

**ARTICLES OF INCORPORATION
OF
MADISON ROADHOUSE, INC.**

ARTICLE I

Name

The name of the corporation (the "Corporation") is Madison Roadhouse, Inc.

ARTICLE II

Duration

The Corporation's duration shall be perpetual.

ARTICLE III

Purposes

The Corporation's purposes shall be to transact any and all lawful business for which corporations may be incorporated under the Kentucky Business Corporation Act ("KBCA").

ARTICLE IV

Authorized Shares

The total number of shares authorized to be issued by the Corporation is 1,000 Class A Common Shares ("Class A Common Shares") and 1,000 Class B Common Shares ("Class B Common Shares").

Except as expressly set forth herein, the Class A Common Shares and the Class B Common Shares are identical in all respects and shall have equal rights and privileges with each other. The relative powers, designations, rights, preferences, privileges, limitations and restrictions on the shares of each class of capital stock are set forth below.

1. **Class A Common Shares.**

(a) *Voting Rights.* The holders of Class A Common Shares shall be entitled to five (5) votes for each Class A Common Share standing in their names on the books of the Corporation.

(b) *Dividends.* The Class A Common Shares are entitled to dividends from funds legally available therefor if, as and when declared by the Board of Directors of the Corporation. If any dividend is declared and paid with respect to the Class B Common Shares (a "Class B dividend"), then the following provisions shall apply: (1) if the Class B dividend is payable in cash, then, contemporaneously with the declaration and payment of such dividend, a

dividend payable in cash shall be declared and paid with respect to the Class A Common Shares in the same amount per share; (2) if the Class B dividend is payable in Class B Common Shares, then, contemporaneously with the declaration and payment of such dividend, a dividend payable in Class A Common Shares shall be declared and paid with respect to the Class A Common Shares in an amount (number of shares) per share equal to the amount (number of shares) per share of such Class B dividend; and (3) if the Class B dividend is payable other than in cash or Class B Common Shares, then, contemporaneously with the declaration and payment of such dividend, an identical dividend, of like kind and equal amount (on a per share basis), shall be declared and paid with respect to the Class A Common Shares.

(c) *Conversion.* The Class A Common Shares shall be convertible into Class B Common Shares as follows:

(i) *Right to Convert.* Each Class A Common Share shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share into one (1) fully paid and nonassessable Class B Common Share.

(ii) *Mechanics of Voluntary Conversion.* Before any holder of Class A Common Shares is entitled to receive shares of Class B Common Shares pursuant to Section 2.c(i), the holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for such shares, and shall give written notice to the Corporation at such office that the holder elects to convert the same. The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Class A Common Shares, a certificate or certificates for the number of Class B Common Shares to which the holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of surrender of the Class A Common Shares to be converted, and the person or persons entitled to receive the shares of Class B Common Shares issuable upon such conversion shall be treated for all purposes as the record holder or holders of such Class B Common Shares at such time on such date.

(iii) *Reservation of Stock Issuable Upon Conversion.* The Corporation shall at all times reserve and keep available out of its authorized but unissued Class B Common Shares, solely for the purpose of effecting the conversion of the Class A Common Shares, such number of its Class B Common Shares as shall from time to time be sufficient to effect the conversion of all outstanding Class A Common Shares and if at any time the number of authorized but unissued Class B Common Shares shall not be sufficient to effect the conversion of all of the then outstanding Class A Common Shares, the Corporation will take such corporate action as may be necessary to increase its authorized but unissued Class B Common Shares to such number of shares as shall be sufficient for such purpose, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to the Corporation's Articles of Incorporation.

(iv) *Fractional Shares.* No fractional Class A Common Shares shall be converted into Class B Common Shares.

2. Class B Common Shares.

(a) *Voting Rights.* The holders of Class B Common Shares shall be entitled to one (1) vote for each Class B Common Share standing in their names on the books of the Corporation.

(b) *Dividends.* The Class B Common Shares are entitled to dividends from funds legally available therefor if, as and when declared by the Board of Directors of the Corporation. If any dividend is declared and paid with respect to the Class A Common Shares (a "Class A dividend"), then the following provisions shall apply: (1) if the Class A dividend is payable in cash, then, contemporaneously with the declaration and payment of such dividend, a dividend payable in cash shall be declared and paid with respect to the Class B Common Shares in the same amount per share; (2) if the Class A dividend is payable in Class A Common Shares, then, contemporaneously with the declaration and payment of such dividend, a dividend payable in Class B Common Shares shall be declared and paid with respect to the Class B Common Shares in an amount (number of shares) per share equal to the amount (number of shares) per share of such Class A dividend; and (3) if the Class A dividend is payable other than in cash or Class A Common Shares, then, contemporaneously with the declaration and payment of such dividend, an identical dividend, of like kind and equal amount (on a per share basis), shall be declared and paid with respect to the Class B Common Shares.

(c) *Conversion.* The Class B Common Shares are not convertible into any other class of the Corporation's capital stock.

ARTICLE V

Preemptive Rights

The shareholders of the Corporation shall have no preemptive right to acquire unissued shares of the Corporation or securities of the Corporation convertible into or carrying a right to subscribe to or acquire such shares.

ARTICLE VI

Registered Officers; Registered Agent

The street address of the initial registered office of the Corporation is 400 W. Market Street, 32nd Floor, Louisville, Kentucky 40202, and the name of the registered agent at such office is FBT LLC.

ARTICLE VII

Principal Office

The mailing address of the principal office of the Corporation is 12011 Hunting Crest Drive, Prospect, Kentucky 40059.

ARTICLE VIII

Indemnification and Insurance

A. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the KBCA, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expenses, liability and losses (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in paragraph B hereof, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this paragraph A of Article VIII shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the KBCA requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this section or otherwise. The Corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

B. Right of Claimant to Bring Suit. If a claim under paragraph A of this Article VII is not paid in full by the Corporation within 30 days after a written claim has been received by the Corporation, the claimant may, at any time thereafter, bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standard of

conduct which makes it permissible under the KBCA for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the KBCA, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

C. Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, Bylaw, agreement, vote of shareholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the KBCA.

ARTICLE IX

Limitation on Director Liability

A. Scope of Limitation. A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for any act or omission constituting a breach of his or her duty as a director, unless such act or omission (i) relates to a transaction in which the director has a personal financial interest which is in conflict with the financial interests of the Corporation or its shareholders; (ii) is not in good faith or involves intentional misconduct or is known to the director to be in violation of law; (iii) is a vote for or assent to an unlawful distribution to shareholders as prohibited under KRS 271B.8-330; or (iv) relates to a transaction from which the director derives an improper person benefit.

B. Amendment of KBCA. If the KBCA is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the KBCA, as so amended, and without the necessity for further shareholder action in respect hereof.

C. Repeal of Modification. Any repeal or modification of this Article IX by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such repeal or modification.

ARTICLE X

Shareholder Action Without a Meeting


Any action, except the election of directors, required or permitted by the KBCA to be taken at a shareholders meeting may be taken without a meeting and without prior notice, except as provided below, if the action is taken by shareholders entitled to vote on the action representing not less than 80% of the votes entitled to be cast. Any action taken pursuant to the authority of this Article X shall be evidenced by one or more written consents describing the action taken, signed by the shareholders taking the action, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. Any action taken under the authority of this Article X shall be effective when consents representing the votes necessary to take the action are delivered to the Corporation, or upon delivery of the consents representing the necessary votes, as of a different date if specified in the consent. Any shareholder giving a consent may revoke the consent by a writing received by the Corporation prior to the time that consents representing the votes required to take the action have been delivered to the Corporation, but may not do so thereafter. Prompt notice of the taking of any action by shareholders without a meeting pursuant to the authority of this Article X by less than unanimous written consent shall be given to those shareholders entitled to vote on the action who have not consented in writing. If the KBCA requires that notice of the proposed action be given to non-voting shareholders and the action is to be taken by consent of the voting shareholders under this Article X, the Corporation shall give its non-voting shareholders and voting shareholders whose consent is not solicited, written notice of the proposed action at least ten days before the action is taken. The notice shall contain or be accompanied by the same material that, under the KBCA, would have been required to be sent to non-voting shareholders in a notice of meeting at which the proposed action would have been submitted to the shareholders for action.

ARTICLE XI

Incorporator

William G. Strench, whose address is 400 West Market Street, 32nd Floor, Louisville, Kentucky 40202, is the incorporator of the Corporation.

IN WITNESS WHEREOF, witness the signature of the incorporator of Madison Roadhouse, Inc. this 11th day of July, 2018.



William G. Strench, Incorporator

CONSENT TO APPOINTMENT OF REGISTERED AGENT

The undersigned hereby consents to and accepts his appointment as the registered agent for Madison Roadhouse, Inc., a corporation.

FBT LLC

By: Gayle R. Williams
Gayle R. Williams, Manager

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