

EXHIBIT D

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July 20, 2010

VIA OVERNIGHT COURIER

Restful Furniture Corporation
51 Rodeo Drive
Edgewood, NY 11717

Edward Moses
18 Wimpleton Court
Jerico, NY 11753

Irwin Horowitz
160 E. 65th Street
Apartment 26A
New York, NY 10021

NOTICE OF DEFAULT AND RESERVATION OF RIGHTS

Re: Bank of America, N.A., successor by merger to Fleet National Bank ("Bank")
Restful Furniture Corporation ("Borrower"), Edward Moses & Irwin Horowitz
("Guarantors").

Dear Borrower & Guarantors:

We represent Bank. Reference is made to that certain First Amendment to Building Loan Mortgage Note and Waiver Agreement ("Amendment") dated as of April 28, 2010 and executed by Bank, Borrower and Guarantors. Capitalized terms not otherwise defined herein have the same meanings as set forth in the Amendment.

As of the date hereof, certain defaults exist under the Facility Documents, including without limitation, failure to make the monthly payment due for the month of May, 2010 and every subsequent month thereafter.

As a result of these defaults, Bank has implemented the default rate of interest from the date of default. Bank will exercise its rights under the Facility Documents to collect the rents through appointment of a receiver or otherwise.

Bank shall make no further advances under the Facility Documents. The total indebtedness is hereby demanded. Notwithstanding any discussion that Bank may have had at your request regarding possible modifications of the Facility Documents, Bank reserves all rights and remedies available to it under the Facility Documents and under applicable law. No such discussions shall imply an agreement on the part of Bank to waive any of its rights and remedies

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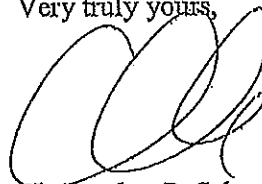
or to forbear from taking any action authorized by the Facility Documents or by applicable law whether or not such discussions shall be continuing. Should Bank agree to consider your request for a modification, Bank may, at its option, require you to sign an agreement setting forth the conditions under which Bank would consider your request.

Partial payment of any amount due may, at Bank's option, be accepted and applied on account of the due and unpaid balance. If so accepted, such partial payment shall be without waiver of or prejudice to any rights or remedies available to Bank on account of unpaid amounts. Any delay or forbearance by Bank in the enforcement or pursuit of any of its rights and remedies under the Facility Documents or under applicable law shall not constitute a waiver thereof, nor shall it be a bar to the exercise of Bank's rights or remedies at a later date.

No modification of the Facility Documents and no other agreement or understanding of any nature shall be deemed to have been entered into by or be binding on Bank or Special Servicer unless and until Bank and Borrower have reached agreement on all issues, and such entire agreement shall have been reduced to a written document that expressly states that it modifies the Facility Documents and is duly executed by Bank, Borrower and Guarantors of the Facility. Oral agreements, emails, memoranda of meetings, summaries of proposed terms, etc., shall have no effect whatsoever and shall not be binding on Bank.

Please further note that the Bank has implemented the default rate of interest and shall take steps to recover the rents through a receivership or otherwise, if the defaults are not addressed immediately to the Bank's satisfaction. Please have your attorney contact me immediately.

Very truly yours,



Christopher P. Schueller

CPS/st

cc: Matthew J. Hyland, Bank of America, N.A. (by electronic mail only)