

THE BACK RUBBER II INC.
INFORMATION FOR PROSPECTIVE BUSINESS OPPORTUNITY PURCHASERS
REQUIRED BY THE FEDERAL TRADE COMMISSION.

To protect you, we've required sellers of business opportunities to give you this information. We haven't checked it, and don't know if it's correct. It should help you to make up your mind. Study it carefully. While it includes some information about your contract, don't rely on it alone to understand your contract. Read your entire contract carefully. Buying a business opportunity is a complicated investment. Take your time to decide. If, possible, show your contract and this information to an advisor, like a lawyer or an accountant. If you find anything you think may be wrong or anything important that has been left out, you should let us know about it. It may be against the law.

There also may be laws on business opportunities in your state. Ask your state agencies about them.

Federal Trade Commission
Washington, D.C.

THE BACK RUBBER II INC.

The effective date of this Disclosure
Statement is June 1, 2010.

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Pursuant to 16 CFR 437.1 et seq., a Trade Regulation Rule of the Federal Trade Commission regarding Disclosure Requirements and Prohibitions Concerning Business Opportunities, the following information is set forth on THE BACK RUBBER II INC., a Delaware limited liability company, for your examination.

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1. IDENTIFYING INFORMATION AS TO THE BACK RUBBER II INC.

The name and the address of the company you will be doing business with are:

THE BACK RUBBER II INC.

1170-6 Lincoln Avenue
Holbrook, NY 11741

THE BACK RUBBER II INC. is a Delaware corporation and will conduct business as a corporation. THE BACK RUBBER II INC. intends to do business using the name THE BACK RUBBER II INC. and there are no trademarks, trade names, service marks, advertising, or other commercial symbols which identify goods, commodities, or services to be offered, sold, or distributed by any prospective buyer or under which you will be operating. THE BACK RUBBER II INC. is engaged in the design and distribution of a full line of vending type massage chairs to the public and sells these items as a business opportunity.

THE BACK RUBBER II INC. is organized under the laws of the State of Delaware. David Simon is the sole owner of THE BACK RUBBER II INC. Under the Purchase Order Agreement THE BACK RUBBER II INC. does not grant to you the right to utilize the THE BACK RUBBER II INC. trademark. You must operate under your own name or other fictitious trade name or assumed name that may not include the THE BACK RUBBER II INC. trade name.

THE BACK RUBBER II INC. is considered a "business opportunity venture" under Title 16 Code of Federal Regulations Sections 437.1 to 437.3, a Trade Regulation Rule of the Federal Trade Commission Regarding Disclosure Requirements and Prohibitions Concerning Business Opportunities (the "FTC Rule"). The FTC Rule requires the preparation of this Disclosure Statement, which must be delivered to a prospective purchaser on or before a first personal meeting. The prospective purchaser must have this Disclosure Statement at least 10 business days and the completed Purchase Order Agreement at least 5 business days before any money is paid to THE BACK RUBBER II INC. or any agreement, including the Purchase Order Agreement, is signed by a prospective purchaser.

In addition, THE BACK RUBBER II INC. is considered a "business opportunity seller" under various states' business opportunity laws and a seller of "seller-assisted marketing plans" under several other states' seller-assisted marketing plan laws. These laws generally require that this Disclosure Statement must be registered by a state agency before sales can take place in that state or to a resident of that state. If you are a resident of a state or purchasing a business opportunity in a state having these types of laws (there are 26 states), a state addendum may be included immediately after the FTC cover page.

THE BACK RUBBER II INC. will be referred to as THE BACK RUBBER II INC. You will be referred to as "you." The business purchased will be referred to as a business opportunity.

2. BUSINESS EXPERIENCE OF THE BACK RUBBER II INC.'S OWNERS, DIRECTORS AND EXECUTIVE OFFICERS.

The business experience during the past five (5) years of THE BACK RUBBER II INC.'s current owners, and managers, including principal occupation and prior employers, is as follows:

Sole Owner, Director and Corporate Officer: David Simon

Owner: Boardwalk Bagel Co., August, 2003 to May, 2006.

Owner: Park Place Properties, August 2003 to May 2006.

Owner: Y Not Enterprises, Inc. and The Back Rubber, Inc., November 28, 2006 to Present.

Owner and Manager: The Back Rubber, LLC, April 2008 to Present.

THE BACK RUBBER II INC. is 100% owned by Mr. Simon, whose mailing address is the same as the company's.

3. BUSINESS EXPERIENCE OF THE BACK RUBBER II INC.

THE BACK RUBBER II INC. was incorporated on April 21, 2010, and commenced selling a business of the type to be operated by you in June, 2010. This is the first time that THE BACK RUBBER II INC. has sold this type of product. THE BACK RUBBER II INC. does not operate business opportunities of the type being sold. However, THE BACK RUBBER II INC. reserves the right to operate business opportunities. THE BACK RUBBER II INC. has not sold any business where a service mark or trademark is used and has not offered or sold businesses and products in other lines.

4. LITIGATION HISTORY.

Neither the Seller nor any other person listed in ITEM 2 above:

A. Has, at any time during the previous seven (7) fiscal years, been convicted of a felony or pleaded nolo contendere to a felony charge if the felony involved fraud (including violation of any franchise law or unfair or deceptive practices law), embezzlement, fraudulent conversion, misappropriation of property, or restraint of trade;

B. Has, at any time during the previous seven (7) fiscal years, been held liable in a civil action resulting in a final judgment or has settled out of court any civil action or is a party to any civil action (i) involving allegations of fraud (including violation of any franchise law or unfair or deceptive practices law), embezzlement, fraudulent conversion, misappropriation of property, or restraint of trade, or (ii) that was brought by a present or former franchisee or franchisees and that involves or involved the franchise relationship;

C. Seller is not subject to any currently effective state or federal agency or court injunctive or restrictive order or has been subject to any administrative action in which an order by a governmental agency was rendered, or is a party to a proceeding currently pending in which an order is sought, relating to or affecting business opportunities activities or the business

opportunity seller purchaser relationship, or involving fraud (including violation of any franchise or business opportunity law, or unfair or deceptive practices law), embezzlement, fraudulent conversion, misappropriation of property, or restraint of trade.

5. BANKRUPTCY HISTORY.

During the previous seven (7) fiscal years, neither the Seller nor any person listed in ITEM 2 above has: filed a petition for bankruptcy, been adjudged bankrupt, been reorganized due to insolvency; or been a principal, director, executive officer, or partner of any other person that has so filed or was so adjudged or reorganized, during or within 1 year after the period that person held a position in the other person.

6. DESCRIPTION OF THE BUSINESS OPPORTUNITY.

THE BACK RUBBER II INC. is engaged in the design and distribution of a full line of vending type massage chairs to the public. You operate your business and use these items as you see fit. THE BACK RUBBER II INC. will not interfere in the day-to-day operation of your business nor require you to buy any products from it or its affiliates. You must locate your promotional items and obtain the funds generated from the sale of the product. The market for the product is varied depending on its location. If THE BACK RUBBER II INC. fails to deliver the product, equipment, or supplies necessary to begin substantial operation of the business within forty five (45) days of the delivery date stated in your Purchase Order Agreement, you may notify THE BACK RUBBER II INC. in writing and cancel your Purchase Order Agreement. A standard business license to operate a business for the locale where you reside or intend to operate your business may or may not be required, but it is advised that you consult your state's laws.

7. INITIAL FUNDS REQUIRED TO BE PAID BY YOU.

The total that you will pay to THE BACK RUBBER II INC. is the total price as set forth on your Purchase Order Agreement, a form of which is attached hereto as Exhibit "A". This must be paid at the signing of the Purchase Order Agreement. The initial Business Opportunity Fee is non-refundable except in accordance with the state laws in effect in your state of residence. There are no other financial obligations to THE BACK RUBBER II INC. THE BACK RUBBER II INC. has no direct or indirect interest in any location company and offers no "buy backs", money back guarantees, or refunds. There is no franchise fee paid. The cost of the packages is: Silver Plan, including 4 units for \$6,995; Gold Plan, including 8 units for \$13,995; Platinum Plan, including 12 units for \$19,995; and Diamond Plan, including 16 units for \$25,250. All packages include one bill counter, one sign per chair and cleaning supplies. Individual chairs are available for \$1,800.

8. RECURRING FUNDS REQUIRED TO BE PAID BY YOU.

There are no recurring funds required to be paid by you to THE BACK RUBBER II INC.

9. AFFILIATED PERSONS YOU ARE REQUIRED TO DO BUSINESS WITH BY THE BACK RUBBER II INC.

There are no affiliated persons that you are required or advised to do business with by THE BACK RUBBER II INC.

10. OBLIGATIONS TO PURCHASE.

The initial items must be purchased from THE BACK RUBBER II INC. Thereafter, there are no obligations to purchase anything from THE BACK RUBBER II INC. in the future.

11. REVENUES RECEIVED BY THE BACK RUBBER II INC. IN CONSIDERATION OF PURCHASES BY YOU.

THE BACK RUBBER II INC. derives income from the sale of its products through mark-ups in the price it charges to purchasers of these items. THE BACK RUBBER II INC. receives no rebates from you, from its suppliers, or from any locating company on your purchase of products. THE BACK RUBBER II INC. does not receive any other revenues from any other supplier.

12. FINANCING ARRANGEMENTS.

There are financing arrangements offered to you directly by THE BACK RUBBER II INC. on initial purchases. Specifically, THE BACK RUBBER II INC., if asked, refers the purchaser to a financing company that in turn places the purchaser in contact with local banks willing to provide financing on said purchases. Typically, the local banks extend financing to a purchaser based on the purchaser's credit-worthiness. THE BACK RUBBER II INC. makes no representations as to your ability to secure financing for the operation of the business opportunity or as to the terms of financing. Any financing given on additional purchases will depend on the purchaser's credit. THE BACK RUBBER II INC. derives no income or payment from any person offering financing to a prospective purchaser or from any person arranging for financing for you.

13. RESTRICTION OF SALES.

You are not limited to the products that you may sell, nor are you limited to the customers to whom you may sell or the geographical area in which you may sell. There are no territorial protection agreements for exclusive areas on items granted. THE BACK RUBBER II INC. will only sell through purchasers in cities where a business opportunity has been awarded. If no purchaser operates in a city, THE BACK RUBBER II INC. reserves the right to sell directly to retailers.

14. PERSONAL PARTICIPATION REQUIRED OF YOU IN THE OPERATION OF YOUR BUSINESS.

The Purchase Order Agreement does not require any specific level of participation by you in the operation of the business opportunity. You may operate the business opportunity or hire others to operate the business opportunity. You may secure your own retail locations or engage the services of a professional marketing company. THE BACK RUBBER II INC. does not direct the management or the methods by which you run your business. The amount of time which you devote to your business is solely in your discretion.

15. TERMINATION, CANCELLATION, AND RENEWAL OF YOUR BUSINESS OPPORTUNITY.

A. Term. The Purchase Order Agreement contains no term. The obligations of THE BACK RUBBER II INC. are satisfied upon delivery of the initial items ordered. You have no further obligation to THE BACK RUBBER II INC. and THE BACK RUBBER II INC. has no further obligation to you.

B. Conditions Under Which You May Renew or Extend. Since there is no term in the Purchase Order Agreement, there is no renewal or extension of the Purchase Order Agreement. However, THE BACK RUBBER II INC. will continue to offer additional items to you, whenever you wish, upon your signing of THE BACK RUBBER II INC.'s then-current form of Purchase Order Agreement.

C. Conditions Under Which THE BACK RUBBER II INC. May Refuse to Renew or Extend. THE BACK RUBBER II INC. will only refuse to sell additional items to you if you have failed to pay for previous purchases as required under the Purchase Order Agreement or if THE BACK RUBBER II INC. is no longer offering items for sale.

D. Conditions Under Which You May Terminate. You may notify THE BACK RUBBER II INC. in writing and demand that the Purchase Order Agreement be cancelled if more than forty five (45) days have elapsed since the signing of the initial Purchase Order Agreement and payment of funds and THE BACK RUBBER II INC. has failed to ship the items ordered. In this event, the funds paid will be returned to you. Thereupon, the Purchase Order Agreement is automatically terminated and neither THE BACK RUBBER II INC. nor you have any further obligation to the other. The business opportunity may be terminated by you after the initial Purchase Order Agreement by simply ceasing to operate.

E. Conditions Under Which THE BACK RUBBER II INC. May Terminate. THE BACK RUBBER II INC. is entitled to terminate the Purchase Order Agreement upon your failure to prepay for the items described in the Purchase Order Agreement.

F. Your Obligations After Termination of the Purchase Order Agreement. Upon termination of the Purchase Order Agreement you have no obligations to THE BACK RUBBER II INC., except to cease identifying yourself as an "Authorized Distributor for THE BACK RUBBER II INC.'S Products."

G. Conditions Under Which THE BACK RUBBER II INC. May Repurchase Whether by Right of First Refusal or Option of THE BACK RUBBER II INC. THE BACK RUBBER II INC. has no right of first refusal or option to purchase your business opportunity.

H. Conditions Under Which You May Sell or Assign Your Interest in the Business Opportunity or in the Assets of the Business Opportunity. You may sell, assign, give, transfer, lease, sublease, or encumber in whole or in part the business opportunity, any ownership or control of your business, and your assets without THE BACK RUBBER II INC.'s written consent.

I. Conditions Under Which THE BACK RUBBER II INC. May Sell or Assign in Whole or in Part its Interest in the Business Opportunity. There is no provision in the Purchase Order Agreement that restricts THE BACK RUBBER II INC. from selling or assigning the business opportunity or the Purchase Order Agreement in whole or in part.

J. Conditions Under Which THE BACK RUBBER II INC. May Modify the Purchase Order Agreement. THE BACK RUBBER II INC. has the right to modify a signed Purchase Order Agreement only by written mutual consent of you and a Corporate Officer of THE BACK RUBBER II INC.

K. Conditions Under Which You May Modify the Agreement. You may not, under any circumstances, unilaterally modify the Purchase Order Agreement.

L. Rights of Your Heirs or Personal Representatives Upon Your Death or Incapacity. Your heirs and personal representatives will have, upon assumption of the Purchase Order Agreement, the same rights and obligations under the Purchase Order Agreement as you have.

M. Provision of Covenant Not to Compete. The Purchase Order Agreement does not contain a covenant not to compete.

16. STATISTICAL INFORMATION CONCERNING THE NUMBER OF BUSINESS OPPORTUNITIES AND SELLER-OWNED OUTLETS.

For the period from the preceding fiscal year, if any:

- (1) Number of Business Opportunities in operation: 0
- (2) Number of Seller-Owned Units similar to those offered: 0
- (3) The names, addresses and telephone numbers of the Purchasers as of the date of this Disclosure Statement are attached hereto as Exhibit "C."
- (4) The number of business opportunities in each of the following categories which have during the preceding year:
 - (a) been voluntarily terminated or not renewed by the Purchaser: 0
 - (b) been re-acquired through purchase by the Seller: 0

- (c) been otherwise re-acquired by Seller: 0
- (d) not been renewed by the Seller: 0
- (e) been canceled or terminated by the Seller for any reason: 0

The names, last known home addresses, telephone numbers and a general categorization of the reasons of every purchaser who has had a business opportunity terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Purchase Order Agreement during the most recently completed fiscal year, if any, are attached hereto as Exhibit "D": None.

17. SITE SELECTION.

While there are no site selection requirements, THE BACK RUBBER II INC. may assist you by referring you to professional locating companies, if requested. You may locate the equipment purchased where you choose and can negotiate the terms of any location agreement with the location owner. There are no restrictions with regard to negotiating terms with location owners. Where providing the above location assistance would require the posting of a bond, or additional or different disclosures including, but not limited to, the States of Minnesota, Virginia, Louisiana, Kentucky, and Maine, THE BACK RUBBER II INC. will provide no location assistance.

18. TRAINING PROGRAMS.

There is no formal training program. You are provided with operating manuals as applicable and THE BACK RUBBER II INC. is always available to have any questions answered and, upon request, at no extra charge, all support possible will be given to you.

19. PUBLIC FIGURE INVOLVEMENT IN THE BUSINESS OPPORTUNITY.

No public figure or personality is used in the name of the business opportunity nor is there any endorsement or recommendation of the business opportunity by a public figure in advertisements. No public figure or personality is involved in the business opportunity by way of investment or management in any way.

20. FINANCIAL INFORMATION CONCERNING THE BACK RUBBER II INC.

Attached hereto as Exhibit "B" is a copy of THE BACK RUBBER II INC.'s financial information as of May 31, 2010.

21. RISK FACTORS.

You should consider the following risk factors before making the decision to invest in this business opportunity, principally, that the vending type massage chairs will not generate a sufficient quantity of vends to yield a profit. See paragraph 6 for more information regarding the business opportunity.

EXHIBIT "A"
PURCHASE ORDER AGREEMENT

THE BACK RUBBER II INC. (the "Seller") agrees to sell and the Buyer agrees to buy the product described on the reverse at the price described on the following terms and conditions.

1. The Seller agrees to ship the product within forty-five (45) days from receipt of this Purchase Order accompanied by full payment. Delivery shall be subject to and contingent upon strikes, labor difficulties, fire, storm delay or defaults of common carriers, failure or curtailment in Seller's usual source of supply, government decrees or orders, or any other delays beyond the Seller's reasonable control, and the Seller shall not be liable for any loss or damage arising therefrom. If delivery is not made within forty five (45) days of receipt of the Purchase Order and cleared funds from the Buyer, Buyer may notify Seller in writing and cancel the Purchase Order. If Seller can't fulfill order the purchase price will be refunded in full. Title to the product and/or goods shall not pass to the Buyer until total due is paid in full. Product and/or goods purchased are for a business purpose. Delivery and location of product is Buyer's responsibility, and all products and/or goods are freight collect.

2. The manufacturer guarantees to ship replacement parts free of charge for any massage chair or display equipment which is found to be defective in material or workmanship within one (1) year from the date of purchase. The obligation with respect to such massage chair or display equipment shall be limited to replacement F.O.B., Manufacturer, and in no event shall the Seller be liable for consequential or special damages, or for transportation in connection with such equipment or parts. **THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS.**

3. This Purchase Order is intended by the parties as a complete and final expression of the entire Purchase Agreement between the parties and as a complete and exclusive statement of its terms. Both the front and back of the Agreement have been read and agreed to by Buyer and Buyer hereby acknowledges he/she has done so with a clear understanding of this Agreement and all of its terms and provisions. Buyer has been given the opportunity to have an attorney and/or financial advisor review this document. Buyer understands and agrees that Seller offers no buy-backs, money back guarantees, or refunds. Buyer agrees that he/she is not relying upon any verbal or written representation whatsoever, except as expressly set forth in this Agreement. Buyer acknowledges and agrees that Seller does not guarantee or represent any minimum earnings as earnings are rendered by the Buyer, all of which factors are beyond the control of the Seller. This Agreement can only be modified in writing, signed by the parties, or their duly authorized agents. Deposits are not refunded if approved for distributorship. Seller reserves the right to modify and upgrade changes in packaging and product content of the product line.

4. Any dispute under this Agreement shall be settled by arbitration before the American Arbitration Association of the County of Nassau County in

accordance with their rules and procedures. Judgment on the award of the American Arbitration Association may be entered in any Court of competent jurisdiction. Interpretation of this Agreement shall be determined by the laws of the State of New York. Exclusive venue for the resolution of disputes shall be Nassau County, New York. Should Buyer file a lawsuit in an effort to avoid or circumvent arbitration hereunder, Buyer shall be responsible for all attorneys' fees and expenses incurred by Seller in obtaining a dismissal or stay of that lawsuit by the court.

5. Seller will provide Buyer with items as herein provided for at the specified price. Seller shall ship F.O.B. warehouse to the Buyer's address as stated herein. In addition, Seller will give Buyer an opportunity to purchase additional products upon request by Buyer.

6. Seller agrees to appoint and maintain during the term of this Agreement an agent for the receipt of service of process within the State of New York with respect to any action arising out of or based upon the relationship between the Seller and Buyer. Seller's agent for service of process in the State of New York is David Simon, located at 1170-6 Lincoln Avenue, Holbrook, NY 11741. Seller reserves the right to change its agent for service at any time and will provide written notice to Buyer if such an event occurs.

7. Seller does not warrant or represent that any profits may or will be generated from the purchase as set forth on the reverse of this Agreement. This is not a continuing agreement and all additional purchases will be subject to the terms of any future Purchase Order. There is a degree of risk involved in purchasing this business opportunity as any other business opportunity, in that individuals may generate little or no income from the enterprise for various reasons, including the lack of business acumen and experience in the business.

8. Buyer shall be responsible for all Federal, State and Local taxes as well as all licenses required to do business and shall act as an independent entity in all matters concerning Buyer's business.

9. Buyer agrees and understands that any and all locations are the sole responsibility of the Buyer and not the Seller and it is the Buyer's sole responsibility to independently locate the units. Buyer agrees and understands that the seller will not provide locating service unless available and requested by Buyer and that any decision by Buyer to hire a locating company is the Buyer's sole responsibility. Seller has no responsibility to locating the equipment.

EXHIBIT "B"

FINANCIAL INFORMATION

THE BACK RUBBER II INC.
Financial Statements
For the period ended May 31, 2010

THE BACK RUBBER II INC.

Balance Sheet

	Assets		
Current assets			
Cash			
Cash - Bank of America – 2409		<u>6,150.00</u>	\$ <u>6,150.00</u>
Total Assets			\$ <u>6,150.00</u>

THE BACK RUBBER II, INC.

Balance Sheet

Liabilities and Stockholders Equity

Long-term liabilities

Loans from shareholders

1,150.00

1,150.00

Total Liabilities

1,150.00

Stockholders Equity

Common stock

Capital Stock

5,000.00

5,000.00

Total Liabilities and Stockholders Equity

\$ 6,150.00

EXHIBIT "C"
CUSTOMER LIST

EXHIBIT "D"

LIST OF TERMINATIONS, CANCELLATIONS, NON-RENEWALS

There are no purchasers who have had a business opportunity terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Purchase Order Agreement.

ACKNOWLEDGEMENT OF RECEIPT

THIS DISCLOSURE DOCUMENT SUMMARIZES CERTAIN PROVISIONS OF THE PURCHASE ORDER AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

IF THE BACK RUBBER II INC. OFFERS YOU A BUSINESS OPPORTUNITY, THE BACK RUBBER II INC. MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU BY THE EARLIEST OF:

- (1) THE FIRST PERSONAL MEETING TO DISCUSS OUR BUSINESS OPPORTUNITY; OR**
- (2) TEN BUSINESS DAYS BEFORE THE SIGNING OF A BINDING AGREEMENT; OR**
- (3) TEN BUSINESS DAYS BEFORE A PAYMENT TO THE BACK RUBBER II INC.**

YOU MUST ALSO RECEIVE A COPY OF THE PURCHASE ORDER AGREEMENT CONTAINING ALL MATERIAL TERMS AT LEAST FIVE BUSINESS DAYS BEFORE YOU SIGN A PURCHASE AGREEMENT.

IF THE BACK RUBBER II INC. DOES NOT DELIVER THIS DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND THE APPLICABLE STATE AGENCY.

I HAVE RECEIVED A DISCLOSURE DOCUMENT DATED JUNE, 2010. THIS DISCLOSURE DOCUMENT INCLUDED THE FOLLOWING EXHIBITS:

EXHIBIT "A" – Purchase Order Agreement

EXHIBIT "B" - Financial Information of THE BACK RUBBER II INC.

EXHIBIT "C" - List of Purchasers

EXHIBIT "D" - List of Terminations, Cancellations, Non-renewals

Date: _____

Signed: _____

Please print your name: _____