

J. C. Stephenson
Jay C. Stephenson
Clerk of Superior Court Cobb County

IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA

MILLER CAPITAL VENTURES, LLC,

Plaintiff

vs.

PERIMETER STEAKS, INC.; JEFFREY
LANDAU a/k/a JEFFREY R. LANDAU; AMY
LANDAU a/k/a AMY B. LANDAU;
METROTAINTMENT CAFES, INC.; PEACH
STATE RESTAURANTS, LLC f/k/a PEACH
STATE RESTAURANTS, INC.; PEACHTREE
STEAKS, INC.; MYSTICAL PIZZA, LLC f/k/a
MYSTICAL PIZZA, INC.; MIDTOWN
RESTAURANTS, INC.; POLITICAL
CONCEPTS, LLC f/k/a POLITICAL
CONCEPTS, INC.; VININGS DINING, LLC
f/k/a VININGS DINING, INC.; and NORTH
FULTON RESTAURANTS, INC.

Defendants

*
*
* CIVIL ACTION
*
* FILE NO: 10-1-8988-99

COMPLAINT FOR DAMAGES

COMES NOW, Miller Capital Ventures, Inc. (hereinafter referred to as "Plaintiff"), by and through counsel, who shows this Court the following:

COUNT I
PROMISSORY NOTE

1.

Perimeter Steaks, Inc. (hereinafter referred to as "Perimeter Steaks") is a corporation organized and existing under the laws of the state of Georgia. Perimeter Steaks may be served with process in the herein action by delivering a service copy of the summons and Complaint filed and issued in the herein action upon Perimeter Steaks' Registered Agent, Jeffrey R. Landau, at 1119 Logan Circle, NW, Fulton County, Atlanta, Georgia, 30318.

2.

Perimeter Steaks is jointly and severally liable to Plaintiff with co-Defendants, Peach State Restaurants, LLC, Mystical Pizza, LLC, Political Concepts, LLC, and Vinings Dining, LLC and is therefore subject to the jurisdiction and venue of this Court.

3.

On July 17, 2001, Perimeter Steaks executed a Promissory Note in favor of Plaintiff with a maturity date of June 30, 2007 (hereinafter referred to as the "Promissory Note"). Attached hereto as Exhibits "A-1" through "A-5" and made a part hereof by reference is a true and correct copy of the Promissory Note.

4.

On or about June 6, 2007 Plaintiff and Perimeter Steaks extended the maturity date of the Promissory Note to June 30, 2010.

5.

Perimeter Steaks defaulted under the Promissory Note by failing to pay the principal balance and interest due under the Promissory Note by June 30, 2010.

6.

On June 30, 2010 the Promissory Note had a principal balance due of \$1,450,000.00, plus accrued interest of \$15,587.51.

7.

On August 17, 2010 Plaintiff gave Perimeter Steaks written notice of its default under the Promissory Note. Attached hereto as Exhibits "B-1", "B-2", and "B-3" and made a part hereof by reference is a true and correct copy of the written notice of default.

8.

On August 17, 2010 Plaintiff made a written demand upon Perimeter Steaks for payment of a late charge on the unpaid principal amount and accrued interest due as of June 30, 2010, in the amount of \$73,279.38. Attached hereto as Exhibits "B-1", "B-2", and "B-3" and made a part hereof by reference is a true and correct copy of the written demand for payment of the late charge.

9.

More than ten (10) days have passed since Perimeter Steak's receipt of Exhibits "B-1", "B-2", and "B-3" and Perimeter Steaks has still failed to pay Plaintiff any portion of the principal balance, accrued interest, or the late charge due under the Promissory Note

10.

Perimeter Steaks is liable to Plaintiff for accrued interest on the unpaid principal balance due under the Promissory Note, from and including July 1, 2010 through and including September 8, 2010 in the amount of \$35,872.90, plus interest continuing to accrue until judgment is entered in the herein matter at the rate of \$512.47 per day.

11.

As a result of the uncured default under the Promissory Note, Perimeter Steaks is liable to Plaintiff in the principal amount of \$1,450,000.00, plus accrued interest through September 8, 2010 of \$51,460.41, plus a late charge of \$73,279.38.

12.

By this Complaint, Plaintiff gives Perimeter Steaks written notice in accordance with O.C.G.A. § 13-1-11 that Plaintiff intends to enforce the provision of the Promissory Note which requires the payment of attorney's fees, unless the principal sum of \$1,450,000.00, plus all interest sought in the herein Complaint, both demanded herein, are received by the Plaintiff within ten (10) days after receipt

of this Complaint by Perimeter Steaks. If payment of the principal and interest demanded herein is not received within ten (10) days after receipt of the Complaint by Perimeter Steaks, then Perimeter Steaks will be liable for reasonable attorney's fees incurred by Plaintiff in addition to the principal, interest, late charges, and costs herein prayed for.

COUNT II
PERSONAL GUARANTY

13.

Plaintiff reavers and realleges the allegations set forth in Paragraphs 3 through 11 of Count I of the herein Complaint as if stated herein verbatim and in their entirety.

14.

Defendant, Jeffrey Landau a/k/a Jeffrey R. Landau (hereafter referred to as "Jeff Landau"), is an individual residing within the state of Georgia. Jeff Landau may be served with process in the herein action at his residence located at 1115 Vernon Springs Court, NW, Atlanta, Fulton County, Georgia, 30327.

15.

Jeff Landau is jointly and severally liable to Plaintiff with co-Defendants, Peach State Restaurants, LLC, Mystical Pizza, LLC, Political Concepts, LLC, and Vinings Dining, LLC and is therefore subject to the jurisdiction and venue of this Court.

16.

Defendant, Amy Landau a/k/a Amy B. Landau (hereafter referred to as "Amy Landau"), is an individual residing within the state of Georgia. Amy Landau may be served with process in the herein action at her residence located at 1115 Vernon Springs Court, NW, Atlanta, Fulton County, Georgia, 30327.

17.

Amy Landau is jointly and severally liable to Plaintiff with co-Defendants, Peach State Restaurants, LLC, Mystical Pizza, LLC, Political Concepts, LLC, and Vinings Dining, LLC and is therefore subject to the jurisdiction and venue of this Court.

18.

Metrotainment Cafes, Inc. (hereinafter referred to as "Metrotainment Cafes") is a corporation organized and existing under the laws of the state of Georgia. Metrotainment Cafes may be served with process in the herein action by delivering a service copy of the summons and Complaint filed and issued in the herein action upon Metrotainment Cafes' Registered Agent, Jeffrey R. Landau, at 1119 Logan Circle, NW, Fulton County, Atlanta, Georgia, 30318.

19.

Metrotainment Cafes is jointly and severally liable to Plaintiff with co-Defendants, Peach State Restaurants, LLC, Mystical Pizza, LLC, Political Concepts, LLC, and Vinings Dining, LLC and is therefore subject to the jurisdiction and venue of this Court.

20.

Peach State Restaurants, LLC f/k/a Peach State Restaurants, Inc. (hereinafter referred to as "Peach State Restaurants") is a limited liability company organized and existing under the laws of the state of Georgia. Peach State Restaurants may be served with process in the herein action by delivering a service copy of the summons and Complaint filed and issued in the herein action upon Peach State Restaurants' Registered Agent, Adam Slipakoff, at 3350 Riverwood Parkway, Suite 1550, Cobb County, Atlanta, Georgia, 30339. Peach State Restaurants is subject to the jurisdiction and venue of this Court.

21.

Peachtree Steaks, Inc. (hereinafter referred to as "Peachtree Steaks") is a corporation organized and existing under the laws of the state of Georgia. Peachtree Steaks may be served with process in the herein action by delivering a service copy of the summons and Complaint filed and issued in the herein action upon Peachtree Steaks' Registered Agent, Jeffrey R. Landau, at 1119 Logan Circle, NW, Fulton County, Atlanta, Georgia, 30318.

22.

Peachtree Steaks is jointly and severally liable to Plaintiff with co-Defendants, Peach State Restaurants, Mystical Pizza, LLC, Political Concepts, LLC, and Vinings Dining, LLC and is therefore subject to the jurisdiction and venue of this Court.

23.

Mystical Pizza, LLC f/k/a Mystical Pizza, Inc. (hereinafter referred to as "Mystical Pizza") is a limited liability company organized and existing under the laws of the state of Georgia. Mystical Pizza may be served with process in the herein action by delivering a service copy of the summons and Complaint filed and issued in the herein action upon Mystical Pizza's Registered Agent, Adam Slipakoff, at 3350 Riverwood Parkway, Suite 1550, Cobb County, Atlanta, Georgia, 30339. Mystical Pizza is subject to the jurisdiction and venue of this Court.

24.

Midtown Restaurants, Inc. (hereinafter referred to as "Midtown Restaurants") is a corporation organized and existing under the laws of the state of Georgia. Midtown Restaurants may be served with process in the herein action by delivering a service copy of the summons and Complaint filed and issued in the herein action upon Midtown Restaurants' Registered Agent, Jeffrey R. Landau, at 1119 Logan Circle, NW, Fulton County, Atlanta, Georgia, 30318.

25.

Midtown Restaurants is jointly and severally liable to Plaintiff with co-Defendants, Peach State Restaurants, Mystical Pizza, Political Concepts, LLC, and Vinings Dining, LLC and is therefore subject to the jurisdiction and venue of this Court.

26.

Political Concepts, LLC f/k/a Political Concepts, Inc. (hereinafter referred to as "Political Concepts") is a limited liability company organized and existing under the laws of the state of Georgia. Political Concepts may be served with process in the herein action by delivering a service copy of the summons and Complaint filed and issued in the herein action upon Political Concepts' Registered Agent, Adam Slipakoff, at 3350 Riverwood Parkway , Suite 1550, Cobb County, Atlanta, Georgia, 30339. Political Concepts is subject to the jurisdiction and venue of this Court.

27.

Vinings Dining, LLC f/k/a Vinings Dining, Inc. (hereinafter referred to as "Vinings Dining") is a limited liability company organized and existing under the laws of the state of Georgia. Vinings Dining may be served with process in the herein action by delivering a service copy of the summons and Complaint filed and issued in the herein action upon Vinings Dining's Registered Agent, Adam Slipakoff, at 3350 Riverwood Parkway , Suite 1550, Cobb County, Atlanta, Georgia, 30339. Vinings Dining is subject to the jurisdiction and venue of this Court.

28.

North Fulton Restaurants, Inc. (hereinafter referred to as "North Fulton Restaurants") is a corporation organized and existing under the laws of the state of Georgia. North Fulton Restaurants may be served with process in the herein action by delivering a service copy of the summons and

Complaint filed and issued in the herein action upon North Fulton Restaurants' Registered Agent, Jeffrey R. Landau, at 1119 Logan Circle, NW, Fulton County, Atlanta, Georgia, 30318.

29.

North Fulton restaurants is jointly and severally liable to Plaintiff with co-Defendants, Peach State Restaurants, Mystical Pizza, Political Concepts, and Vinings Dining and is therefore subject to the jurisdiction and venue of this Court.

30.

On or about July 17, 2001, Jeff Landau, Amy Landau, Metrotainment Cafes, Peach State Restaurants, Peachtree Steaks, Mystical Pizza, Midtown Restaurants, Political Concepts, Vinings Dining, and North Fulton Restaurants (hereinafter occasionally collectively referred to as "Guarantors") executed a guaranty, guaranteeing payment to Plaintiff of the Promissory Note by Perimeter Steak (hereinafter referred to as the "Guaranty"). Attached hereto as Exhibits "C-1" through "C-5" and made a part hereof by reference is a true and correct copy of the Guaranty.

31.

Guarantors have breached the Guaranty by failing to pay Plaintiff the principal sum of \$1,450,000.00, plus accrued interest through and including September 8, 2010 in the amount of \$51,460.41, plus late charges of \$73,279.38.

32.

Guarantors are liable to Plaintiff for interest accruing on the unpaid principal debt at the rate of \$512.47 per day from and including September 9, 2010 until judgment is entered in the herein matter.

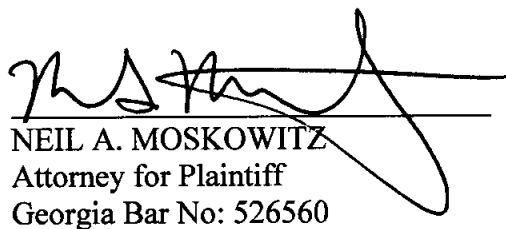
33.

By this Complaint, Plaintiff gives Guarantors written notice in accordance with O.C.G.A. § 13-1-11 that Plaintiff intends to enforce the provision of the Guaranty which requires the payment of

reasonable attorney's fees, unless the principal sum of \$1,450,000.00, plus all interest sought in the herein Complaint, both demanded herein, are received by the Plaintiff within ten (10) days after receipt of this Complaint by Guarantors. If payment of the principal and interest demanded herein is not received within ten (10) days after receipt of the Complaint by Guarantors, then Guarantors will be liable for reasonable attorney's fees incurred by Plaintiff in addition to the principal, interest, late charges, and costs herein prayed for.

WHEREFORE, Plaintiff prays that judgment be entered in favor of Plaintiff and against Perimeter Steaks, Jeff Landau, Amy Landau, Metrotainment Cafes, Peach State Restaurants, Peachtree Steaks, Mystical Pizza, Midtown Restaurants, Political Concepts, Vinings Dining, and North Fulton Restaurants, jointly and severally, in the principal sum of \$1,450,000.00, plus accrued interest through and including September 8, 2010 in the amount of \$51,460.41 plus interest continuing to accrue at the current rate of \$512.47 per day from September 9, 2010 until judgment is entered in the herein matter, plus late charges of \$73,279.38, plus reasonable attorney fees incurred by Plaintiff, plus post-judgment interest at the rate of 12.9% per annum from the date of judgment and all costs of this action.

MOSKOWITZ & MARTIN, LLP
One Lakeside Commons
990 Hammond Drive, Suite 990
Atlanta, Georgia 30328
(678) 775-3557



NEIL A. MOSKOWITZ
Attorney for Plaintiff
Georgia Bar No: 526560

NAM/mm

PROMISSORY NOTE

\$1,500,000.00

Atlanta, Georgia
July 17, 2001

FOR VALUE RECEIVED, **Perimeter Steaks, Inc.**, whose mailing address is 1057 Juniper Street, Atlanta, Georgia 30309 ("Maker"), promises to pay to the order of **Miller Capital Ventures, LLC**, whose mailing address is 620 Hembree Parkway, Suite 100, Roswell, Georgia 30076 ("Payee," Payee together with any subsequent holder(s) hereof, hereinafter collectively referred to as "Holder"), at Holder's mailing address or at such other place as Holder may designate to Maker in writing from time to time, the principal sum of ONE MILLION FIVE HUNDRED THOUSAND AND 00/100ths DOLLARS (\$1,500,000.00), PAYABLE BY Maker in the amounts and on the dates and at the interest rates set forth on Exhibit A attached hereto.

Maker hereby agrees to pay immediately, upon demand by Holder, a late charge equal to five percent (5%) of any payment due hereunder if such payment is not made on or before the tenth (10th) day following the due date applicable to such payment. All payments under this Note are required to be made in accordance with the schedules on Exhibit "A" attached hereto and expressly incorporated herein by reference and made a part hereof.

Legal Rate of Interest. In no event shall the amount of interest imputed hereunder exceed the maximum rate of interest allowed by applicable law, and in the event any such imputed interest is required, then such excess sum shall be credited as payment of principal. It is the express intent hereof that no interest be imputed in excess of that which may be legally paid by Maker under applicable law.

Prepayments. This Note may not be prepaid in whole or in part except upon payment of the following payment premium:

If prepaid in Year 1	10% of outstanding balance
If prepaid in Year 2	8% of outstanding balance
If prepaid in Year 3	6% of outstanding balance
If prepaid in Year 4	4% of outstanding balance
If prepaid in Year 5	2% of outstanding balance
If prepaid in Year 6	1% of outstanding balance

Notwithstanding the foregoing, Maker may prepay on each anniversary of this Note, without any penalty or prepayment premium or charge of any sort, an amount equal to 15% of the loan amount; provided, Maker must give prior written notice of its intent to make such prepayment at least 10 days in advance of the anniversary date.

Any and all prepayments shall be applied first to outstanding interest and then to outstanding principal.

Default.

The following shall constitute an event of default under this Note:

1. Maker shall fail to make timely the payments required hereunder; or

EXHIBIT "A-1"



2. There shall be an uncured event of default under Maker's lease agreement with Perimeter Mall, Inc., governing the leasehold premises consisting of approximately 9,400 square feet at Perimeter Mall, Atlanta, Georgia.
3. An uncured event of default under that certain Agreement Concerning Various Loans Made by Miller Capital Ventures, L.L.C. and Other Entities Controlled by Miller Capital Ventures, L.L.C. as Lender to Entities Operating Garrison's Restaurants.

Holder shall give Maker written notice of any default. Maker shall have ten (10) days after its receipt of such written notice in which to cure the default by paying to Holder the amounts then owed, plus applicable late fees, and upon Maker's failure to so cure it default, then at Holder's option all unpaid amounts owed under this Note may be declared due and payable and may be collected forthwith, regardless of the stipulated date of maturity.

Time of Essence. Time is of the essence of this Note.

Attorneys' Fees. In the event this Note, or any part thereof, is collected by or through an attorney at law, Maker agrees to pay all reasonable costs of collection, including, but not limited to reasonable attorney's fees actually incurred and paid by Holder.

Presentment Waiver. Presentment for payment, demand, protest, and notice of demand, protest and non-payment, and all other notices are hereby waived by Maker. No failure to accelerate the debt evidenced hereby by reason of default hereunder, acceptance of a past due installment, or indulgences granted from time to time shall be construed (i) as a novation of this Note or as a reinstatement of the indebtedness evidenced hereby or as a waiver of such right of acceleration or of the right of Holder thereafter to insist upon strict compliance with the terms of this Note, or (ii) to prevent the exercise of such right of acceleration or any other right granted hereunder or by the laws of the State of Georgia; and Maker hereby expressly waives the benefit of any statute or rule of law or equity now provided, or which may hereafter be provided, which would produce a result contrary to, or in conflict with, the foregoing. No extension of the time for the payment of this Note or any installment due hereunder, made by agreement with any person now or hereafter liable for the payment of this Note, shall operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part unless Holder agrees otherwise in writing. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought. Maker hereby waives and renounces for itself, its successors and assigns, all rights to the benefits of any statute of limitations, any moratorium, reinstatement, marshaling, forbearance, valuation, stay, extension, redemption, appraisalment, exemption and homestead now provided, or which may hereafter be provided by the Constitution and laws of the United States of America and of any State thereof, both as to itself and in and to all its property, real and personal, against the enforcement and collection of the obligations evidenced by this Note.

Maker hereby waives any right Maker may have under any applicable law to a trial by jury with respect to any suit or legal action which may be commenced by or against Holder concerning the interpretation, construction, validity, enforcement, or performance of this Note or any other agreement or instrument executed in connection herewith. In the event any such suit or legal action is commenced by Holder, Maker hereby expressly agrees, consents, and submits to the personal jurisdiction of any state or federal court sitting in Fulton County, Georgia, with respect to suit or legal action, and Maker also expressly consents and submits to and agrees that venue in any such suit or legal action is proper in said courts and county, and Maker hereby expressly waives any and all personal rights under applicable law or in equity to object to the jurisdiction and venue in said courts and county. The jurisdiction and venue of the courts consented and submitted to and agreed upon in this paragraph are not exclusive but are

cumulative and in addition to the jurisdiction and venue of any other court under any applicable laws or in equity.

Notices. All notices, demands, or requests provided for or permitted to be given pursuant to this Note must be in writing and shall be deemed to have been properly given if deposited in the United States Mail, postpaid and registered or certified, return receipt requested, and addressed to the mailing address set forth above. All notices, demands and requests shall be effective upon the earlier of (i) the date of actual receipt by the addressee, or (ii) 3 days after said notice is mailed as set forth above. By giving prior written notice hereof, Maker and Holder shall have the right from time to time and at any time during the term of this Note to change their respective addresses.

Severance. If any provisions of this Note or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Note and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Security. The indebtedness evidenced by this Note and the obligations created hereby are (a) secured by a pledge, pursuant to a Stock Pledge Agreement executed of even date herewith, of: (i) 51% of the common stock of Maker pursuant to a Stock Pledge Agreement executed of even date herewith; and (ii) 25% of the common stock of North Fulton Restaurants, Inc., (iii) that certain Collateral Assignment of Lease and Trade Name; and (b) is guaranteed by each of Peach State Restaurants, Inc., Peachtree Steaks, Inc., Mystical Pizza, Inc., Midtown Restaurants, Inc., Political Concepts, Inc., Vinings Dining, Inc., Metrotainment Cafes, Inc., North Fulton Restaurants, Inc., Jeffrey Landau and Amy Landau.

Governing Law. This Note is intended as a contract under, and shall be construed and enforceable in accordance with, the laws of the State of Georgia.

Successors Bound. As used herein, the terms "Maker" and "Holder" shall be deemed to include their respective heirs, successors, legal representatives, and assigns, whether by voluntary action of the parties or by operation of law.

IN WITNESS WHEREOF, Maker has executed this Note under seal as of the date first above written.

PERIMETER STEAKS, INC.

BY: Jeffrey Landau (SEAL)
JEFFREY LANDAU
Its President

ACKNOWLEDGED, ACCEPTED AND AGREED:

MILLER CAPITAL VENTURES, LLC

BY: Michael R Miller (SEAL)
MICHAEL MILLER
Its Manager

EXHIBIT A

Schedule of Advances by Payee.

Payee shall advance the full loan amount on the following schedule of installments:

Closing Date	\$150,000.00
August 15, 2001	\$200,000.00
September 15, 2001	\$300,000.00
October 15, 2001	\$300,000.00
November 15, 2001	\$300,000.00
December 15, 2001	\$250,000.00

After the first advance pursuant to the above-referenced schedule, Maker shall provide documentation in reasonable form from Maker's architect or contractor that work approximating the amount of the draw to be advanced by Payee has been substantially completed. This documentation shall be in addition to lien waivers required under Maker's agreements with its contractor and architect. Upon the date of the final draw, Maker shall deliver a properly executed contractor's affidavit executed by Maker's general contractor in compliance with Georgia law stating that all lien rights of the general contractor, its sub-contractors and materialmen have been satisfied. Maker agrees that all funds advanced by Payee hereunder shall be used in the construction (including hard costs and soft costs of construction) of the restaurant to be constructed at Perimeter Mall and for no other purposes.

Payment of Interest.

Interest shall accrue on each installment, from the date of its actual delivery by Payee to Maker, at the rate of 12.9% per annum (the "Interest Rate"), simple interest, provided however, if at any time the interest rate announced by First Union National Bank or its successors as its "prime rate" increases to a rate above 9.5% per annum, the Interest Rate on the outstanding principal balance of the Note in an amount not to exceed \$700,000.00 shall increase proportionately, provided further however, that if Maker shall have failed to pay dividends, distributions or other income (excluding the amounts due under this Note) to Payee in the amount of \$50,000.00 per annum, based on the average of dividends paid for two consecutive years, as further described in paragraph 8 of that certain Shareholder Agreement dated even date herewith between Maker, Payee and Metrotainment Cafes, Inc., then upon written notice to Maker by Payee (the "Notice"), (i) the Interest Rate shall increase to 14.9% per annum (the "Increased Interest Rate"); (ii) Maker shall pay Payee within thirty (30) days of receipt of such notice an origination fee of three percent (3%) of the then outstanding principal balance of the Note; (iii) as long as any amounts remain outstanding under the Note, Maker shall pay Payee annually, on the anniversary date of the Note, an amount equal to three-fourths (3/4) of one percent (1%) of Maker's previous year's annual gross sales of food and alcoholic beverages, provided, however, Maker shall deduct the amount of dividends, distributions or other income paid to Payee prior to receipt of the Notice from the amounts payable under this subsection (iii); (iv) within thirty (30) days of the receipt of the Notice, Maker shall pay Payee an amount equal to (a) interest due under the Note from inception of the Note calculated using the Increased Interest Rate minus (b) interest due on the Note using the Interest Rate; and (v) Payee shall have delivered to the Company its certificate representing

EXHIBIT

"A-4"

all of the Maker's common stock owned by Payee, accompanied by a stock power duly executed in blank by Payee.

Required Payments of Principal.

Commencing August 1, 2001, Maker shall make monthly payments of interest only, on the 1st day of each month. Maker shall also make the following principal payments:

July 15, 2002	\$ 50,000.00
July 15, 2003	\$100,000.00
July 15, 2004	\$100,000.00
July 15, 2005	\$100,000.00
July 15, 2006	\$100,000.00

This Note shall mature, and all outstanding principal and interest due under this Note shall be fully due and payable, on June 30, 2007.



MOSKOWITZ & MARTIN LLP

One Lakeside Commons
990 Hammond Drive, Suite 990
Atlanta, Georgia 30328-5519

ATTORNEYS AT LAW

Phone: (678) 775-3557 Fax: (770) 901-9417
nmoskowitz@mmlawatl.com

August 17, 2010

VIA CERTIFIED MAIL-RETURN RECEIPT REQUESTED
AND FIRST CLASS MAIL

PERIMETER STEAKS, INC.

1057 Juniper Street
Atlanta, GA 30309

VIA CERTIFIED MAIL-RETURN RECEIPT REQUESTED
AND FIRST CLASS MAIL

PERIMETER STEAKS, INC.

c/o Jeffrey R. Landau, CEO, CFO, & Secretary
1119 Logan Circle NW
Atlanta, GA 30318

Re: \$1,500,000.00 Promissory Note dated July 17, 2001 between Perimeter Steaks, Inc. and Miller Capital Ventures, LLC, as amended by the Addendum and Agreement Concerning Various Loans Between Miller Capital Ventures, LLC and Various Garrison Entities Controlled By Jeffrey Landau or Affiliates of Jeffrey Landau executed June 6, 2007 (hereinafter collectively referred to as the "Promissory Note")

NOTICE OF DEFAULT OF PROMISSORY NOTE

Dear Mr. Landau:

Please be advised that I represent Miller Capital Ventures, LLC (hereinafter referred to as "Miller Capital") concerning the above referenced matter. This letter shall provide formal notice to Perimeter Steaks, Inc. (hereinafter referred to as "Perimeter Steaks") of its default under the Promissory Note

On June 30, 2010, the Promissory Note matured. At that time, the remaining principal balance of \$1,450,000.00, as well as accrued interest totaling \$15,587.51, was due to have been paid in full. No payment was made at that time. Accordingly, a default occurred under the Promissory Note at that time. In fact, as of the date of this letter these sums have still not been paid.

Due to the failure to pay the aforementioned principal and interest by July 10, 2010, Miller Capital does hereby demand immediate payment of a late charge in the amount of \$73,279.38.

EXHIBIT

"B-1"

PERIMETER STEAKS, INC.

August 17, 2010

Page 2 of 3

In addition to the foregoing principal, interest, and late charge, beginning July 1, 2010, post maturity interest has accrued on the principal debt at the rate of 12.9% per annum or \$512.47 per day. Accordingly, through August 17, 2010, Perimeter Steaks is liable for post maturity interest totaling \$24,598.56. Post maturity interest will continue to accrue until the entire principal balance due under the Promissory Note has been paid in full.

Landlord does hereby demand immediate payment of the principal balance due under the Promissory Note, accrued interest, and a late charge in the current total amount of \$1,563,465.40.

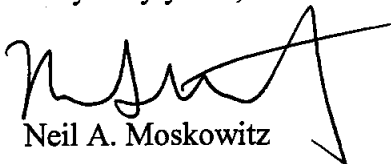
In the event that payment totaling \$1,563,465.40, plus accruing post maturity interest, is not received within ten (10) days of receipt of this letter, a lawsuit will be filed against Perimeter Steaks. In addition, my client will also file a personal property foreclosure action to obtain possession of the personalty and fixtures which were located at the Garrison's Broiler & Tap at Perimeter Mall.

In the event that a lawsuit is filed, Jeffrey Landau, Amy Landau, Metrotainment Cafes, Inc., Peach State Restaurants, LLC, Peachtree Steaks, Inc., Mystical Pizza, LLC, Midtown Restaurants, Inc., Political Concepts, LLC, Vinings Dining, LLC, and North Fulton Restaurants, Inc. (hereinafter collectively referred to as "Guarantors") will also be named as parties. Guarantors are liable to Miller Capital by virtue of the written Guaranty dated July 17, 2001.

Pursuant to O.C.G.A. § 13-1-11, Perimeter Steaks is hereby put on notice that Miller Capital intends to enforce the provision of the Promissory Note that calls for the payment of attorney's fees. Accordingly, unless payment of the principal balance and interest is made within ten (10) days from receipt of this correspondence, then attorney's fees will also become part of Perimeter Steak's liability to Miller Capital.

Should you have any questions, please feel free to contact me. Your prompt and undivided attention to this matter is now required.

Very truly yours,



Neil A. Moskowitz

NAM/mm

cc: Jeffrey Landau, (via certified mail-return receipt requested and first class mail)
1115 Vernon Springs Court, NW
Atlanta, GA 30327-4506

Amy Landau, (via certified mail-return receipt requested and first class mail)
1115 Vernon Springs Court, NW
Atlanta, GA 30327-4506

EXHIBIT

"B-2"

PERIMETER STEAKS, INC.
August 17, 2010
Page 3 of 3

Metrotainment Cafes, Inc. , (via certified mail-return receipt requested and first class mail)
Attn: Jeffrey Landau, CEO, CFO, and Secretary
1119 Logan Circle NW
Atlanta, GA 30318

Peach State Restaurants, LLC, (via certified mail-return receipt requested and first class mail)
1119 Logan Circle, NW
Atlanta, GA 30318

Peachtree Steaks, Inc. , (via certified mail-return receipt requested and first class mail)
Attn: Jeffrey Landau, CEO, CFO, and Secretary
1119 Logan Circle NW
Atlanta, GA 30318

Mystical Pizza, LLC, (via certified mail-return receipt requested and first class mail)
1119 Logan Circle, NW
Atlanta, GA 30318

Midtown Restaurants, Inc. , (via certified mail-return receipt requested and first class mail)
Attn: Jeffrey Landau, CEO, CFO, and Secretary
1057 Juniper Street, NE
Atlanta, GA 30309

Political Concepts, LLC, (via certified mail-return receipt requested and first class mail)
1119 Logan Circle, NW
Atlanta, GA 30318

Vinings Dining, LLC, (via certified mail-return receipt requested and first class mail)
1119 Logan Circle, NW
Atlanta, GA 30318

North Fulton Restaurants, Inc. , (via certified mail-return receipt requested and first class mail)
Attn: Jeffrey Landau, CEO, CFO, And Secretary
1119 Logan Circle, NW
Atlanta, GA 30318

EXHIBIT "B-3"

GUARANTY

This Guaranty is given this 17th day of July, 2001, by **METROTAINMENT CAFES, INC., JEFFREY LANDAU, AMY LANDAU, PEACH STATE RESTAURANTS, INC., PEACHTREE STEAKS, INC., MYSTICAL PIZZA, INC., MIDTOWN RESTAURANTS, INC., POLITICAL CONCEPTS, INC., VININGS DINING, INC. and NORTH FULTON RESTAURANTS, INC.**, jointly and severally (hereinafter referred to collectively as "Guarantor") for the benefit of **MILLER CAPITAL VENTURES, LLC ("Lender")**, and its successors, and assigns.

WITNESSETH:

WHEREAS, Lender has accepted a promissory note of even date herewith, in the original principal amount of ONE MILLION FIVE HUNDRED THOUSAND AND 00/100TH DOLLARS (\$1,500,000.00) (the "Note"), incorporated herein by this reference, from Perimeter Steaks, Inc., a Georgia corporation (hereinafter referred to as "Borrower");

WHEREAS, Guarantor has agreed to guarantee the payment of the Note in the manner hereinafter set forth;

NOW, THEREFORE, for value received, and to induce Lender to make a loan, extend credit, or make other financial accommodations available to Borrower, the undersigned, as Guarantor, for the considerations set forth below, hereby agree as follows:

1. This Guaranty is an unconditional, absolute and continuing guaranty. This Guaranty is made for the purpose of securing for Borrower a loan by Lender to Borrower pursuant to the Note. Such loan, and all extensions or renewals of the Note now or at any time hereafter owing by Borrower to Lender, are made by Lender in reliance on this Guaranty, are to the interest and benefit of Guarantor, and are sufficient consideration for the execution and delivery of this Guaranty by Guarantor.

2. Guarantor hereby guarantees to Lender the prompt payment and performance by Borrower, when due, of all the obligations of Borrower arising under the Note. This Guaranty is a guaranty of payment and performance and not of collection. In the event Borrower, at any time, fails to pay or perform any of its obligations as and when the same become due, whether by acceleration of maturity or otherwise, and in accordance with all applicable terms and conditions, Guarantor agrees to pay or perform said obligations immediately. Upon failure of Guarantor to do so, Lender may, in its discretion, enforce the collection or performance of Borrower's obligations against Guarantor by action in any court of competent jurisdiction, or in any other manner provided by law, the same as if Borrower's obligations were the primary and individual debt or obligation of Guarantor, and without first seeking to enforce said obligations by action or otherwise against Borrower; or, Lender may, in its discretion, proceed in any manner provided by law or by contract for collection of the obligations against either or both Guarantor and

Borrower the same as if the obligations were primarily and individually the debt of both Guarantor and Borrower, jointly and severally.

3. Guarantor hereby:

(a) Consents that Lender may, without discharging Guarantor or in any way affecting the obligations of Guarantor under this Guaranty, without notice to or further consent from Guarantor: (i) exchange, release, or surrender to Borrower or to Guarantor or any other person, or waive, release, subordinate, fail to perfect any lien or security interest in, or otherwise impair, any collateral now or hereafter held as security for any of the guaranteed obligations; (ii) waive or delay the exercise of any of its rights or remedies against Borrower or any other person or entity, including, without limitation, Guarantor; (iii) with or without consideration, release Borrower or any other person or entity, including, without limitation, any other guarantor of the guaranteed obligations; (iv) renew, extend, or modify the terms of any of the guaranteed obligations or of any promissory note or other instrument or agreement evidencing the same; (v) apply payments made by Borrower, Guarantor, or any other person or entity, in such manner and in such order as Lender may reasonably elect, as long as such payments are applied to the guaranteed obligations and the Note; (vi) apply payments received from Borrower first to pay any indebtedness of Borrower that is not guaranteed by Guarantor, if any, before reducing the guaranteed obligations; and (vii) in the event of the filing of a petition (whether voluntary or involuntary) under any chapter of the federal bankruptcy code with respect to Borrower, participate in the bankruptcy proceedings, and exercise any and all rights set forth in clauses (i) through (vi) above or otherwise available to Lender under applicable law, including, without limitation, voting for or against any plan of reorganization, consenting to the use of any cash collateral, consenting to the sale, use, or lease of any collateral securing any of the guaranteed obligations, and entering into any compromise or settlement regarding the guaranteed obligations or any collateral therefor;

(b) Waives all notices of (i) Lender's acceptance of this Guaranty or its intention to act, or its actions, in reliance hereon, and (ii) presentment with respect to any promissory note or other instrument or agreement now or hereafter evidencing any of the guaranteed obligations.

(c) Waives any right to require Lender to take action against Borrower as provided for in Section 10-7-24 of the Official Code of Georgia Annotated or any other statute or applicable law, and waives any requirement that suit under this Guaranty be brought within any period of time shorter than the general statute of limitations applicable to contracts;

(d) Waives any right to require Lender to marshal the assets of Borrower or any other person and agrees that Lender may proceed against any collateral securing the guaranteed obligations (whether or not Guarantor or any other person holds a lien on only a part of such collateral) and against parties liable on any of the guaranteed obligations in such order as Lender may elect, the benefit of any rule of law or equity to the contrary being hereby expressly waived by Guarantor; and

(e) Agrees that Lender may, at its election, release or satisfy of record any collateral for the Guaranty only after any applicable preference periods have elapsed.

4. Guarantor hereby agrees to pay all reasonable costs of collection under this Guaranty, including, without limitation, court costs, litigation expenses, and reasonable attorneys' fees if referred to an attorney for collection (but not to exceed those actually incurred).

5. Jeff and Amy Landau will provide to Lender annually true and correct copies of their personal federal tax returns (Form 1040) within thirty (30) days of the date of filing.

6. All notices, requests, demands and other communications hereunder shall be in writing, and shall be deemed to have been duly given upon delivery or on the third day following mailing by registered or certified mail, return receipt requested, postage prepaid, as follows:

If to the Guarantor, at:

1057 Juniper Street
Atlanta, Georgia 30309

If to Lender, at:

620 Hembree Parkway, Suite 100
Roswell, Georgia 30076

7. No delay by Lender in enforcing its rights hereunder shall prejudice its rights to enforce this Guaranty. All rights and remedies under this Guaranty, under any other agreement, and under applicable law shall be cumulative, and any failure of Lender to exercise any such right or remedy shall not be construed as a waiver of the right to exercise the same or any other right or remedy at any time and from time to time, thereafter. No waiver by Lender of any right or remedy shall constitute a waiver of any other or future right or remedy. This Guaranty shall inure to the benefit of Lender, its successors and assigns, and to any person to whom Lender may grant an interest in any of the guaranteed obligations, and shall be binding upon Guarantor, and their respective heirs, executors, administrators, successors, and assigns. This Guaranty sets forth the entire agreement and understanding of Guarantor with respect to the subject matter hereof. In the event any one or more of the provisions of this Guaranty shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Guaranty shall not in any way be affected or impaired thereby. In the event of termination, cancellation, revocation, or release of this Guaranty as to any one or more guarantors, this Guaranty shall continue in full force and effect with respect to the remaining guarantors. This Guaranty shall be governed, construed, and enforced in accordance with the substantive laws of the State of Georgia, without regard to principles of conflict of laws.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty on the date first written above.

METROTAINMENT CAFES, INC.

By: Jeffrey Landau
Jeffrey Landau, Its President

Jeffrey Landau
JEFFREY LANDAU, individually

Amy Landau
AMY LANDAU, individually

PEACH STATE RESTAURANTS, INC.

By: Jeffrey Landau
Jeffrey Landau, Its President

PEACHTREE STEAKS, INC.

By: Jeffrey Landau
Jeffrey Landau, Its President

MYSTICAL PIZZA, INC.

By: Jeffrey Landau
Jeffrey Landau, Its President

MIDTOWN RESTAURANTS, INC.

By: Jeffrey Landau
Jeffrey Landau, Its President

POLITICAL CONCEPTS, INC.

By: Jeffrey Landau
Jeffrey Landau, Its President

VININGS DINING, INC.

By: Jeffrey Landau
Jeffrey Landau, Its President

NORTH FULTON RESTAURANTS, INC.

By: Jeffrey Landau
Jeffrey Landau, Its President