot cover all of the details of the Plan or how the rules of the Plan apply to every person, in every situation. You can find the specific rules of the Plan in the Plan document, which you may request from your Plan Administrator.

Every effort has been made to accurately describe the Plan. If you find a difference between the information in this SPD and the information in the Plan document, your benefits will be determined based on the information found in the Plan document.

If in reading this SPD or the Plan document you find you have questions concerning your benefits under the Plan, please contact your Plan Administrator or Diversified Investment Advisors.

Important Information About the Plan

Plan Sponsor:	Chipotle Mexican Grill, Inc. ("Employer") 1401 Wynkoop Street Denver, CO 80202 303-595-4000 EIN: 84-1219301
Plan Name:	Chipotle Mexican Grill, Inc. 401(k) Plan
Plan Number:	002
Plan Effective Date:	The Plan was originally effective as of October 13, 2006. This SPD describes the Plan as amended and restated effective as of March 1, 2010.
Plan Year:	January 1st - December 31st
Plan Administrator:	Chipotle Mexican Grill, Inc. 1401 Wynkoop Street Denver, CO 80202 303-390-5647
Plan Trustee:	State Street P.O. BOX 9130 Boston, MA 02117-9130 617-330-6700
Agent for Service of Legal Process*:	Chipotle Mexican Grill, Inc. 1401 Wynkoop Street Denver, CO 80202 303-595-4000

*Service of legal process may be made upon the Plan Trustee, if applicable, or the Plan Administrator.

Plan Funding: All assets of the Plan are held in trust. The trust fund established by the Plan Trustee will be the funding medium used for the accumulation of assets from which benefits will be distributed.

Plan Recordkeeper: Diversified Investment Advisors ("Diversified")
440 Mamaroneck Avenue
Harrison, NY 10528

Joining the Plan

May I join the Plan?

Provided you are not an excluded employee, you may join the plan once you satisfy the Plan's eligibility requirements described below.

You may not join the Plan if you are an excluded employee. You are an excluded employee if you are an independent contractor, any employee who is not employed on the US payroll of the Employer, any employee who performs services for the Employer in a job classification not categorized as an Employee on the books and records of the Employer, any employee who does not provide the Employer with pertinent identifying information including a valid Social Security number, a Highly Compensated Employee with less than one Year of Service, a leased employee, or a non-resident alien.

What happens if I become an excluded employee?

If you become an excluded employee, you will no longer be allowed to make or receive additional contributions under the Plan. You will, however, still have the ability to manage your account and keep certain rights and benefits.

When can I become a participant in the Plan?

You may become a participant on the first day of the month coinciding with or next following your completion of one month of service for any employee who is salaried (staff, executive or store manager), and regularly scheduled to work at least 20 hours per week for purposes of elective deferrals and one year of service for purposes of receiving matching contributions.

If as a salaried employee, you become an hourly employee, you can continue to make elective deferrals, even if you did not complete the Year of Service requirement – under this circumstance, elective deferrals will not be matched until you have completed one year of service.

All other eligible employees must complete one Year of Service in order to be eligible to make and/or receive any contributions under the Plan.

If you are a rehired employee, or you are returning from a qualified military service leave, and you were previously a participant in the Plan, you may join the Plan on your rehire date.

If you are a rehired employee, and you were not previously a participant in the Plan, your Plan Administrator will determine the date you may enter the Plan.

NOTE: Service with certain predecessor organizations will be counted when determining whether you completed the service requirement. These predecessor organizations are as follows: McDonalds Corporation (if employee transferred prior to 10/13/06); Boston Market Corporation (if employee transferred prior to 10/13/06); Chipotle Mexican Grill Service Co., LLC; Chipotle Mexican Grill U.S. Finance Co., LLC; Chipotle Mexican Grill of Colorado, LLC; Chipotle Mexican Grill of Kansas, LLC; Chipotle Mexican Grill of Maryland, LLC; Chipotle Mexican Grill of Berwyn Heights, LLC; Chipotle Mexican Grill of Prince Georges, LLC; Chipotle Mexican Grill Texas Holdings, LLC; Chipotle Texas, LLC; CMG-Preston Forest Club, Inc.; CMG-Central Expressway Club, Inc.; CMG-Westchester Club, Inc.; CMGGC, LLC; Chipotle Mexican Grill, Fair Hills #0047; Chipotle Mexican Grill, University of Dayton #0126; Chipotle Mexican Grill, Lee's Summit #0243; Chipotle Mexican Grill, Beaver Creek #283; Chipotle Mexican Grill, Centerville #0331; Chipotle Mexican Grill, Independence #0395; Chipotle Mexican Grill, Algonquin #0399; or Chipotle Mexican Grill, Rockford #0483.

To complete a year of service, you must have worked 1,000 hours of service during an eligibility period. The first eligibility period is the 12-month period beginning on your date of hire. Subsequent eligibility periods are based on the Plan Year (see "Important Information" for definition of "Plan Year").

Only those hours for which you are paid or for which you are entitled to be paid (for example: vacations, holidays and sick days) can be counted to reach the required 1,000 hours of service. However, if you go on a qualified military service leave, such period of leave will be counted when determining hours of service.

How do I become a participant in the Plan?

You will become a participant in the Plan for purposes of receiving Employer contributions upon meeting the eligibility requirements indicated above. You must choose how you want your contributions to be invested. Please see the "Managing your Account" section for more information on how to choose your investment allocations.

When you are eligible to participate in the Plan, your Plan Administrator will provide you enrollment material. This material will explain the enrollment procedures. You may join the Plan by visiting Diversified Direct Online at www.divinvest.com or by calling Diversified Direct at 800-755-5801.

If you do not join the Plan when you first become eligible, you may join on any business day thereafter, or as soon as administratively feasible.

If I am married, may I designate someone other than my spouse as the beneficiary of my account?

Yes, but you must first submit the written consent of your spouse witnessed by either a notary public or Plan representative.

Contributions to the Plan

What are the tax advantages of being in the Plan?

Saving through the Plan provides you with tax advantages. You pay no current income taxes on contributions and the earnings in your account while the money is in the Plan. Money in the Plan is not subject to federal taxation until it is actually distributed to you.

May I elect to make contributions to the Plan?

Yes, you may make salary deferral contributions to the Plan. Salary deferral contributions are pre-tax contributions.

Your salary deferral contributions go directly into the Plan instead of your paycheck. Since these contributions do not show up as income on your W-2 form, the amount you contribute will not be subject to federal or, in most cases, state income taxes, until paid to you. However, you do pay Social Security (FICA) and certain other employment taxes on your contributions.

For example: If your salary is \$20,000 per year and you elect to make contributions to the Plan totaling \$1,000 during the Plan Year, you only pay income taxes on \$19,000.

How much of my salary may I contribute to the Plan?

You may contribute up to 50% of your salary, subject to the maximum amount permitted by law (see the question "Are there any other limits to the amount of salary deferral contributions that I can make?" for the applicable limit). To do this, you must elect to have a portion of your salary contributed to the Plan through payroll withholding. To make your salary deferral election, please visit Diversified Direct Online at www.divinvest.com or call Diversified Direct at 800-755-5801. Your salary deferral election will become effective no later than 30 days after you have completed the election and will remain in effect until you amend it.

In addition, Diversified's SaveXpress allows you to have your retirement savings contribution rate increased automatically each year by a set amount, at any point in the year you choose. To make your SaveXpress election, visit Diversified Direct Online at www.divinvest.com. Once elected, your contribution rate will be automatically increased each year by the amount you select, subject to the contribution limits above. You may turn SaveXpress off at any time.

Are there any other limits to the amount of salary deferral contributions that I can make?

The total dollar amount that you can contribute as salary deferral contributions to 401(k) plans is limited by law. Your total salary deferral contributions to all 401(k) plans (and

403(b) accounts) during a calendar year generally cannot exceed this maximum dollar amount. For the 2010 calendar year, your salary deferral contributions cannot exceed \$16,500. After calendar year 2010, the salary deferral limit may increase for cost-of-living increases. If you only participate in this Plan during the year, your Employer automatically limits your salary deferral contributions to the maximum dollar limit. However, if you participated in another employer's 401(k) plan (or 403(b) account) as well as this Plan during the year, your total salary deferral contributions to both plans together may not exceed the maximum dollar limit.

Adverse tax consequences may apply if your total salary deferral contributions to all 401(k) plans (and 403(b) accounts) exceed the maximum annual dollar limit. If you participated in more than one 401(k) plan (or 403(b) account) during a year, and you contributed more than the maximum dollar limit during such year, you may request that any excess salary deferral contributions made to this Plan, with earnings, be distributed to you by April 15th of the following year. Your request should be made no later than March 1st of the following year. If you think this limitation may apply to you, contact your Plan Administrator.

The maximum amount that certain "highly compensated employees" can contribute in a Plan Year may be further limited in order for the Plan to comply with IRS nondiscrimination rules. (For the definition of "highly compensated employee", see "Who is a highly compensated employee?" at the end of this section.)

You may be allowed to make additional catch-up salary deferral contributions beginning in the calendar year in which you become age 50, or in any calendar year after 2001 if you are already age 50 or older. For the 2010 calendar year, your catch-up contributions cannot exceed \$5,500. After calendar year 2010, the catch-up contribution limit may increase for cost-of-living increases. You may make such catch-up contributions, if you have already contributed salary deferral contributions up to the maximum limit permitted by law, or you have reached other plan or IRS limits for that year. To make catch-up salary deferral contributions, you must elect to have a portion of your salary contributed to the Plan through payroll withholding. Please visit Diversified Direct Online at www.divinvest.com or call Diversified Direct at 800-755-5801 in order to make your initial catch-up salary deferral contribution election. Unless you amend it, the election will remain in effect for each succeeding year.

How often may I change the percentage of my salary deferral contributions and catch-up contributions?

You may change the percentages of your pre-tax salary deferral contributions, as well as catch-up contributions, at any time by visiting Diversified Direct Online at www.divinvest.com or by calling Diversified Direct at 800-755-5801. Changes will be effective as of the next payroll period or as soon as administratively possible thereafter.

May I stop making salary deferral contributions and catch-up contributions to the Plan?

Yes, you may stop making pre-tax salary deferral contributions, as well as catch-up contributions, at any time by visiting Diversified Direct Online at www.divinvest.com or by calling Diversified Direct at 800-755-5801. Your change will be effective as of the next payroll period or as soon as administratively possible thereafter. If you decide to start making salary deferral contributions and/or catch-up contributions again at a later date, you may begin making them by visiting Diversified Direct Online or by calling Diversified Direct. Contributions will be deducted as of the next payroll period or as soon as administratively possible thereafter.

Does my Employer make contributions to the Plan?

Your Employer may make contributions to the Plan as follows:

Safe Harbor Matching Contributions. Your Employer will make a matching contribution each payroll period equal to 100% of the first 3% of your salary deferral contributions, plus 50% of the next 3% of your salary deferral contributions up to a maximum of 5% of your salary.

Discretionary Matching Contributions. Your Employer may make a matching contribution on an annual basis for all participants who elect to make pre-tax salary deferral contributions to the Plan. The amount of the matching contribution, if any, will be determined each Plan Year and announced to all participants.

Your Employer will only match catch-up contributions if you were unable to receive the maximum matching contribution under the Plan formula because of a Plan or IRS limit on salary deferral contributions or because of a failed actual deferral percentage ("ADP") test.

What happens if I go on a qualified military service leave?

Generally, when you go on a qualified military service leave, you are no longer able to make salary deferral, catch-up salary deferral or voluntary after-tax contributions until you return to work. However, when you return to work, you will be given an opportunity to make up the contributions that you could have made while you were on such leave. You will have a period of three times the period of military service to make up these contributions, not to exceed five years.

When you return from a qualified military service leave, your Employer is required to restore your account with any contributions that would have been made on your behalf, had you not been absent due to the leave. If you make the missed contributions you were not able to make due to your qualified military service leave, you will also be entitled to receive any applicable matching contributions. Your Employer will make the applicable matching contributions within a reasonable period after you make up any missed contributions.

When determining the contributions to be restored to your account, your Employer will use the salary you would have received during the period of your leave, based on your rate of

pay, or if not reasonably certain, your average salary during the 12-month period preceding your leave.

May I make a rollover contribution to the Plan?

Yes, unless you are an excluded employee. If you were a participant in another plan (for example, a qualified plan, governmental 457(b) plan or 403(b) account from a previous employer), you may elect that a direct rollover or a participant rollover contribution be made into this Plan from the other plan. You generally have 60 days from the date of a distribution to contribute that amount to this Plan as a participant rollover contribution. If you elect a direct rollover, that amount will be contributed directly to this Plan, provided the direct rollover is from a qualified Roth contribution program, or a 403(b) account or another qualified plan. You may also roll over amounts that were previously contributed to a traditional Individual Retirement Account ("IRA"). To make a rollover contribution, you must provide Diversified with a certification from your former employer, plan administrator or IRA provider stating that the distribution you received from their plan or traditional IRA qualifies as a rollover contribution. Please call Diversified Direct at 800-755-5801 if you want to make a rollover contribution.

May I make a rollover contribution prior to meeting the Plan's eligibility requirements?

Yes, as long as you are not an excluded employee.

What does it mean for a plan to become top heavy?

A plan is considered "top heavy" when more than 60% of the plan's assets have been allocated to key employees (e.g. certain owners, officers and other employees of the company as of a specific date). Your Plan Administrator will notify you if the Plan becomes top heavy

What happens if the Plan becomes top heavy?

If the Plan becomes top heavy and you are not a key employee of the company, your Employer will be required to make a top heavy minimum contribution ("minimum contribution") to your account, if one has not already been made. The contribution your Employer must make to your account will equal the lesser of:

- 3% of your salary; or
- the same percentage as the largest allocation to a key employee.

What is the most that may be contributed to the Plan on my behalf?

The Internal Revenue Service (IRS) places a maximum limit on the amount of money (the "Annual Contributions") that may be contributed to your account each Plan Year. For your Plan, this limit applies to:

- your own contributions to the Plan (excluding catch-up contributions); and

- your Employer's contributions to the Plan.

For the 2010 Plan Year, the maximum Annual Contributions to your account cannot exceed the lesser of \$49,000 or 100% of your total salary. Total salary for this purpose includes any salary deferral contributions to 401(k) plans, Section 125 cafeteria plans, Section 132(f)(4) plans, governmental 457(b) plans, 403(b) accounts, simplified employee pension plans or simple retirement accounts.

NOTE: In general, for purposes of applying these limits (which may be adjusted in future years), contributions to all qualified defined contribution plans maintained by your Employer are counted.

If you are a "highly compensated employee", the IRS also places an annual limit on the amount of salary deferral contributions and matching contributions which may be made to your account. Contributions may be limited to an amount that enables the Plan to meet certain nondiscrimination tests.

In addition, in order to pass these tests (known as the ADP and ACP tests), your Employer may return or forfeit excess contributions to highly compensated employees. As an alternative your Employer must choose to make a 100% vested contribution to any or all of the members of the non-highly compensated group who have met the eligibility requirements for your Plan. Your Employer will notify you if your contributions exceed these limits and if they will need to be adjusted or refunded.

Who is a highly compensated employee?

A highly compensated employee is one who:

- owns more than 5% of the Employer's company in the current or prior year; or
- receives salary from the Employer of over \$110,000 (2010 Plan Year limit) in the prior year.

NOTE: The IRS may adjust the salary limit stated above in future years based on the cost-of-living index.

Is my total salary used to calculate contributions?

For the 2010 Plan Year, the IRS allows salary up to \$245,000 to be used when calculating contributions. This limit may be adjusted in future years based on the cost-of-living index.

Your salary used to calculate contributions will be your total salary (up to the maximum salary as described above) actually paid during the Plan Year, excluding salary continuation payments received while the Employee is engaged in qualified military service; salary continuation payments for disabled participants; and the following special bonuses for all employees: staff miscellaneous bonus, productivity bonus, signing bonus, referral bonus, retention bonus or any long term incentive bonus; reimbursements or other expense allowances, fringe benefits (cash and non-cash), moving expenses, deferred compensation,

and welfare benefits; and generally including any salary deferral contributions made to any salary deferral plan(s) of the Employer (e.g. to this 401(k) Plan or a Section 125 cafeteria plan).

The amount of your salary used to calculate any minimum contributions or maximum contribution amounts that may be contributed on your behalf is your total annual salary (again, up to the maximum salary as described above).

For your first year of participation in the Plan, your salary will be recognized for the entire Plan Year, regardless of the date you enter the Plan.

Managing Your Account

Who decides how the money in my account is invested?

You do. When you become eligible to participate in the Plan you may select from a variety of professionally managed investment funds. You will receive enrollment material that will include the following information for each fund:

- a description of the investment objectives;
- the risk and return characteristics;
- the type and diversification of the assets; and
- the investment manager.

To help you make your selection, investment education material will be made available to you through your Plan Administrator. You may also visit Diversified Direct Online at www.divinvest.com for more information. Diversified Direct at 800-755-5801 is also available to provide investment information to help you make investment decisions. Diversified is equipped to handle your calls and questions in over 140 languages through Language Line® service. It also provides services for those who are hearing-impaired. All calls are recorded for your protection.

Once you decide how you would like your contributions invested, you will need to call Diversified Direct at 800-755-5801. Please note that your choices must be in whole percentages.

NOTE: If you have not made your investment elections, all contributions made on your behalf will be invested in one of the Vanguard Target Date Funds, based on the year in which you turn age 65. This is known as the "Default Alternative." Your employer has chosen to qualify the Default Alternative as a Qualified Default Investment Alternative ("QDIA") established in accordance with the legal requirements under section 404(c)(5) of ERISA and regulations there under. This means that the plan fiduciary would not be liable for any investment losses that result, notwithstanding that you did not affirmatively elect to invest in the Default Alternative. This relief from liability applies whether or not the Plan is

intended to be an ERISA 404(c) plan. You have the right to direct any assets invested in the Default Alternative to other investment options available under the Plan, without financial penalty.

Your Plan is intended to be a 404(c) plan as described in Section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA). This provision provides special rules for plans that permit participants to have control over their accounts (like yours). Because you choose your own investments, you are responsible for any investment gains or losses that result from your investment decisions. The Plan's fiduciaries (the Plan Administrator, etc.) are not liable if the value of your account declines because of investment losses based on your investment decisions.

Is there any other information available?

Certain additional information is available to you directly from your Plan Administrator upon request. The information for each investment fund includes:

- a description of the annual operating expenses;
- the most recent copies of financial statements, prospectuses (if applicable), reports and other information;
- a listing of assets comprising the portfolio of each designated investment fund holding "plan assets", its value, and information related to fixed-rate investment contracts (rate of return and maturity date); and
- a performance history and information regarding the value of shares or units in the investment fund and in your account.

There are no investment fund transaction fees or expenses (e.g., commissions, front-end or back-end loads) associated with the investments which will affect your account. Prior to making any investment, you should obtain and read all available information concerning that particular investment, including financial statements, prospectuses (if applicable), reports or other offering documents where available.

How do I change the way my future contributions will be invested?

You may change the way your contributions are invested by visiting Diversified Direct Online at www.divinvest.com or by calling Diversified Direct at 800-755-5801. Changes received by Diversified before 4:00 p.m. Eastern Time will be effective the same day. You may change the way your contributions are invested at any time. Please note that your choices must be in whole percentages. Confirmation of any changes you make will be sent to you within five business days.

May I transfer money among the different investment funds?

Yes, you may transfer money among the various investment funds by visiting Diversified Direct Online at www.divinvest.com or by calling Diversified Direct at 800-755-5801.

Transfers received before 4:00 p.m. Eastern Time will be processed the same day. You may transfer money among the various investment funds at any time. Confirmation of your transfer will be sent to you within five business days.

NOTE: Some investment funds may impose trading restrictions and/or redemption fees as a result of frequent trading activity. If a prospectus is issued for any investment fund in which you invest, please read it carefully to determine if the fund imposes any trading restrictions or redemption fees.

Ownership of Your Account (Vesting)

What does vesting mean?

Vesting means ownership of your account. The portion of your account that is yours is called your vested account.

How do I know which portion of my account is vested?

You are always 100% vested in (i.e., have full ownership of) the following portions of your account:

- salary deferral contributions;
- catch-up contributions;
- prior nonelective contributions;
- safe harbor contributions; and
- rollover contributions; and
- any earnings on the above contributions.

Discretionary matching contributions and minimum contributions, if any become "vested" based on your number of years of service with your Employer. The schedule below shows how your vested percentage is determined:

<u>Completed Years of Service</u>	<u>Vested Percentage</u>
Less Than 2	0% Vested
2	20% Vested
3	40% Vested
4	60% Vested
5	80% Vested
6 or more	100% Vested

NOTE: When calculating your vested percentage, service with certain predecessor organizations will be counted. These predecessor organizations are as follows: McDonalds Corporation (if employee transferred prior to 10/13/06); Boston Market Corporation (if employee transferred prior to 10/13/06); Chipotle Mexican Grill Service Co., LLC; Chipotle Mexican Grill U.S. Finance Co., LLC; Chipotle Mexican Grill of Colorado, LLC; Chipotle Mexican

Grill of Kansas, LLC; Chipotle Mexican Grill of Maryland, LLC; Chipotle Mexican Grill of Berwyn Heights, LLC; Chipotle Mexican Grill of Prince Georges, LLC; Chipotle Mexican Grill Texas Holdings, LLC; Chipotle Texas, LLC; CMG-Preston Forest Club, Inc.; CMG-Central Expressway Club, Inc.; CMG-Westchester Club, Inc.; CMGGC, LLC; Chipotle Mexican Grill, Fair Hills #0047; Chipotle Mexican Grill, University of Dayton #0126; Chipotle Mexican Grill, Lee's Summit #0243; Chipotle Mexican Grill, Beaver Creek #283; Chipotle Mexican Grill, Centerville #0331; Chipotle Mexican Grill, Independence #0395; Chipotle Mexican Grill, Algonquin #0399; or Chipotle Mexican Grill, Rockford #0483.

Your vested percentage is directly tied to your years of service. You will be credited with a year of service if you complete 1,000 hours during a consecutive 12-month period ending on each December 31. If you go on a qualified military service leave, for purposes of determining years of service, such period of leave will be counted upon your return to employment.

In addition, you will be 100% vested in matching contributions, and minimum contributions, if any, and the earnings on such contributions if, while employed by your Employer,

- you attain the Plan's normal retirement age of 65;
- you become permanently disabled; or
- you die.

An individual is considered disabled if the individual is unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less

If I terminate service with my Employer, will I receive the total value of my account?

The answer to this question depends on why and when you terminate service. If you terminate employment under any of the circumstances listed above or you have six (6) or more years of service, you will receive the total value of your account.

Is my vesting affected if I become an excluded employee?

No. While you cannot participate in the Plan if you become an excluded employee, your vesting will not be affected. You will continue to be credited with years of service.

The vested percentage of your discretionary matching contributions, and minimum contributions, if any, will increase as long as you continue working for your Employer.

When I terminate employment, what will happen to the portion of my account that is not vested?

The portion of your account that is not yet vested will be considered a "forfeiture." You will not be entitled to any portion of your account that is not vested when you terminate employment. Forfeitures will be used in the following sequence:

- Restore Participants Accounts
- Reduce Any Employer Contributions
- Offset Plan Expenses

What happens to my prior years of service if I am later reemployed with my Employer?

It depends. If you have not made any salary deferral contributions under the Plan and the number of consecutive one-year Breaks in Service (years that you were not employed by the Employer) are equal to or greater than five, then your years of service prior to your termination will not be included in calculating your vested interest in Employer contributions upon your rehire.

For example: If the Plan has a three-year cliff vesting schedule (e.g. 0% for the first two years and 100% after the third year) and you terminate employment after having worked two years, then you are rehired after being terminated with the Employer for five consecutive years, you would not be credited with the two years of service you earned prior to your termination. However, if the Plan has a three year graded vesting schedule (e.g., 0% after the first year, 50% after the second year and 100% after the third year), you would be credited with the two years of service you earned prior to your termination.

What happens to my forfeited money if I am later reemployed with my Employer?

If you return to work for the Employer before five consecutive one-year Breaks in Service, you may restore the forfeited portion of your account by repaying any payment you received at termination. Your account will automatically be restored if you did not receive a distribution and you are reemployed by your Employer.

A one-year Break in Service occurs when you do not complete more than 500 hours of service with your Employer during the applicable 12-month computation period.

Contact your Plan Administrator for further details, including the deadline by which you would need to repay any payment you received.

What if a Qualified Domestic Relations Order ("QDRO") is issued against my account?

Generally, your vested account may not be sold, used as collateral for a loan outside the Plan, given away, or otherwise transferred. In addition, with certain limited exceptions (e.g., an IRS levy), your creditors may not interfere with your account in any way. An exception to this general rule, however, is a QDRO. A QDRO is a decree or order issued by a court that

makes you pay child support or alimony, or otherwise allocates a portion of your account to your spouse, former spouse, child or other dependent. If a QDRO is received by Diversified, all or a portion of your benefits may be used to satisfy such order. Diversified will determine if the decree or order issued by the court meets the requirements of a QDRO. Participants and beneficiaries can obtain a description of the procedures for QDRO determinations at no charge from Diversified, and should do so before having their legal counsel draft any domestic relations order.

Withdrawals

May I make a withdrawal while I am employed?

Yes, you may make a withdrawal as follows:

Contributions available for withdrawal at any time

You may withdraw all or a portion of your account balance at any time from your rollover contribution source.

Note: If you are under age 59 1/2 when you make your withdrawal, a 10% penalty tax in addition to income taxes may apply. The plan allows for penalty-free withdrawals for military reservists called into active duty who receive qualified reservist distributions.

Age 59 1/2 or Older

When you reach age 59 1/2, you may withdraw all or a portion of your vested account balance.

How do I apply for a withdrawal?

You can apply for a withdrawal by calling Diversified Direct at 800-755-5801 and requesting a withdrawal form. Diversified will process your withdrawal request within five business days (or as soon as administratively possible) after it receives your properly completed request.

If I make a withdrawal, may I repay it?

No, amounts withdrawn from the Plan may not be repaid.

What are the tax effects of making a withdrawal?

If you make a withdrawal from the Plan, you generally will have to pay income taxes on the money you withdraw. Unless you are withdrawing money to make a direct rollover contribution to another qualified plan, governmental 457(b) plan, 403(b) account, or traditional IRA, your withdrawal is generally subject to the mandatory 20% federal income tax withholding. Also, if you are under age 59 1/2 when you make your withdrawal, an

additional 10% penalty tax may apply (unless you are military reservists called into active duty and you receive a qualified reservist distribution).

Loans

How do I apply for a loan?

If you are a participant, you may model and initiate a loan by visiting Diversified Direct Online at www.divinvest.com or by calling Diversified Direct at 800-755-5801.

Personal Loans.

You may take a personal loan for any reason.

What are the conditions for the loan?

- You may not borrow less than \$1,000.
- You must pay a loan set-up charge of \$75. This charge will be deducted from your account when your loan request is processed.
- A loan may be made from all contributions that are part of your vested account balance.
- You may only have 1 loan outstanding at a time.
- You must repay your loan within 5 years, unless you are on authorized leave for military service for a period which extends the maturity date of the loan beyond five years.

What is the maximum loan amount I may borrow?

The maximum amount you may borrow is determined by your vested account balance. You may borrow up to the lesser of 50% of your vested account balance or \$50,000. However, if you had an outstanding loan(s) in the previous 12 months (note: this includes active outstanding loans, defaulted loans and defaulted loans that are deemed distributions. See the question "Can a loan be defaulted?" for the definition of "deemed distribution"), the amount of your highest outstanding loan balance(s) will be deducted from the maximum amount you are allowed to borrow. For example, if you are applying for a loan of \$50,000 this year and you had an outstanding active or defaulted loan whose highest outstanding loan balance in the last 12 months was \$12,000, you would, assuming your vested account balance was sufficient, only be allowed to borrow up to \$38,000.

How is the interest rate determined for my loan?

The interest rate is based on the Prime Rate plus 1%. Any changes in the Prime Rate will be reflected on the following business day.

In accordance with the Servicemembers Civil Relief Act (the "SCRA"), the interest rate on your loan(s) issued before your military service leave begins cannot exceed 6% during the period that you are on military leave provided you submit a written notice of your call to military service and a copy of your military orders and any other extending your military service to your Employer with 180 days after you terminate service or are released from military service. [See the question "What happens to my loan if I am on a leave of absence?"]

In accordance with the SCRA, you have the right to waive the reduction in loan interest during your period of military service leave by providing a written waiver which specifies the loan(s) to which the waiver applies. The waiver may be submitted at any time during or after your military service period and must be agreed to by the Plan Administrator. Please contact your Plan Administrator for additional information on this option.

How do I make loan repayments?

Your loan repayments will be deducted from your payroll check (after taxes have been deducted). The frequency of your loan repayments is based on your pay frequency. You cannot continue to make loan repayments if you terminate employment with your Employer.

Each loan repayment will be equal to the interest payable on the portion of the loan that is still outstanding (known as the loan principal) and an installment of the loan principal. Your loan repayments will be deposited to your account according to your current investment elections in the Plan.

A loan repayment may not be treated as a new or current contribution to the Plan.

If you go out on an authorized (non-military) leave of absence, your loan repayments, which would otherwise be due during your leave, may be suspended for up to 12 months ("maximum suspension period"). Your loan repayments will be suspended if you go on authorized (non-military) leave absence provided that (a) you go on leave without pay from your Employer, or (b) your rate of pay (after applicable employment tax withholdings) is insufficient to cover loan repayments. You will be permitted to prepay your loan(s) in full at any time.

Your loan will be reamortized over the remaining term of your loan at the earlier of your return to work or the end of the maximum suspension period. The suspension will not cause the loan to be treated as a taxable distribution, as long as (a) at the end of your authorized leave of absence (not to exceed the maximum suspension period), you resume making your loan repayments in substantially level payments (note that these repayments may not be less than the original loan repayment amounts); (b) you make such repayments at a frequency which is not less than the frequency required under the terms of the loan; and (c) the loan is fully repaid by the last date permitted under the Internal Revenue Code (i.e., 5 years from the date of the loan, unless your loan is a home loan with a longer maturity date).

If you go out on a military service leave, your loan repayments which are due during your military service leave will be suspended and the loan maturity date will be extended for the

length of your military service leave. Your loan will be reamortized to the extended maturity date at the end of your military leave period. You will be permitted to prepay your loan(s) in full at any time.

The suspension will not cause the loan to be treated as a taxable distribution, as long as (a) when your military service leave ends, you resume making your loan repayments in substantially level payments (note that these repayments may not be less than the original loan repayment amounts);, (b) you make such repayments at a frequency which is not less than the frequency required under the terms of the loan; and (c) the loan is fully repaid (including interest that accrues during the military service leave) by the end of the period equal to the original loan period plus the military service leave.

Can a loan be defaulted?

Yes, your entire loan will be in default if:

- you do not make a loan repayment by the end of the calendar quarter following the quarter in which the repayment was due (Note: If you do not make loan repayments due to an authorized military service leave or due to authorized (non-military) leave of absence, your loan will not be in default during the authorized maximum suspension period);
- you do not resume loan repayments when your authorized leave of absence ends (non-military or military) (Note: Your Plan Administrator will establish a reasonable time period when loan repayments must begin, which will not be less than 15 days from the date your leave of absence ends nor later than the timeframe described above);
- there is still an outstanding balance on the loan's maturity date;
- you revoke (i.e. stop) your payroll deduction or it becomes invalid while you are still an active employee;
- you die;
- a lien is made against the loan collateral (in this case, your loan balance); or
- you terminate employment with your Employer, AND you do not pay off the entire unpaid balance of the loan within a reasonable amount of time after termination (your Plan Administrator will establish a reasonable time period, which may not be less than 15 days from the date you terminate or later than the timeframe described above).

If you default on your loan and you are still employed, but are not eligible to take an in-service withdrawal, your loan is considered a deemed distribution ("deemed loan"). A deemed loan is considered an outstanding loan and will continue to accrue interest for purposes of calculating the maximum amount you may borrow in the future. You may repay a deemed loan by money order, certified check or bank check.

What happens if my loan is defaulted?

If your loan is defaulted or it is a deemed loan, you will have to pay income taxes on the amount that is defaulted or deemed distributed. In addition, if you are under age 59 1/2 when the loan defaults, an additional 10% penalty tax may apply.

The 10% penalty tax is waived for military reservists called into active duty.

What happens if the Plan terminates while I have an outstanding loan?

If the Plan terminates, your loan must be repaid. If you do not repay the loan, the outstanding loan balance will be in default and reported to the IRS as a distribution from the Plan. This means that you will have to pay income taxes on the balance.

If you have any questions about the loan program, please contact your Plan Administrator, visit Diversified Direct Online at www.divinvest.com or call Diversified Direct at 800-755-5801.

Benefits

When may I retire under the Plan?

Your normal retirement date is your 65th birthday.

When will I begin to receive benefits from the Plan?

If you terminate service, you have the option to receive the total vested value of your account at any time. The Plan is required by law to distribute your benefits no later than April 1st of the calendar year following the year in which you reach age 70 1/2.

However, if you are still working for your Employer at the time you reach age 70 1/2 (and you are not a 5% owner of your Employer), you may:

- delay payment of your benefits until the April 1st of the calendar year following the year you retire; or
- delay the rest of your benefit payments until the April 1st of the calendar year following the year you retire, if you had already begun to receive payment of your benefits.

How will my account be paid to me?

Your account will be paid to you in one lump sum payment.

May I elect a different payment option?

Yes, other payment options are available. If your vested account balance is \$1,000 or less, your account will automatically be paid to you in one lump sum payment. If your vested account balance is over \$1,000, the other payment options available to you are:

Installment Payments

You may also elect to receive payments on a monthly, quarterly, semi-annual (twice a year) or annual basis. If you die before receiving all of the payments, the balance in your account will be paid to your beneficiary in one lump sum payment. Your beneficiary may elect another form of benefit.

What happens if I become disabled?

If you become disabled, you will be fully vested in your account. Your disability retirement date will be the month following the date that you become disabled. Your account will be paid to you in one lump sum payment. You may, however, choose any other payment option listed above.

Does the Plan provide for death benefits?

Yes. If you die before your benefits begin under the Plan, your account will be paid to your beneficiary. Your beneficiary may choose any payment option listed above.

Who will be the beneficiary of my death benefits?

If you are married, you may not designate a beneficiary other than your spouse without your spouse's written consent.

You have the right to designate your beneficiary or beneficiaries at any time. If you fail to designate a beneficiary, if your beneficiary designation is not valid or if your beneficiary fails to survive you, then your benefits will be paid in the following order to: 1) your spouse; 2) your descendants; 3) your surviving parents in equal shares; and (4) your estate.

You can designate your beneficiary by completing a beneficiary form that is in your enrollment kit. You may also visit Diversified Direct Online at www.divinvest.com or call Diversified Direct at 800-755-5801 to make or change a beneficiary designation.

IMPORTANT NOTE: If you have designated your spouse as your beneficiary and you then get legally divorced, your designation of your spouse will be considered **not** valid unless you complete a new beneficiary form after the divorce redesignating your spouse as beneficiary.

May a nonspouse beneficiary roll over a death benefit?

Yes, effective January 1, 2007, a nonspouse designated beneficiary of a deceased participant may request a direct rollover to an "inherited IRA". An inherited IRA means that the title of the IRA account must identify it as an IRA with respect to a deceased individual and also identify the deceased individual and the beneficiary. The rules for determining the required minimum distributions under the Plan with respect to a nonspouse beneficiary also apply under the inherited IRA.

If I terminate employment with my Employer for any reason, do I need to take my money immediately?

It depends.

If your vested account balance is over \$1,000, you may leave your money in the Plan, unless otherwise required by the Plan's minimum distribution requirements.

If your vested account balance is \$1,000 or less, it will be paid directly to you as a mandatory distribution (after required 20% federal withholding and any applicable state withholding) in the form of a check, unless you have duly elected a direct rollover to a traditional IRA or another eligible retirement plan. A "mandatory distribution" is a distribution that is made without your consent before you attain the later of age 62 or your normal retirement age.

For additional information, please visit Diversified Direct Online at www.divinvest.com or call Diversified Direct at 800-755-5801.

Taxes of Distributions

What are the tax effects of taking my money?

If you withdraw money from the Plan and you do not directly roll it over into another qualified plan, governmental 457(b) plan, 403(b) account or eligible IRA, you generally will have to pay income taxes on the money. The amount you withdraw is generally subject to a mandatory 20% federal income tax. In addition, if you are under age 59 1/2 when you make the withdrawal, an additional 10% IRS penalty tax may apply (unless you are a military reservist called into active duty and you receive a qualified reservist distribution).

Is there a way to reduce or defer the taxes due on my distribution?

Yes, there are ways to either reduce or defer the income taxes due on your distribution. For example:

(1) If you receive a taxable distribution from the Plan, you generally have 60 days from the date of the distribution to roll over all or a portion of that amount to an eligible IRA, another employer's qualified plan, a governmental 457(b) or to a 403(b) account. If you roll over your account in any of these ways, you will not pay taxes on the money. You will however, have to pay taxes when you begin to withdraw money from a traditional IRA or new employer's plan.

Under certain circumstances, all or a portion of your distribution may not qualify as a rollover contribution to a traditional IRA or another employer's qualified plan, governmental 457(b) plan, or 403(b) account. In addition, most distributions will be subject to a mandatory 20% federal income tax. This tax will reduce the actual amount you receive in your distribution. For this reason, if you wish to roll over all or a portion of your distribution, you may want to take advantage of the direct rollover option described in (2) below.

(2) If you roll over your distribution directly to an eligible IRA or another employer's qualified Plan, governmental 457(b) plan or 403(b) account, no taxes will be taken out. Taxes will be payable, however, when you begin to receive payments.

Like the rollover (described in (1) above), all or a portion of your distribution may not qualify for a direct rollover to an eligible IRA, other qualified plan, governmental 457(b) plan, or 403(b) account.

(3) If you qualify, you may also elect favorable income tax treatment, such as "10-year forward averaging" or "capital gains" method of taxation.

You will receive additional information regarding the special tax rules, rollover distributions and direct rollovers when you request a distribution.

Distribution Claim Procedures

How do I apply for benefits?

You ("you" includes your beneficiary throughout this section) may apply for benefits by submitting a request as previously described. Your request for benefits must be made at least 30 days before you want to receive your distribution.

What if my claim is denied?

Your application for benefits is also known as your "claim for benefits". If your claim for benefits is wholly or partially denied, you will receive written notice of this decision no later than 90 days after the date you submitted your claim. This written notice will explain:

- why your claim was denied;
- the Plan provisions which led to your claim being denied;
- the additional information needed to process your request for benefits; and
- the Plan's review procedures and applicable time limits, including a statement of your right to bring a civil action in accordance with Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

How may I appeal a claim denial?

If your claim for benefits is denied, you may appeal the decision. However, you must do so within 60 days of receiving the denial notice from your Plan Administrator. You and your representative (such as your attorney) are entitled to review any of the appropriate documents involved in the denial of your claim. All comments must be submitted in writing.

A final decision on your appeal will be made in writing no later than 60 days after receipt of the appeal. The Plan Administrator may request an extension of time to review your appeal, if there are special circumstances (e.g., a need to hold a hearing concerning the appeal). Such an extension will not be longer than 120 days counting from the date your appeal was received.

Legal Rights

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). ERISA provides that all Plan participants are entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites and union halls, all documents governing the Plan, including any insurance contracts and collective bargaining agreements, if applicable, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including any insurance contracts and collective bargaining agreements, if applicable, and copies of the latest annual report (Form 5500 Series) and an updated summary plan description. The Plan Administrator may charge a reasonable amount for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to retirement benefits from your Plan at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working now. If you do not have a right to retirement benefits, the statement will tell you how many more years you have to work to get a right to your retirement benefits. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a retirement benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a retirement benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights.

- For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.
- If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court.
- If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court.

The court will decide who should pay the court costs and legal fees. If you are successful, the court may order the person you sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (for example, if the court finds your claim is frivolous).

Assistance With Your Questions

If you have any questions about your Plan, you should contact your Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

TO OUR EMPLOYEES:

We wish to announce that the Summary Plan Description for the Chipotle Mexican Grill, Inc. 401(k) Plan has been modified, effective April 1, 2011, as follows:

The following is substituted for the answer to the question, "**Who pays the costs of administering the Plan?**" in the Section entitled **Additional Information:**

The costs of administering the Plan are shared between you and your Employer.

In addition to the loan set-up charge the following costs are deducted from your contributions or account:

- An annual plan service fee of 0.35% will be accrued daily based on your account balance in each of the investment options. The plan service fee will be deducted from each of the investment funds in which your account is invested upon the earlier of: (i) the last business day of each month or (ii) the complete liquidation of a contribution type invested in the investment option. The daily accrual on non-business days at the end of a month will roll into the following month and be deducted on the last business day of such month. See your Plan Administrator for more information about which investment funds the plan service fee is charged against.

All other costs of administering the Plan will be paid by your Employer or from Plan assets.

Please attach this notice to your Summary Plan Description for future reference.

Chipotle Mexican Grill, Inc.

Additional Information

Who handles the administration of the Plan?

The Plan is administered by your Employer. As Plan Administrator your Employer is generally responsible for Plan operations and has sole discretion to Interpret Plan Provisions. Note that Diversified has agreed to assume certain fiduciary responsibilities of the Plan Administrator in accordance with certain agreed upon administrative procedures between Diversified and your Employer.

Diversified performs some, but not all, of the recordkeeping services for your Plan. Diversified performs these functions at the direction of the Plan Administrator in accordance with the provisions of the Plan and the Plan funding documents. Diversified:

- receives the Plan contributions;
- credits your account for those contributions; and
- pays benefits to you and/or your beneficiaries.

Who pays the cost of administering the Plan?

The costs of administering the Plan are shared between you and your Employer.

In addition to the loan set-up charge the following costs are deducted from your contributions or account:

- An annual plan service fee of 0.37% will be accrued daily based on your account balance in each of the investment options. The plan service fee will be deducted from each of the investment funds in which your account is invested upon the earlier of: (i) the last business day of each month or (ii) the complete liquidation of a contribution type invested in the investment option. The daily accrual on non-business days at the end of a month will roll into the following month and be deducted on the last business day of such month. See your Plan Administrator for more information about which investment funds the plan service fee is charged against.

All other costs of administering the Plan will be paid by your Employer or from Plan assets.

Can my Employer amend and/or terminate the Plan?

Your Employer may choose to amend and/or terminate the Plan at any time. If your Employer terminates the Plan (or a partial plan termination occurs), you will automatically become 100% vested in your account.

Upon full termination of the Plan, the Employer will direct the distribution of the assets to participants in a manner that is consistent with the provisions of the Plan. Distributions will be made in cash and if permitted by the Plan, in property or through the purchase of irrevocable nontransferable deferred commitments from Transamerica Financial Life

Insurance Company (formerly known as AUSA Life Insurance Company, Inc.). Except as permitted by Internal Revenue Service regulations, the termination of the Plan shall not result in any reduction of protected benefits.

Is this Plan insured?

No, this Plan is not insured. The assets of the Plan are held entirely separate from the assets of your Employer. All assets of the Plan are dedicated to the exclusive benefit of the Plan's participants. ERISA established a special federal agency, the Pension Benefit Guaranty Corporation (PBGC), to protect employees' benefits in certain pension plans when there is not enough money to cover benefits if a plan should terminate. By definition, benefits under this Plan are always equal to the value of the investments in the Plan. Thus, there is no need for insurance, nor is coverage available, for plans of this type.

SPD APPROVAL FORM

Account # QK62424

In order to comply with the Employee Retirement Income Security Act of 1974 (ERISA), a Summary Plan Description ("SPD") must be furnished to each participant and beneficiary receiving benefits within 90 days after becoming a participant or first receiving benefits, or within 120 days after the plan is established (i.e., the plan's effective date), whichever is later. In addition, when a plan is changed or amended, generally an updated SPD or summary of the change must be furnished to each participant within 210 days after the close of the plan year in which the plan amendment and/or restatement was adopted.

As part of Diversified's plan document services, we have prepared a draft SPD to help you comply with the requirements of ERISA. The attached SPD is based on your Plan's provisions and includes all updates required by law. The SPD draft has been prepared as a guide for your attorney's review. After you have approved the SPD, you may request that Diversified print SPD booklets for distribution to participants (see below).

Note that Diversified is able to accommodate minor changes to the attached SPD. However, if you or your legal counsel want to make significant changes to the text or format, you must elect Diversified's SPD Customization Program and we will provide the SPD to you electronically. You may then customize the SPD. If you choose this option, please note that you are then responsible for maintaining the SPD on an ongoing basis, including any future Summary of Material Modifications and any updates required by law. You will also be responsible for printing the SPD; however, if the format of the SPD has not been altered, Diversified may be able to print the SPD if you so desire. However, we will need to review the SPD once it is finalized to determine if we are able to print the SPD booklet.

If you elect to utilize the attached SPD or you have elected the SPD Customization Program and Diversified has determined that we are able to print your customized SPD, Diversified will print SPD booklets in an amount equal to 110% of the number of eligible employees in the Plan. The initial supply of SPD booklets will be printed at no cost to you. Please indicate below the number of SPDs that you would like printed.

In order to confirm how you want to proceed, please select one of the options below:

- I have reviewed the attached SPD and elect to have Diversified print and maintain the SPD for my Plan. Accordingly, please print a supply of SPD booklets in an amount equal to 110% of the number of eligible employees. Please print a total of _____ SPD booklets.

Signature of Plan Administrator

Date

Please indicate address where SPD booklets should be delivered:

Attn: _____

- I have reviewed the attached SPD and elect to have Diversified print and maintain the SPD for my Plan. However, I am requesting minor modifications to the SPD. Please review the attached draft and advise if Diversified is able to accommodate the requested changes.

Signature of Plan Administrator

Date

- I have reviewed the attached SPD and want to make major modifications to the draft. I understand that Diversified will send me the SPD electronically and will not maintain the SPD, and that I will be responsible for any future updates to the SPD. Once finalized, I will send Diversified a copy of the SPD for their files.

Signature of Plan Administrator

Date

**SUMMARY OF MATERIAL MODIFICATIONS
TO THE
CHIPOTLE MEXICAN GRILL, INC. 401(k) PLAN**

The information in this Summary of Material Modifications is provided to inform you of a change in the provisions of the Chipotle Mexican Grill, Inc. 401(k) Plan (“the Plan”).

The Summary Plan Description (“SPD”) of the Plan is hereby modified, effective July 1, 2016 (the “Effective Date”), to reflect the provisions of an amendment made to the Plan to permit Roth deferrals by eligible participants. The Effective Date above will apply to all other Roth deferral provisions of the Plan. **Except as otherwise discussed below, the same provisions that currently apply to pre-tax salary deferral contributions generally will apply to Roth deferrals.** The following new section is added to the SPD:

“ROTH DEFERRALS

What are Roth deferrals and when can I make these contributions to the Plan?

Effective July 1, 2016, you may irrevocably designate all or any part of your salary deferral contributions to the Plan as Roth deferrals, provided you have met the Plan’s eligibility requirements.

Roth deferrals are similar to the pre-tax salary deferral contributions that are contributed on behalf of a participant to the Plan; however, Roth deferrals are “after-tax” deferrals that (1) you designate irrevocably as Roth deferrals at the time they are deferred, (2) your Employer treats as includible in your income at the time you would have received the amount in cash (had you not made the deferral election), and (3) are accounted for separately from all other amounts under the Plan. If you elect to make Roth deferrals, the deferrals will be made with money that you have already paid federal income taxes on (and, in some cases, state and local income taxes). Roth deferrals and, in most cases, earnings on them, will not be subject to federal income taxes when distributed to you. However, for a distribution of earnings to qualify for federal tax-free treatment, such a distribution must be a “qualified distribution” from your Roth deferral account. See the question “**What is a ‘qualified distribution’ from a Roth deferral account?**” below.

The decision whether to take advantage of the Roth deferral option is complicated and you should consider your financial and tax situation. Before electing how you would like to allocate your salary deferrals between pre-tax salary deferral contributions and Roth deferrals, we recommend that you consult with your tax or legal advisor.

Is there a limit on how much of my salary I can contribute as a Roth deferral?

Yes. The total of your combined pre-tax salary deferral contributions and Roth deferrals may not exceed the maximum dollar limitation allowable under the law. In 2016, the maximum dollar limitation is \$18,500. If you are age 50 or older at any time during 2016, your 2016 limit is increased to \$24,000.

What happens if I defer too much money or the Plan must return a portion of my Roth deferrals because of the special testing rules that apply to 401(k) plans?

If you are required to receive money back from the Plan because you either deferred too much (see the question “**Is there a limit on how much of my salary I can contribute as a Roth deferral?**”), or because the Plan failed the special testing rules that apply to pre-tax salary deferral contributions and Roth deferrals, you will receive a return of excess contributions first from your pre-tax salary deferral contributions and then from Roth deferrals. If Roth deferrals are returned to you, they will not be included in your income if they are timely distributed. However, any earnings on returned Roth deferrals will be included in your income in the year that the deferrals are distributed to you.

Are Roth deferrals eligible for an Employer matching contribution?

Yes. Roth deferrals are eligible for an Employer matching contribution in the same manner as pre-tax salary deferral contributions, but they do not increase the amount or rate of the maximum Employer matching contribution that can be made to the Plan.

Are my Roth deferrals available for withdrawal while I am still employed?

The conditions for the withdrawal of Roth deferrals while you are still employed are the same as those that apply to in-service withdrawals of pre-tax salary deferral contributions (see the “**Withdrawals**” section of your SPD for more details).

Can I withdraw my Roth deferrals for reasons of hardship?

The conditions for hardship withdrawals of Roth deferrals while you are still employed are the same as those that apply to in-service withdrawals of pre-tax salary deferral contributions (see the “**Withdrawals**” section of your SPD for more details).

Can I take a loan from my Roth deferral account?

Yes. Your Roth deferral account is taken in consideration for purposes of calculating the maximum amount that you may borrow, and it is the last eligible account to be deducted from to satisfy the requested loan amount. The conditions for loans from a Roth deferral account are the same as those that apply to loans from a pre-tax salary deferral contributions account (see the “**Loans**” section of your SPD for more details).

What happens if my loan is defaulted?

If your loan includes monies from a Roth deferral account and is defaulted or it is treated as a deemed distribution, the portion of the distribution attributable to the Roth deferral account will not be treated as a “qualified distribution” even if it occurs after you attain age 59 ½ and satisfy the five-taxable-year period of participation in your Roth deferral account. You will have to pay income taxes on the earnings amount that is defaulted or deemed distributed. In addition, if you are under age 59 ½ when the loan defaults, an additional 10% penalty tax may apply. See this same question in the “**Loans**” section of your SPD for the impact of loan default on other types of contributions.

What is a “qualified distribution” from a Roth deferral account?

A distribution from a Roth deferral account in the Plan is considered a “qualified distribution” if certain conditions are met. First, such distribution is made on or after the date on which you attain age 59½, or is made to your beneficiary (or to your estate) on or after your death, or is distributed to you due to your becoming disabled (as defined in the SPD). Second, such distribution must be paid from a Roth deferral account after a five-taxable-year period of participation in order for the distribution to be qualified. When counting the five taxable years, year number one is calculated as starting on the first day of the first taxable year in which you make a Roth deferral to the Plan. Note: If you rollover (by means of a direct rollover) Roth deferrals from another Roth plan to this plan, your five-taxable-year period of participation under this Plan is the earliest of the two participation periods applicable to both plans.

If a distribution is a qualified distribution, neither your contributions nor the earnings will be includible in your gross income.

Are there any special rules regarding direct rollovers of Roth deferrals?

Yes, there are some special rules that apply to direct rollovers of Roth deferrals. A direct rollover of a distribution from a Roth deferral account under this Plan can only be made to a Roth deferral account under another Roth plan that accepts rollovers from a Roth deferral account, or to a Roth IRA.

The Plan does not provide for a direct rollover (including any automatic rollover) of distributions from your Roth deferral account if the amount of those distributions that are “eligible rollover distributions” is less than

\$200 during a year. Additionally, any distribution from your Roth deferral account will not be taken into consideration when determining whether distributions from your other accounts are reasonably expected to total less than \$200 during a year. However, eligible rollover distributions from your Roth deferral account are taken into consideration when determining whether the total amount of your account balances under the Plan exceed \$1,000 for purposes of mandatory distributions from the Plan and the treatment of those distributions. (See the “**Benefits**” section of your SPD for the full explanation of “eligible rollover distributions” and for information regarding mandatory distributions and the automatic rollover provisions of this Plan.)

If you were a participant in another Roth plan and you receive a distribution from that plan which includes monies in a Roth deferral account, you may be able to roll over those amounts to this Plan through a direct rollover (see the section “**Contributions to the Plan**” in the SPD to verify that direct rollovers are accepted by this Plan). All Roth deferral account amounts will be accounted for separately from any other contribution accounts you have under this Plan. The Roth plan that you wish to transfer your Roth deferral account from over to this Plan must first report to this Plan the amount of your Roth deferrals, as well as associated earnings, and the first year of the five taxable year period applicable to that Roth deferral account. When counting the five consecutive tax years of Plan participation in this Plan (as the recipient Plan), year one is calculated as starting on the first day of the first taxable year in which you make a Roth deferral to any designated Roth deferral account established for you under the transferor plan or the recipient plan, whichever Roth contribution date is earlier.”

If you have any questions regarding the information explained above, please contact the Plan Administrator. Any specific questions you have about how this type of contribution may affect you should be directed to your tax and/or legal advisor.

This explanation merely provides a summary of the provisions of Roth deferrals and not every limitation or detail is included. Every attempt has been made to provide concise and accurate information. If there is a discrepancy between this summary and the official Plan document, the Plan document shall apply.

Please attach this notice to your Summary Plan Description for future reference.

Chipotle Mexican Grill, Inc.