UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of report (Date of earliest event reported): October 31, 2011

FRESH START PRIVATE MANAGEMENT, INC.
(Exact name of registrant as specified in its charter)

Nevada	**333-153381**	**26-1972677**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

999 N. Tustin Avenue
Suite 16
Santa Ana, California 92705
(Address of principal executive offices) (Zip Code)

(714) 541-6100
(Registrant's telephone number, including area code)

11010 East Boundary Road,
Elk, Washington 99009
(509) 714-5236
(Former name or former address, if changed since last report)

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Copies to:
Anslow & Jaclin, LLP
195 Route 9 South, Suite 204
Manalapan, New Jersey 07726
Attention: Gregg E. Jaclin, Esq.
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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

CAUTIONARY NOTE REGARDING FORWARD LOOKING STATEMENTS

This Current Report on Form 8-K (this "Report") contains forward looking statements that involve risks and uncertainties, principally in the sections entitled "Description of Business," "Risk Factors," and "Management's Discussion and Analysis of Financial Condition and Results of Operations." All statements other than statements of historical fact contained in this Report, including statements regarding future events, our future financial performance, business strategy and plans and objectives of management for future operations, are forward-looking statements. We have attempted to identify forward-looking statements by terminology including "anticipates," "believes," "can," "continue," "could," "estimates," "expects," "intends," "may," "plans," "potential," "predicts," "should," or "will" or the negative of these terms or other comparable terminology. Although we do not make forward looking statements unless we believe we have a reasonable basis for doing so, we cannot guarantee their accuracy. These statements are only predictions and involve known and unknown risks, uncertainties and other factors, including the risks outlined under "Risk Factors" or elsewhere in this Report, which may cause our or our industry's actual results, levels of activity, performance or achievements expressed or implied by these forward-looking statements. Moreover, we operate in a very competitive and rapidly changing environment. New risks emerge from time to time and it is not possible for us to predict all risk factors, nor can we address the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause our actual results to differ materially from those contained in any forward-looking statements. All forward-looking statements included in this document are based on information available to us on the date hereof, and we assumes no obligation to update any such forward-looking statements.

You should not place undue reliance on any forward-looking statement, each of which applies only as of the date of this Report. Before you invest in our securities, you should be aware that the occurrence of the events described in the section entitled "Risk Factors" and elsewhere in this Report could negatively affect our business, operating results, financial condition and stock price. Except as required by law, we undertake no obligation to update or revise publicly any of the forward-looking statements after the date of this Report to conform our statements to actual results or changed expectations.

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On October 31, 2011 (the "Closing Date"), we entered into a Share Exchange Agreement (the "Exchange Agreement") by and among (i) Fresh Start Private Management, Inc. (the "Company"), (ii) our former principal stockholder, (iii) Fresh Start Private, Inc. ("FSP"), and (iv) the former shareholders of FSP. Pursuant to the terms of the Exchange Agreement, each of the former shareholders of FSP transferred to us all of their shares of FSP in exchange for the issuance of 37,000,000 shares of our common stock, which represented approximately 31.3% of our total shares outstanding immediately following the closing of the transaction (such transaction, the "Share Exchange"). As a result of the Share Exchange, FSP became our wholly-owned subsidiary. We are now a holding company, which through FSP, is now engaged in alcohol and drug rehabilitation and treatment.

This transaction is discussed more fully in Section 2.01 of this Current Report. The information therein is hereby incorporated into this Section 1.01 by reference.

A copy of the Exchange Agreement is incorporated herein by reference and is filed as Exhibit 2.1 to this Current Report on Form 8-K. The description of the transaction contemplated by such agreement set forth herein does not purport to be complete and is qualified in its entirety by reference to the full text of the exhibit filed herewith and incorporated herein by reference.

ITEM 1.02 TERMINATION OF A MATERIAL DEFINITIVE AGREEMENT

Reference is made to a current report on Form 8-K that was filed on November 22, 2010. We previously entered into an Intellectual Property License and Asset Purchase Agreement ("License Agreement") with FSP and Neil Muller ("Muller") effective on November 22, 2010, pursuant to which FSP and Muller agreed to grant to us an exclusive right to use certain trademark and intellectual property. As consideration, we agreed to issue 16,000,000 shares of our common stock to FSP.

The transaction under the License Agreement has not been consummated and no shares have been issued pursuant to the License Agreement.

On October 31, 2011, we entered into a termination agreement to the License Agreement (the "Termination Agreement") with FSP and Muller. Pursuant to the Termination Agreement, the License Agreement shall be deemed null and void and of no legal effect whatsoever, and the parties shall not have any further obligations under the License Agreement.

A copy of the Termination Agreement is incorporated herein by reference and is filed as Exhibit 10.1 to this Current Report on Form 8-K. The description of the transaction contemplated by such agreement set forth herein does not purport to be complete and is qualified in its entirety by reference to the full text of the exhibit filed herewith and incorporated herein by reference.

ITEM 2.01 COMPLETION OF ACQUISITION OR DISPOSITION OF ASSETS

As described in Item 1.01 above, on the Closing Date, we completed the acquisition of FSP pursuant to the Exchange Agreement. The acquisition was accounted for as a recapitalization effected by a share exchange, wherein FSP is considered the acquirer for accounting and financial reporting purposes. The disclosures in Item 1.01 of this Report regarding the Share Exchange is incorporated herein by reference in its entirety.

FORM 10 DISCLOSURE

The Company was a "shell company" (as such term is defined in Rule 12b-2 under the Exchange Act) immediately before the completion of the Share Exchange. Accordingly, pursuant to the requirements of Item 2.01(f) of Form 8-K, set forth below is the information that would be required if the Company was required to file a general form for registration of securities on Form 10 under the Exchange Act with respect to its common stock (which is the only class of the Company's securities subject to the reporting requirements of Section 13 or Section 15(d) of the Exchange Act upon consummation of the Share Exchange). The information provided below relates to the combined operations of the Company after the acquisition of FSP, except that information relating to periods prior to the date of the reverse acquisition only relate to FSP and its consolidated subsidiaries unless otherwise specifically indicated.

DESCRIPTION OF BUSINESS

Our Corporate History and Background

We were incorporated as Cetrone Energy Company on January 28, 2008 in the State of Nevada. From inception until we completed our reverse acquisition of FSP, the principal business of the Company originally was to develop "green" renewable fuel sources for agricultural operations, specifically biodiesel. On July 26, 2010, the Company filed an amendment to its Articles of Incorporation changing its name to Fresh Start Private Management Inc. During that time, we had no revenue and our operations were limited to capital formation, organization, and development of our business plan and target customer market. As a result of the reverse acquisition of FSP, on October 31, 2011, we ceased our prior operations and we are now a holding company and our wholly owned subsidiary engages in alcohol and drug rehabilitation and treatment.

Reverse Acquisition of FSP

On October 31, 2011, we completed a reverse acquisition transaction through a share exchange with FSP whereby we acquired all of the issued and outstanding shares of FSP in exchange for 37,000,000 shares of our common stock, which represented approximately 31.3% of our total shares outstanding immediately following the closing of the Share Exchange. As a result of the Share Exchange, FSP became our wholly-owned subsidiary.

The share exchange transaction with FSP was treated as a reverse acquisition, with FSP as the acquirer and the Company as the acquired party. Unless the context suggests otherwise, when we refer in this Report to business and financial information for periods prior to the consummation of the reverse acquisition, we are referring to the business and financial information of FSP.

Overview of FSP

Through our wholly owned subsidiary, we are an alcohol rehabilitation and treatment center headquartered in Santa Ana, California. We were established in January 2010 and currently operating in Santa Ana, California. Our alcohol rehabilitation program consists of a Naltrexone implant that is placed under the skin in the lower abdomen coupled with life counseling sessions from specialized counselors.

We operate within the *Specialty Hospitals, Expert Psychiatric* industry, specifically within the industry subsets of *Alcoholism Rehabilitation Hospital* and *Drug Addiction Rehabilitation Hospital*. We offer a unique treatment program and, to date, we have experienced a high rate of success with very few of our clinics starting to drink during the first year after the implant is inserted.

FSP's revenue was approximately $144,000 for the fiscal year ended December 31, 2010 and its net loss was approximately $155,000.

Organization & Subsidiaries

We have one operating subsidiary, Fresh Start Private, Inc. Fresh Start Private, Inc. does not have any other subsidiaries.

Service and Program

We have created an innovative alcohol treatment program that empowers patients to succeed in their overall recovery. We offer a unique treatment philosophy that combines medical intervention, a singular focus and a comprehensive approach, and a focus on family and friends. We have been operating for approximately 18 months and have treated over 100 patients since we began operating. Currently, we are treating about 2 to 3 patients per week. This number fluctuates depending on current advertising. We, however, have the capacity to handle 2 to 3 patients per day in the Santa Ana location. The alcohol treatment services costs $44,300 per patient and is typically covered by insurance.

Treatment Philosophy

Our alcohol treatment program empowers patients to succeed. A detailed description of our treatment philosophy is as follows:

Medical Intervention: it is essential to significantly reduce a patient's cravings for alcohol in order to fully break the cycle of addiction. We have built our program around a state-of-the-art, minimally invasive, biodegradable implant of Naltrexone. Naltrexone is an FDA-approved pharmaceutical used for the treatment of alcoholism. We surgically insert a marble-sized pill under the skin in the lower abdomen. The pill is absorbed into the body and dissolves during the 12-months following the procedure.

Single Focus on Treatment: Unlike many other alcohol treatment programs, we focus entirely on the treatment of alcohol addiction. It is our belief that alcohol addiction should be treated differently from addictions to other substances. For this reason, our program exclusively treats problems caused by alcohol addiction.

Comprehensive Approach: Alcoholism is a complex disease that needs a program specifically designed to treat the body, the mind, and the spirit of an alcoholic. We have created a comprehensive recovery program that includes state-of-the-art medical intervention, individually tailored coaching program sessions, rebuilding of the networks of family and friends, and post-treatment continuing care. Such an approach typically lasts for 12 months from the initial surgical procedure of inserting the Naltrexone pill. We believe that through our comprehensive treatment method, our clients will have the highest possible chances of full recovery from alcohol dependency.

Focus on Family and Friends: FSP believes attention from family and friends are the most important elements in the treatment of alcohol addiction. We have made family and friends an essential element of our patients' recovery and ask that they play an important role in both the initial treatment phase and in the long-term recovery process.

Program Description

We offer a comprehensive and highly effective alcohol addiction treatment program. Our proprietary program is designed to offer treatment and healing to both the body and the mind of an addict. Our alcohol rehabilitation program is a two-part program that includes: (i) the insertion of a Naltrexone Implant that is believed to reduce physical cravings of alcohol; and (ii) life counseling that focuses on the mental addiction of alcoholism. The following is a detailed description of our alcohol treatment program.

Naltrexone Implant: Our unique procedure has reduced physical cravings for numerous patients with alcoholism. Our medical implantation procedure is believed to reduce cravings for alcohol for between 200 and 390 days, during which time we focus on addressing the mental dependence on alcohol. The implant device is a Naltrexone pill that is the size of a marble and inserted via an outpatient surgical procedure into the lower abdomen of the patient. The Naltrexone pill will be absorbed by the body over a 200 to 390 day period and will automatically dissolve and not need to be removed.

All procedures to place the Naltrexone tablet into our patients are conducted at our offices at 999 N. Tustin Avenue, Suite 16, Santa Ana, California 92705. The procedures are completed by doctors that are employed by Start Fresh Alcohol Recovery Clinic, Inc. Pursuant to our services agreement with Start Fresh Alcohol Recovery Clinic, Inc., Start Fresh Alcohol Recovery Clinic, Inc. has agreed to provide us with consultation for insurance patients and assessment to determine if the patient is a candidate for receiving the Naltrexone implant and, if the patient qualifies, to insert the implant into the patients. As consideration for these services, Start Fresh Alcohol Recovery Clinic, Inc. will receive a payment of $1,400 upon the completion of the procedure and an additional $2,500 upon the insurance claim being processed and paid to us.

A copy of the Start Fresh Agreement for Service is incorporated herein by reference and is filed as Exhibit 10.2 to this Current Report on Form 8-K. The description of the transaction contemplated by such agreement set forth herein does not purport to be complete and is qualified in its entirety by reference to the full text of the exhibit filed herewith and incorporated herein by reference.

The Naltrexone implant is manufactured by Trinity Rx Solutions, LLC. We have an exclusive license with Trinity Rx Solutions, LLC for them to provide us with the Naltrexone implant that has been designed for alcoholism. As consideration for this license, we have agreed to issue them 5,672,350 shares of our common stock (which was equal to 7.5% of the total shares outstanding at the time of the execution of the agreement) and a payment of $600 for each prescription requested by us.

A copy of the license agreement with Trinity Rx Solutions, LLC is incorporated herein by reference and is filed as Exhibit 10.3 to this Current Report on Form 8-K. The description of the transaction contemplated by such agreement set forth herein does not purport to be complete and is qualified in its entirety by reference to the full text of the exhibit filed herewith and incorporated herein by reference.

The Naltrexone implant is two small tablets that are inserted beneath the skin in the subcutaneous fat located in the lower abdomen. The implant procedure is an outpatient procedure that takes approximately 30 minutes. A local anesthetic is administered when the tablets are implanted and the patient is free to leave the clinic and return to normal activities within a few hours of the procedure. The tablets are biodegradable and will gradually dissolve in the human body. The tablets contain a drug called Naltrexone, which has been shown to block receptors in the brain that crave alcohol. Naltrexone is an FDA approved medication and all patients are required to obtain a prescription for the drug from a medical doctor. The doctors employed by Start Fresh Alcohol Recovery Clinic, Inc. are responsible for evaluating the patients, determining if the patient is a candidate and, if so, writing the prescription. The prescription is then presented to Trinity Rx Solutions, LLC which produces the tablet using Naltrexone as the core ingredient.

Once the tablet is implanted in the patient, they are free to return to work on the next business day and will be contacted by a life coach within the next 2 to 3 days to begin counseling.

Fresh Start Private Counseling: We provide a coaching program to assist our patients in treating their dependence on alcohol. Within one week of receiving the Naltrexone implant, each patient will be contacted by a life coach/ psychologist and will schedule an initial meeting. This life coach/psychologist will counsel the patient for the next 12 months following the implant to help them cope with and eliminate their dependence on alcohol. We have entered into an Agreement for Services with New Ways, Inc. which is lead by Luis Francisco Guerrero. Pursuant to the New Ways Agreement, New Ways provides life counseling services to our patients. Each of our patients receives eight 1-hour sessions with a certified life therapist. As consideration for these services we have agreed to pay New Ways an amount equal to $80 for every 1-hour session, up to a maximum of eight sessions, with each of our patients.

A copy of the New Ways Agreement for Service is incorporated herein by reference and is filed as Exhibit 10.4 to this Current Report on Form 8-K. The description of the transaction contemplated by such agreement set forth herein does not purport to be complete and is qualified in its entirety by reference to the full text of the exhibit filed herewith and incorporated herein by reference.

As part of the life counseling services, our clinical psychologists focus on bringing family and friends into the recovery process. This provides emotional support for our patients and allows them to understand that they have people that care for them and want them to remain sober.

The final part of the life counseling is remaining in contact with our patients after the 12 month period of direct counseling is over. We remain in contact with our patients after the procedure and life coaching is completed to ensure that our clients maintain their sobriety and remain fully committed to sober living.

Marketing Strategy

We have and will continue to use a variety of advertising channels to increase our exposure and awareness to prospective patients. In addition to word of mouth patients, we are focusing advertising on the radio, television and via the internet.

On February 1, 2011, we entered into an Advertising Agreement with Clear Channel Broadcasting. Pursuant to the agreement, Clear Channel has agreed to promote the Fresh Start alcohol rehabilitation clinic by advertising through radio, Internet and/or other suitable mediums. As consideration for this service, we have paid Clear Channel a fee of $5,000 for costs and expenses and an additional $3,000 for any customer that they have successfully referred to our clinic through their advertisements. To date, we have paid Clear Channel a total of $156,000 and they have referred us 40 patients.

A copy of the Advertising Agreement is incorporated herein by reference and is filed as Exhibit 10.5 to this Current Report on Form 8-K. The description of the transaction contemplated by such agreement set forth herein does not purport to be complete and is qualified in its entirety by reference to the full text of the exhibit filed herewith and incorporated herein by reference.

Competition

We offer a unique, proprietary treatment plan for alcoholics. However, there are many services and clinics that already provide support for alcoholics. There are rehabilitation and treatment centers within close proximity to our offices that provide alcohol addiction treatment and detoxification services. Some of these centers are also much cheaper and some offer free support for alcoholics. This puts us at a competitive disadvantage. We, however, hope to distinguish ourselves from our competition by proving that our product is successful and our success rate is much higher than our competitors.

The following is a detailed description of leading rehabilitation service providers in and around our current area of operations:

Passages: a treatment center for people with addiction problems. Located in Malibu, California, Passages is run by a father-son team of treatment specialists. It offers a unique philosophy and treatment method, utilizing one-on-one therapy sessions. Passages provides clients with over 100 hours of attention by the end of their month long stay. However, Passages has received scrutiny for its unconventional methods. Portions of Passages philosophy run counter to the majority of scientific research into addiction. These aspects of Passages' philosophy include denial of addiction as a disease, and an elimination of the 12-step method.

Cliffside: a personalized alcohol and drug rehabilitation provider located in Malibu, California. It employs a range of traditional and alternative treatments including personal, group, and family counseling, herbology, massage, yoga, and acupuncture. Cliffside offers treatment for alcohol, cocaine, heroin, pharmaceuticals, and methamphetamine addiction along with interventions, drug rehab, opiates detox, and treatment for depression and eating disorders. On the other hand, Cliffside is one of the "luxury" addiction treatment centers located in Malibu, and charges large fees for its services.

Growth Strategy

We have developed a procedure that we believe it helps patients battle their mental and physical addiction to alcohol. We are currently operating in Santa Ana, California and expect to expand across the United States. We are currently operating and marketing in the Santa Ana area. We are in negotiations to open another clinic in Connecticut over the next 12 months. If that is successful, we could begin operating in other locations as well.

Intellectual Property

We do not own any intellectual property, patents or trademarks.

Government Regulation and Approvals

We are an outpatient service center and perform minor surgery to implant the Naltrexone pill. All procedures need to be completed by a physician or a company owned by a physician. Start Fresh Alcohol Recovery Clinic, Inc. is owned by Dr. Lucien Alexandre, M.D. and Start Fresh Alcohol Recovery Clinic, Inc. performs all the surgical procedures.

The Naltrexone implant does not need any approval because Naltrexone is already an FDA approved medication. Once the physician writes a prescription for Naltrexone, a pharmacist can put it into a compounded form and then administer the medication.

Other than this, we are not aware of any other governmental regulations or approvals for any of our products.

Employees

As of the date hereof, we have approximately 5 employees who work full-time. All employees assist with scheduling patients and other administrative tasks. We also contract with 2 doctors who are independent contractors. It is their responsibility to perform the surgeries.

DESCRIPTION OF PROPERTIES

We do not own any real estate or other physical properties material to our operations. We operate from leased space. Our executive offices are located at 999 North Tustin Avenue, Suite 16, Santa Ana, California 92705, and our telephone number is (714) 541-6100. We lease this property. Our lease was entered into on May 1, 2010 and is for a term of one-year with an annual option to renew at a rate of $1,524.20 per month.

RISK FACTORS

You should carefully consider the risks described below together with all of the other information included in this Report before making an investment decision with regard to our securities. The statements contained in or incorporated herein that are not historic facts are forward-looking statements that are subject to risks and uncertainties that could cause actual results to differ materially from those set forth in or implied by forward-looking statements. If any of the following risks actually occurs, our business, financial condition or results of operations could be harmed. In that case, you may lose all or part of your investment.

Risks Relating to the Company's Business

The effects of the recent global economic slowdown may continue to have a negative impact on our business, results of operations or financial condition.

The recent global economic slowdown has caused disruptions and extreme volatility in global financial markets, increased rates of default and bankruptcy, and declining consumer and business confidence, which has led to decreased levels of consumer spending. These macroeconomic developments have and could continue to negatively impact our business, which depends on the general economic environment and levels of consumer spending. As a result, we may not be able to maintain our existing customers or attract new customers, or we may be forced to reduce our service fees. If the global economic slowdown continues for a significant period or continues to worsen, our results of operations, financial condition, and cash flows could be materially adversely affected.

We cannot assure you that our growth strategy will be successful which may result in a negative impact on our growth, financial condition, results of operations and cash flow.

One of our strategies is to open more clinical treatment centers and use a variety of advertising channels to increase our exposure among prospective patients. We cannot assure you that we will be able to successfully overcome the obstacles and successfully open more treatment centers. Our inability to implement these growth strategies successfully may have a negative impact on our growth, future financial condition, results of operations or cash flows.

If we need additional capital to fund our growing operations, we may not be able to obtain sufficient capital and may be forced to limit the scope of our operations.

If adequate additional financing is not available on reasonable terms, we may not be able to expand our production lines and we would have to modify our business plans accordingly. There is no assurance that additional financing will be available to us.

In connection with our growth strategies, we may experience increased capital needs and accordingly, we may not have sufficient capital to fund our future operations without additional capital investments. Our capital needs will depend on numerous factors, including (i) our profitability; (ii) the release of competitive products by our competition; (iii) the level of our investment in research and development; and (iv) the amount of our capital expenditures, including acquisitions. We cannot assure you that we will be able to obtain capital in the future to meet our needs.

In recent years, the securities markets in the United States have experienced a high level of price and volume volatility, and the market price of securities of many companies have experienced wide fluctuations that have not necessarily been related to the operations, performances, underlying asset values or prospects of such companies. For these reasons, our securities can also be expected to be subject to volatility resulting from purely market forces over which we will have no control. If we need additional funding we will, most likely, seek such funding in the United States (although we may be able to obtain funding in the PRC) and the market fluctuations affect on our stock price could limit our ability to obtain equity financing.

If we cannot obtain additional funding, we may be required to: (i) limit our expansion; (ii) limit our marketing efforts; and (iii) decrease or eliminate capital expenditures. Such reductions could materially adversely affect our business and our ability to compete.

Even if we do find a source of additional capital, we may not be able to negotiate terms and conditions for receiving the additional capital that are favorable to us. Any future capital investments could dilute or otherwise materially and adversely affect the holdings or rights of our existing shareholders. In addition, new equity or convertible debt securities issued by us to obtain financing could have rights, preferences and privileges senior to the units. We cannot give you any assurance that any additional financing will be available to us, or if available, will be on terms favorable to us.

Need for additional employees.

Our future success also depends upon our continuing ability to attract and retain highly qualified personnel. Expansion of our business and the management and operation will require additional managers and employees with industry experience, and our success will be highly dependent on our ability to attract and retain skilled management personnel and other employees. There can be no assurance that we will be able to attract or retain highly qualified personnel. Competition for skilled personnel in our industries is significant. This competition may make it more difficult and expensive to attract, hire and retain qualified managers and employees.

Our future success is dependent, in part, on the performance and continued service of Dr. Jorge Andrade Jr., our chief executive officer, chief financial officer and director, and Neil Muller, our president and director. Without their continued service, we may be forced to interrupt or eventually cease our operations.

Our success depends to a significant degree on the services rendered to us by our key employees. If we fail to attract, train and retain sufficient numbers of these qualified people, our prospects, business, financial condition and results of operations will be materially and adversely affected. In particular, we are heavily dependent on the continued services of Dr. Jorge Andrade Jr., our chief executive officer, chief financial officer and director, and Neil Muller, our president and director. Without their continued service, we may be forced to interrupt or eventually cease our operations. The loss of any key employees, including members of our senior management team, and our inability to attract highly skilled personnel with sufficient experience in our industry could harm our business.

We may incur significant costs to be a public company to ensure compliance with U.S corporate governance and accounting requirements and we may not be able to absorb such costs.

We may incur significant costs associated with our public company reporting requirements, costs associated with newly applicable corporate governance requirements, including requirements under the Sarbanes-Oxley Act of 2002 and other rules implemented by the Securities and Exchange Commission. We expect all of these applicable rules and regulations to significantly increase our legal and financial compliance costs and to make some activities more time consuming and costly. We also expect that these applicable rules and regulations may make it more difficult and more expensive for us to obtain director and officer liability insurance and we may be required to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. As a result, it may be more difficult for us to attract and retain qualified individuals to serve on our board of directors or as executive officers. We are currently evaluating and monitoring developments with respect to these newly applicable rules, and we cannot predict or estimate the amount of additional costs we may incur or the timing of such costs. In addition, we may not be able to absorb these costs of being a public company which will negatively affect our business operations.

We may not be able to meet the internal control reporting requirements imposed by the SEC resulting in a possible decline in the price of our common stock and our inability to obtain future financing.

As directed by Section 404 of the Sarbanes-Oxley Act, the SEC adopted rules requiring each public company to include a report of management on the company's internal controls over financial reporting in its annual reports. Although the Dodd-Frank Wall Street Reform and Consumer Protection Act exempts companies with a public float of less than $75 million from the requirement that our independent registered public accounting firm attest to our financial controls, this exemption does not affect the requirement that we include a report of management on our internal control over financial reporting and does not affect the requirement to include the independent registered public accounting firm's attestation if our public float exceeds $75 million.

While we expect to expend significant resources in developing the necessary documentation and testing procedures required by Section 404 of the Sarbanes-Oxley Act, there is a risk that we may not be able to comply timely with all of the requirements imposed by this rule. Regardless of whether we are required to receive a positive attestation from our independent registered public accounting firm with respect to our internal controls, if we are unable to do so, investors and others may lose confidence in the reliability of our financial statements and our stock price and ability to obtain equity or debt financing as needed could suffer.

In addition, in the event that our independent registered public accounting firm is unable to rely on our internal controls in connection with its audit of our financial statements, and in the further event that it is unable to devise alternative procedures in order to satisfy itself as to the material accuracy of our financial statements and related disclosures, it is possible that we would be unable to file our Annual Report on Form 10-K with the SEC, which could also adversely affect the market for and the market price of our common stock and our ability to secure additional financing as needed.

The lack of public company experience of our management team could adversely impact our ability to comply with the reporting requirements of U.S. Securities Laws.

Our management team lacks public company experience, which could impair our ability to comply with legal and regulatory requirements such as those imposed by Sarbanes-Oxley Act of 2002. Our senior management has little experience in managing a publicly traded company. Such responsibilities include complying with federal securities laws and making required disclosures on a timely basis. Our senior management may not be able to implement programs and policies in an effective and timely manner that adequately respond to such increased legal, regulatory compliance and reporting requirements, including the establishing and maintaining of internal controls over financial reporting. Any such deficiencies, weaknesses or lack of compliance could have a materially adverse effect on our ability to comply with the reporting requirements of the Securities Exchange Act of 1934 which is necessary to maintain our public company status. If we were to fail to fulfill those obligations, our ability to continue as a U.S. public company would be in jeopardy in which event you could lose your entire investment in our company.

Our officers and directors have significant control over shareholder matters and the minority shareholders will have little or no control over our affairs.

Our officers and directors currently owns approximately 16.5% of our outstanding common stock and has significant control over shareholder matters, such as election of directors, amendments to its Articles of Incorporation, and approval of significant corporate transactions; as a result, the Company' minority shareholders will have little or no control over its affairs.

Risks Relating to Our Securities

In order to raise sufficient funds to expand our operations, we may have to issue additional securities at prices which may results in substantial dilution to our shareholders.

If we raise additional funds through the sale of equity or convertible debt, our current stockholders' percentage ownership will be reduced. In addition, these transactions may dilute the value of ordinary shares outstanding. We may have to issue securities that may have rights, preferences and privileges senior to our ordinary shares. We cannot provide assurance that we will be able to raise additional funds on terms acceptable to us, if at all. If future financing is not available or is not available on acceptable terms, we may not be able to fund our future needs, which would have a material adverse effect on our business plans, prospects, results of operations and financial condition.

We have never declared or paid any cash dividends or distributions on our capital stock. And we do not anticipate paying any cash dividends on our common stock in the foreseeable future.

We have never declared or paid any cash dividends or distributions on our capital stock. We currently intend to retain our future earnings, if any, to support operations and to finance expansion and therefore we do not anticipate paying any cash dividends on our common stock in the foreseeable future.

The declaration, payment and amount of any future dividends will be made at the discretion of the board of directors, and will depend upon, among other things, the results of our operations, cash flows and financial condition, operating and capital requirements, and other factors as the board of directors considers relevant. There is no assurance that future dividends will be paid, and, if dividends are paid, there is no assurance with respect to the amount of any such dividend.

Our shares of common stock are very thinly traded, and the price may not reflect our value and there can be no assurance that there will be an active market for our shares of common stock either now or in the future.

Although our common stock is quoted on the OTC BB, our shares of common stock are very thinly traded, and the price of our common stock, if traded, may not reflect our value. There can be no assurance that there will be an active market for our shares of common stock either now or in the future. Market liquidity will depend on the perception of our operating business and any steps that our management might take to bring us to the awareness of investors. There can be no assurance given that there will be any awareness generated. Consequently, investors may not be able to liquidate their investment or liquidate it at a price that reflects the value of the business. As a result holders of our securities may not find purchasers our securities should they to sell securities held by them. Consequently, our securities should be purchased only by investors having no need for liquidity in their investment and who can hold our securities for an indefinite period of time.

If a more active market should develop, the price of our shares of common stock may be highly volatile. Because there may be a low price for our shares of common stock, many brokerage firms may not be willing to effect transactions in our securities. Even if an investor finds a broker willing to effect a transaction in the shares of our common stock, the combination of brokerage commissions, transfer fees, taxes, if any, and any other selling costs may exceed the selling price. Further, many lending institutions will not permit the use of such shares of common stock as collateral for any loans.

We expect to apply for listing of our common stock on a senior exchange, however, there can be no guarantee that such listing shall be achieved at any time.

We may be subject to the penny stock rules which will make shares of our common stock more difficult to sell.

We may be subject now and in the future to the Commission's "penny stock" rules if our shares of common stock sell below $5.00 per share. Penny stocks generally are equity securities with a price of less than $5.00. The penny stock rules require broker-dealers to deliver a standardized risk disclosure document prepared by the Commission which provides information about penny stocks and the nature and level of risks in the penny stock market. The broker-dealer must also provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker-dealer and its salesperson, and monthly account statements showing the market value of each penny stock held in the customer's account. The bid and offer quotations, and the broker-dealer and salesperson compensation information must be given to the customer orally or in writing prior to completing the transaction and must be given to the customer in writing before or with the customer's confirmation.

In addition, the penny stock rules require that prior to a transaction, the broker dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written agreement to the transaction. The penny stock rules are burdensome and may reduce purchases of any offerings and reduce the trading activity for shares of our common stock. As long as our shares of common stock are subject to the penny stock rules, the holders of such shares of common stock may find it more difficult to sell their securities.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of the results of operations and financial condition for the fiscal years ended December 31, 2010 and 2009, and for the six months ended June 30, 2011 and 2010, should be read in conjunction with our financial statements, and the notes to those financial statements that are included elsewhere in this Report. References in this section to "we," "us," "our" or "FSP" are to the consolidated business of FSP.

Our discussion includes forward-looking statements based upon current expectations that involve risks and uncertainties, such as our plans, objectives, expectations and intentions. Actual results and the timing of events could differ materially from those anticipated in these forward-looking statements as a result of a number of factors, including those set forth under the Risk Factors, Cautionary Notice Regarding Forward-Looking Statements and Business sections in this 8-K. We use words such as "anticipate," "estimate," "plan," "project," "continuing," "ongoing," "expect," "believe," "intend," "may," "will," "should," "could," and similar expressions to identify forward-looking statements.

Recent Developments

Reverse Acquisition of FSP

On October 31, 2011, we completed a reverse acquisition transaction through a share exchange with the shareholders of FSP whereby we acquired all of the issued and outstanding shares of FSP in exchange for 37,000,000 shares of our common stock, which represented approximately 31.3% of our total shares outstanding immediately following the closing of the transaction. As a result of the reverse acquisition, FSP became our wholly owned subsidiary and the former shareholders of FSP became our controlling stockholders. The share exchange transaction with FSP was treated as a reverse acquisition, with FSP as the acquirer and the Company as the acquired party.

FSP was incorporated under the laws of the State of Nevada on July 8, 2009. FSP is an existing alcohol and drug rehabilitation and treatment center headquartered in Santa Ana, California, with clinical operations in California. It was established in January 2010, and is currently seeking funding in order to being expansion to locations across the United States. FSP hopes to open up to 10 new clinics in the next 12 months, with the expectation of operating up to 50 clinics in the next three years. It has developed a unique drug and alcohol treatment philosophy that provides many drug users and alcoholics with the comprehensive drug treatment and rehabilitation they need. FSP is committed to continuing to provide excellent rehabilitation services to clients nationwide as it expands its network of clinics.

Results of Operations

The following table summarizes changes in selected operating indicators of the Company, illustrating the relationship of various income and expense items to net sales for the respective periods presented (components may not add or subtract to totals due to rounding):

		Six Months Ended		Fiscal	
		2011	2010	2010	2009
Revenue	$	344,080	96,400	144,400	-
Cost of Revenue	$	166,071	59,691	38,980	-
Gross Profit	$	168,009	36,709	105,420	-
Total Expenses	$	389,764	47,884	258,940	34,124
Net Loss	$	(223,065)	(11,175)	(154,590)	(34,124)

Six Months Ended June 30, 2011 Compared with Six Months Ended June 30, 2010

Revenue

Revenues for the six months ended June 30, 2011 were $344,080, compared with $96,400 for the six months ended June 30, 2010, reflecting an increase of 257%. The increase in revenues is attributable to the increase in the advertising activity.

Cost of Revenue

Cost of revenue for the six months ended June 30, 2011 were $166,071 compared with $59,691 for the six months ended June 30, 2010, reflecting an increase of 178%. The increase in cost of revenue is directly related to the increase in costs associated with revenue earned for this period. The Company also recorded deferred costs associated with the deferred revenues of $38,982.

Gross Profit

Gross profit for the six months ended June 30, 2011 were 168,009 compared with $36,709 for the six months ended June 30, 2010, reflecting an increase of 358%.

Total Expenses

Total expenses for the six month period ended June 30, 2011 were $389,764 compared with $47,884 for the six months ended June 30, 2010, reflecting an increase of 714%. Specifically, our consulting fees increased from $240 for the six months ended June 30, 2010 to $141,570 for the same period in 2011. Office and general fees increased from $47,344 for the six months ended June 30, 2010 to $210,900 for the same period in 2011. Professional fees increased from $300 to $37,294 in comparable periods. The increase is attributable to the Company's increasing activity executing its business plan.

Net loss

For the six months ended June 30, 2011, the Company experienced a loss of $233,065 compared with a net loss of $11,175 for the six months ended June 30, 2010.

Fiscal 2010 Compared With Fiscal 2009

Revenue

Revenues for the year ended December 31, 2010 were $144,400 compared with $nil for the year ended December 31, 2009. The increase was a result of the Company commencing its operation.

Cost of Revenue

Cost of revenue for the year ended December 31, 2010 were $38,980 compared with $nil for the six months ended December 31, 2009. The increase was a result of the Company commencing its operation.

Gross Profit

Gross profit for the year ended December 31, 2010 was $105,420 compared to $nil for the six months ended December 31, 2009. The increase was a result of the Company commencing its operation.

Total Expenses

Total expenses for the year ended December 31, 2010 were $258,940 compared to $34,124 for the six months ended December 31, 2009, reflecting an increase of 659%. Office and general expenses increased from $34,124 for the six months ended December 31, 2009 to $230,720 for the same period of 2010. And we incurred additional expenses professional fees in 2010 in the amount of $28,220. The increase was a result of the Company commencing its operation.

Net Loss

Net loss for the year ended December 31, 2010 was $154,590 compared with $34,124 for the year ended December 31, 2009, reflecting an increase of 353%.

Liquidity and Capital Resources

As of June 30, 2011, we had cash and cash equivalents of approximately $8,060. The following table provides a summary of our net cash flows from operating, investing, and financing activities.

	Six Months Ended		Fiscal	
	2011	**2010**	**2010**	**2009**
Net cash provided by (used in) operating activities	$ (136,458)	$ (11,175)	$ (126,281)	$ (33,926)
Net cash used in investing activities	(1,788)	(4,297)	(1,199)	(5,532)
Net cash provided by (used in) financing activities	139,178	21,344	106,689	67,377
Net decrease in cash and cash equivalents	932	(3,128)	(20,791)	27,919
Cash and cash equivalents, beginning of period	7,128	3,230	27,919	-
Cash and cash equivalents, end of period	8,060	102	7,128	27,919

Currently we have no material commitments for capital expenditures as of the end of the six months ending June 30, 2011. We historically sought and continue to seek financing from private sources to move our business plan forward. In order to satisfy the financial commitments, we rely upon private party financing that has inherent risks in terms of availability and adequacy of funding.

For the next twelve months, we anticipate that our revenues will be adequate to provide the minimum operating cash requirements to continue as a going concern. We may require additional capital investments or borrowed funds to meet cash flow projections and carry forward our business objectives. There can be no guarantee or assurance that we can raise adequate capital from outside sources. If we are unable to raise funds when required or on acceptable terms, we may have to significantly scale back, or discontinue, our operations.

Net cash flow from operating activities

Net Cash provided by operating activities decreased by $125,283 for the first six months of 2011 compared to the first six months of 2010 due to the Company commencing its operation. Net cash provided by operating activities decreased by $92,355 from Fiscal 2009. The decrease was primarily due to due to the Company commencing its operation.

Net cash flow from investing activities

Net cash used in investing activities increased by $2,509 for the first six months of 2011 compared to the first six months of 2010 due to the increase in our bank deposit amounts. Net cash used in investing activities increased by $4,333 from Fiscal 2009 due to less purchase of office equipment.

Net cash flow from financing activities

Net cash provided by financing activities increased by $117,834 for the first six months of 2011 compared to the first six months of 2010 due to increased proceeds from short-term loan from related parties. Net cash provided by financing activities increased by $39,312 from Fiscal 2009 due to increase proceeds from long-term notes from related party.

Going Concern

The Company's financial statements are prepared in accordance with generally accepted accounting principles applicable to a going concern. This contemplates the realization of assets and the liquidation of liabilities in the normal course of business. As of June 30, 2011 and December 31, 2010, the Company has a working capital deficit of $311,357 and $88,438, and an accumulated deficit of $411,779 and $188,714. The Company will be dependent upon the raising of additional capital through placement of our common stock in order to implement its business plan, or by merging with an operating company. There can be no assurance that the Company will be successful in either situation in order to continue as a going concern. The Company is funding its initial operations by way of issuing Founder's shares and through operations.

Off Balance Sheet Arrangements

We do not have any off balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, sales or expenses, results of operations, liquidity or capital expenditures, or capital resources that are material to an investment in our securities.

Critical Accounting Policies

Use of Estimates and Assumptions
Preparation of the financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Revenue Recognition
The Company's operations recognize revenue in the period of delivery when all direct costs associated with the revenue, are expensed. Specifically, the Company recognizes revenue from its medical procedures upon delivery of the service. The Company recognizes revenue from its counseling services when all of the counseling sessions have been taken. The Company provides an allowance for insurance claims that have not been paid at the rate of 50% until such time as the Company has sufficient claims experience. The allowance is offset against revenues. Gross revenues for the six months ended June 30, 2011 were $637,680 with an insurance claim allowance of $332,250.

Deferred revenue
The Company records the unearned portion of its cash patient contracts and counseling sessions as deferred revenue.

Deferred costs
The Company records the procedure costs associated with its deferred cash patient revenue as deferred costs. These costs are recognized when the underlying revenue is earned.

Advertising
Advertising costs are expensed as incurred. As of June 30, 2011 and 2010, $167,213 and $287 advertising costs have been incurred.

Cash Equivalents
The Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents.

Equipment
Equipment, leasehold improvements, and additions thereto are carried at cost. Depreciation is computed using the straight-line method over the estimated useful lives of the depreciable property generally five to seven years for assets purchased new and two to three years for assets purchased used. Leasehold improvements are amortized over the shorter of the lease term or the estimated lives. Management evaluates useful lives regularly in order to determine recoverability taking into consideration current technological conditions. Maintenance and repairs are charged to expense as incurred; additions and betterments are capitalized. Fully depreciated assets are retained in equipment and accumulated depreciation accounts until retirement or disposal. Upon retirement or disposal of an asset, the cost and related accumulated depreciation are removed, and any resulting gain or loss, net of proceeds, is credited or charged to operations.

Income Taxes
The Company follows the liability method of accounting for income taxes. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax balances. Deferred tax assets and liabilities are measured using enacted or substantially enacted tax rates expected to apply to the taxable income in the years in which those differences are expected to be recovered or settled. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the date of enactment or substantive enactment

Income per Share
Basic loss per share includes no dilution and is computed by dividing loss available to common stockholders by the weighted average number of common shares outstanding for the period. Dilutive income per share reflects the potential dilution of securities that could share in the income of the Company. Because the Company does not have any potentially dilutive securities, the accompanying presentation is only of basic income per share.

Stock-Based Compensation

Codifications topic 718 “Stock Compensation” requires that the cost resulting from all share-based transactions be recorded in the financial statements and establishes fair value as the measurement objective for share-based payment transactions with employees and acquired goods or services from non-employees. Prior to the May 1, 2005 (fiscal year 2006) adoption of Financial Accounting Standards Board (“FASB”) Statement of Financial Accounting Standard (“SFAS”) 123 (revised 2004), “Share-Based Payment” (“SFAS 123R”), the Company applied SFAS 123 “Accounting for Stock-Based Compensation” (“SFAS 123”), which provided for the use of a fair value based method of accounting for stock-based compensation. However, SFAS 123 allowed the measurement of compensation cost for stock options granted to employees using the intrinsic value method of accounting prescribed by Accounting Principles Board (“APB”) Opinion No. 25 “Accounting for Stock Issued to Employees” (“APB 25”), which only required charges to compensation expense for the excess, if any, of the fair value of the underlying stock at the date a stock option is granted (or at an appropriate subsequent measurement date) over the amount the employee must pay to acquire the stock. Prior to fiscal year 2006, the Company had elected to account for employee stock options using the intrinsic value method under APB 25 and provided, as required by SFAS 123, pro forma footnote disclosures of net loss as if a fair value based method of accounting had been applied.

The Company adopted SFAS 123R in accordance with the modified retrospective application and has restated the consolidated financial statements from the beginning of fiscal year 2006 for the impact of SFAS 123R. Under this transition method, stock-based compensation expense in fiscal year 2006 included stock-based compensation expense for all share-based payment awards granted prior to, but not yet vested as of May 1, 2005, based on the grant-date fair value estimated in accordance with the original provision of SFAS 123. Stock-based compensation expense for all share-based payment awards granted after May 1, 2005 is based on the grant-date fair value estimated in accordance with the provisions of SFAS 123R. The Company recognizes these compensation costs using the graded vesting attribute method over the requisite service period during which each tranche of shares is earned (generally one third at zero, one, and two years) with the value of each tranche is amortized on a straight-line basis.

Reclassifications

Certain prior period amounts have been reclassified to conform to current period presentation.

Recent Accounting Pronouncements

In May 2009, FASB issued ASC 855, Subsequent Events, which establishes general standards of for the evaluation, recognition and disclosure of events and transactions that occur after the balance sheet date. Although there is new terminology, the standard is based on the same principles as those that currently exist in the auditing standards. The standard, which includes a new required disclosure of the date through which an entity has evaluated subsequent events, is effective for interim or annual periods ending after June 15, 2009. The adoption of ASC 855 did not have a material effect on the Company’s financial statements.

In June 2009, the FASB issued guidance now codified as ASC 105, Generally Accepted Accounting Principles as the single source of authoritative accounting principles recognized by the FASB to be applied by nongovernmental entities in the preparation of financial statements in conformity with U.S. GAAP, aside from those issued by the SEC. ASC 105 does not change current U.S. GAAP, but is intended to simplify user access to all authoritative U.S. GAAP by providing all authoritative literature related to a particular topic in one place. The adoption of ASC 105 did not have a material impact on the Company’s financial statements, but did eliminate all references to pre-codification standards.

The Company has implemented all new accounting pronouncements that are in effect and that may impact its financial statements and does not believe that there are any other new accounting pronouncements that have been issued that might have a material impact on its financial position or results of operations.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth certain information as of the date hereof with respect to the holdings of: (1) each person known to us to be the beneficial owner of more than 5% of our common stock; (2) each of our directors, nominees for director and named executive officers; and (3) all directors and executive officers as a group. To the best of our knowledge, each of the persons named in the table below as beneficially owning the shares set forth therein has sole voting power and sole investment power with respect to such shares, unless otherwise indicated. Unless otherwise specified, the address of each of the persons set forth below is in care of the Company, at the address of: 999 North Tustin Avenue, Suite 16, Santa Ana, California 92705.

Title of Class	Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership	Percent of Common Stock (1)
Common Stock	Dr. Jorge Andrade Jr.	10,500,000	8.9%
Common Stock	Neil Muller	9,000,000	7.6%
	All directors and executive officers as a group (2 persons)	19,500,000	16.5%
Common Stock	Michael Cetrone 1001 Boundary Road Elk, Washington 99009	45,000,000	38.1%
Common Stock	Trinity Rx Solutions, LLC 217-21 Rockaway Point Blvd. Breezy Point, New York 11697	5,672,250	4.8%

(1) As of October 31, 2011 immediately after the closing of acquisition of FSP, we have 118,141,938 shares of common stock outstanding.

DIRECTORS AND EXECUTIVE OFFICERS

The following table sets forth the names, ages, and positions of our executive officers and directors as of the date of this Report.

Name	Age	Positions
Dr. Jorge Andrade Jr.	40	Chief Executive Officer, Chief Financial Officer, Secretary, Treasurer and Director
Neil Muller	51	President and Director

Dr, Jorge Andrade Jr., Chief Executive Officer, Chief Financial Officer, Secretary, Treasurer and Director

Dr. Jorge Andrade Jr. is founder, CEO and President of West Coast Consulting Inc. since 2004. Dr. Andrade is a Licensed Medical Interpreter, and co-founder of TM Cube Medical LLC. Dr. Andrade has exceptional knowledge of starting, building and managing small businesses.

He is a recognized specialist in implementing systems for small businesses day to day. Dr. Andrade is bilingual and fluent in both Spanish and English; he served on a Health Advisory Board for the Long Beach Head Start Program. As a President of West Consulting Inc., he supervisors and manages the interpreting department for Core Medical Management Inc., Pro – Legal Services Inc., and manages the day to day operations of Colgate's, BSBF.

Neil Muller, President and Director

Mr. Neil Muller has more than 20 years experience in the field of property development, commercial and residential sales and business management. Neil graduated with his bachelor degree in business management at Sydney University.

For the last 5 years Mr. Muller has been developing and working with Fresh Start Private Australia alcohol recovery program.

Employment Agreements

We currently do not have employment agreement with any our directors and executive officers.

Family Relationships

There are no family relationships between any of our directors or executive officers and any other directors or executive officers.

Involvement in Certain Legal Proceedings

To the best of our knowledge, none of our directors or executive officers have been convicted in a criminal proceeding, excluding traffic violations or similar misdemeanors, or has been a party to any judicial or administrative proceeding during the past five years that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of federal or state securities laws, except for matters that were dismissed without sanction or settlement.

Code of Ethics

We have not adopted a Code of Ethics but expect to adopt a Code of Ethics and will require that each employee abide by the terms of such Code of Ethics.

EXECUTIVE COMPENSATION

Summary Compensation Table

The following table sets forth information regarding each element of compensation that we paid or awarded to our named executive officers for fiscal 2010 and 2009.

Name and principal position	Fiscal Year	Salary ($)	Bonus ($)	Stock Awards ($)	Option Awards ($)	Nonequity incentive plan compensation ($)	Non-qualified deferred compensation ($)	All other compensation ($)	Total ($)
Michael Cetrone, President through November 22, 2010	2010	0	0	0	0	0	0	0	0
	2009	0	0	0	0	0	0	0	0
Neil Muller, President since November 22, 2010	2010	0	0	0	0	0	0	0	0
Dr. Jorge Andrade, CEO, Treasurer, Principal Executive Officer, Principal Financial Officer, Secretary and Principal Accounting Officer	2010	0	0	0	0	0	0	0	0

There has been no cash payment paid to the executive officers for services rendered in all capacities to us for the period ended December 31, 2010. There has been no compensation awarded to, earned by, or paid to the executive officers by any person for services rendered in all capacities to us for the fiscal period ended December 31, 2010.

Option Grants

We had no outstanding equity awards as of the end of fiscal 2010.

Option Exercises and Fiscal Year-End Option Value Table.

There were no stock options exercised during fiscal 2010 by the named executive officers.

Long-Term Incentive Plans and Awards

There were no awards made to a named executive officer in fiscal 2010 under any long-term incentive plan.

Employment Contracts, Termination of Employment, Change-in-Control Arrangements

We do not have employment agreement with our officers and directors.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

On November 22, 2010, the Company entered into an intellectual property license and asset purchase agreement with Fresh Start Private, Inc. a Nevada corporation (the "Transaction") which has subsequently been terminated. In consideration of the license the Company agreed to issue 16,000,000 shares of common stock at the market value of $0.77 per share as of the date of the agreement. Total value of the license is recorded as $12,320,000. Dr. Jorge Andrade Jr., the Company's CEO and Director, and Mr. Neil Muller, the Company's President and Director are directors of and shareholders of Fresh Start Private, Inc. Mr. Muller owns 2,000,000 common shares of Fresh Start Private, Inc., therefore Mr. Muller's interest in the Transaction is approximately $1,540,000. Dr. Andrade owns 1,000,000 common shares of Fresh Start Private, Inc. therefore Dr. Andrade's interest in the Transaction is approximately $770,000. None of the 16,000,000 shares were issued. On October 31, 2011, we entered into the Termination Agreement pursuant to which such license agreement shall be deemed null and void.

As of June 30, 2011 and December 31, 2010, we have received an advance from Jorge Andrade, President, and Neil Muller, director as loans from related parties. The loans are payable on demand and without interest.

	June 30, 2011	December 31, 2010
Jorge Andrade	$ 124,820	$ 53,784
Neil Muller	91,424	23,282
	$ 216,244	$ 77,066

Consulting agreement with Terranautical Global Investments ("TGI"). TGI is a company controlled by Jorge Andrade that provides consulting services to the Company. There is no formal agreement between the parties and is on a month to month basis. The remuneration ranges between $5,000 and $10,000 per month depending on the services provided. As of June 30, 2011 and December 31, 2010, TGI was paid $29,500 and $6,000 as consulting fees. As of June 30, 2011, there was an unpaid balance of $10,000.

Consulting agreement with Premier Aftercare Recovery Service, ("PARS") . PARS is a Company controlled by Neil Muller that provides consulting services to the Company. There is no formal agreement between the parties and the amount of remuneration depends on the services provided and ranges between $5,000 and $10,000 per month. As at June 30, $40,230 in consulting fees and $5,809 in reimbursement of expenses and $6,090 and for December 31, 2010, was paid as consulting fees. As of June 30, 2011, there was an unpaid balance of $10,000.

West Coast Health Consulting, Inc. is a company controlled by Neil Muller that previously provided consulting services to the Company. As of June 30, 2011 and December 31, 2010, $4,000 and nil were paid in consulting fees.

Jorge Andrade was paid a consulting fee of $2,500 for the period ended June 30, 2011.

On August 5, 2010, the Company issued an $88,000 promissory note to Fresh Start Private Management, Inc., which has the same Chief Executive Officer and President as the Company. Further, the Company has signed an Asset Purchase Agreement with Fresh Start Private Management, Inc. (see Note 10). The promissory note is payable, with interest at 3% and due on August 5, 2012. As of June 30, 2011, the Company accrued interest amounting to $2,380.

During Fiscal Year 2010, there were no other material transactions between the Company and any Officer, Director or related party and the Company other than as described herein. None of the following parties has, since the date of incorporation, had any material interest, direct or indirect, in any transaction with us or in any presently proposed transaction that has or will materially affect us:

- The Officers and Directors;
- Any person proposed as a nominee for election as a director;
- Any person who beneficially owns, directly or indirectly, shares carrying more than 5% of the voting rights attached to the outstanding shares of common stock;
- Any relative or spouse of any of the foregoing persons who have the same house as such person.

LEGAL PROCEEDINGS

From time to time, we may become involved in various lawsuits and legal proceedings which arise in the ordinary course of business. Litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm our business.

On August 5, 2011, our former bookkeeper, 1040 Tax Gals, LLC, filed suit against us in the Superior Court of California, County of Orange to collect outstanding fees totaling less than $25,000. We have accrued the expense in our June 30, 2011 financial statements but believe there is a disputed amount due and will be defending this lawsuit.

MARKET PRICE OF AND DIVIDENDS ON OUR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Market Information

Our common stock has been approved for quotation on The OTC Bulletin Board under the symbol "CEYY." The table below sets forth the high and low bid prices for our common stock for the period indicated as reported on the OTCBB website.

	Common Stock Market Price	
Financial Quarter Ended	High ($)	Low ($)
December 31, 2011 (until October , 2011)	0.05	0.025
September 30, 2011	0.119	0.04
June 30, 2011	0.454	0.066
March 31, 2011	0.35	0.149
December 31, 2010	0.77	0.056

As of October 31, 2011, 118,141,938 shares of our common stock were issued and outstanding.

Holders

As of October 31, 2011, there were approximately 17 holders of record of our common stock. This number does not include shares held by brokerage clearing houses, depositories or others in unregistered form.

Dividends

We have never declared or paid a cash dividend. Any future decisions regarding dividends will be made by our Board of Directors. We currently intend to retain and use any future earnings for the development and expansion of our business and do not anticipate paying any cash dividends in the foreseeable future. Our Board of Directors has complete discretion on whether to pay dividends. Even if our Board of Directors decides to pay dividends, the form, frequency and amount will depend upon our future operations and earnings, capital requirements and surplus, general financial condition, contractual restrictions and other factors that the Board of Directors may deem relevant.

Securities Authorized for Issuance under Equity Compensation Plans

We do not have in effect any compensation plans under which our equity securities are authorized for issuance.

Penny Stock Regulations

The Commission has adopted regulations which generally define "penny stock" to be an equity security that has a market price of less than $5.00 per share. Our common stock, when and if a trading market develops, may fall within the definition of penny stock and be subject to rules that impose additional sales practice requirements on broker-dealers who sell such securities to persons other than established customers and accredited investors (generally those with assets in excess of $1,000,000, or annual incomes exceeding $200,000 individually, or $300,000, together with their spouse).

For transactions covered by these rules, the broker-dealer must make a special suitability determination for the purchase of such securities and have received the purchaser's prior written consent to the transaction. Additionally, for any transaction, other than exempt transactions, involving a penny stock, the rules require the delivery, prior to the transaction, of a risk disclosure document mandated by the Commission relating to the penny stock market. The broker-dealer also must disclose the commissions payable to both the broker-dealer and the registered representative, current quotations for the securities and, if the broker-dealer is the sole market-maker, the broker-dealer must disclose this fact and the broker-dealer's presumed control over the market. Finally, monthly statements must be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stocks. Consequently, the "penny stock" rules may restrict the ability of broker-dealers to sell our common stock and may affect the ability of investors to sell their common stock in the secondary market.

RECENT SALES OF UNREGISTERED SECURITIES

Reference is made to the disclosure set forth under Item 3.02 of this report, which disclosure is incorporated by reference into this section.

DESCRIPTION OF OUR SECURITIES

Introduction

In the discussion that follows, we have summarized selected provisions of our articles of incorporation relating to our capital stock. This summary is not complete. This discussion is subject to the relevant provisions of Nevada law and is qualified in its entirety by reference to our articles of incorporation and our bylaws. You should read our articles of incorporation and our bylaws as currently in effect for provisions that may be important to you.

Authorized Capital Stock

Our authorized share capital consists of 200,000,000 shares of common stock, par value $0.001 per share. As of October 31, 2011, 118,141,938 shares of our common stock were outstanding.

Common Stock

Each share of our common stock entitles its holder to one vote in the election of each director and on all other matters voted on generally by our stockholders, other than any matter that (1) solely relates to the terms of any outstanding series of preferred stock or the number of shares of that series and (2) does not affect the number of authorized shares of preferred stock or the powers, privileges and rights pertaining to the common stock. No share of our common stock affords any cumulative voting rights. This means that the holders of a majority of the voting power of the shares voting for the election of directors can elect all directors to be elected if they choose to do so.

Holders of our common stock will be entitled to dividends in such amounts and at such times as our Board of Directors in its discretion may declare out of funds legally available for the payment of dividends. We currently intend to retain our entire available discretionary cash flow to finance the growth, development and expansion of our business and do not anticipate paying any cash dividends on the common stock in the foreseeable future. Any future dividends will be paid at the discretion of our Board of Directors after taking into account various factors, including:

- general business conditions;
- industry practice;
- our financial condition and performance;
- our future prospects;
- our cash needs and capital investment plans;
- income tax consequences; and
- the restrictions Nevada and other applicable laws and our credit arrangements then impose.

If we liquidate or dissolve our business, the holders of our common stock will share ratably in all our assets that are available for distribution to our stockholders after our creditors are paid in full.

Our common stock has no preemptive rights and is not convertible or redeemable or entitled to the benefits of any sinking or repurchase fund.

Transfer Agent and Registrar

The Transfer Agent for our common stock is Columbia Stock Transfer Company at 601 E. Seltice Way, Suite 202, Post Falls, ID, 83854. Its telephone number is (208) 664-3544.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Subsection 7 of Section 78.138 of the Nevada Revised Statutes (the "Nevada Law") provides that, subject to certain very limited statutory exceptions, a director or officer is not individually liable to the corporation or its stockholders or creditors for any damages as a result of any act or failure to act in his or her capacity as a director or officer, unless it is proven that the act or failure to act constituted a breach of his or her fiduciary duties as a director or officer and such breach of those duties involved intentional misconduct, fraud or a knowing violation of law. The statutory standard of liability established by Section 78.138 controls even if there is a provision in the corporation's articles of incorporation unless a provision in the Company's Articles of Incorporation provides for greater individual liability.

Subsection 1 of Section 78.7502 of the Nevada Law empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (any such person, a "Covered Person"), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Covered Person in connection with such action, suit or proceeding if the Covered Person is not liable pursuant to Section 78.138 of the Nevada Law or the Covered Person acted in good faith and in a manner the Covered Person reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceedings, had no reasonable cause to believe the Covered Person's conduct was unlawful.

Subsection 2 of Section 78.7502 of the Nevada Law empowers a corporation to indemnify any Covered Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person acted in the capacity of a Covered Person against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by the Covered Person in connection with the defense or settlement of such action or suit, if the Covered Person is not liable pursuant to Section 78.138 of the Nevada Law or the Covered Person acted in good faith and in a manner the Covered Person reasonably believed to be in or not opposed to the best interests of the Corporation. However, no indemnification may be made in respect of any claim, issue or matter as to which the Covered Person shall have been adjudged by a court of competent jurisdiction (after exhaustion of all appeals) to be liable to the corporation or for amounts paid in settlement to the corporation unless and only to the extent that the court in which such action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances the Covered Person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Section 78.7502 of the Nevada Law further provides that to the extent a Covered Person has been successful on the merits or otherwise in the defense of any action, suit or proceeding referred to in Subsection 1 or 2, as described above, or in the defense of any claim, issue or matter therein, the corporation shall indemnify the Covered Person against expenses (including attorneys' fees) actually and reasonably incurred by the Covered Person in connection with the defense.

Subsection 1 of Section 78.751 of the Nevada Law provides that any discretionary indemnification pursuant to Section 78.7502 of the Nevada Law, unless ordered by a court or advanced pursuant to Subsection 2 of Section 78.751, may be made by a corporation only as authorized in the specific case upon a determination that indemnification of the Covered Person is proper in the circumstances. Such determination must be made (a) by the stockholders, (b) by the board of directors of the corporation by majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding, (c) if a majority vote of a quorum of such non-party directors so orders, by independent legal counsel in a written opinion, or (d) by independent legal counsel in a written opinion if a quorum of such non-party directors cannot be obtained.

Subsection 2 of Section 78.751 of the Nevada Law provides that a corporation's articles of incorporation or bylaws or an agreement made by the corporation may require the corporation to pay as incurred and in advance of the final disposition of a criminal or civil action, suit or proceeding, the expenses of officers and directors in defending such action, suit or proceeding upon receipt by the corporation of an undertaking by or on behalf of the officer or director to repay the amount if it is ultimately determined by a court of competent jurisdiction that he or she is not entitled to be indemnified by the corporation. Subsection 2 of Section 78.751 further provides that its provisions do not affect any rights to advancement of expenses to which corporate personnel other than officers and directors may be entitled under contract or otherwise by law.

Subsection 3 of Section 78.751 of the Nevada Law provides that indemnification pursuant to Section 78.7502 of the Nevada Law and advancement of expenses authorized in or ordered by a court pursuant to Section 78.751 does not exclude any other rights to which the Covered Person may be entitled under the articles of incorporation or any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, for either an action in his or her official capacity or in another capacity while holding his or her office. However, indemnification, unless ordered by a court pursuant to Section 78.7502 or for the advancement of expenses under Subsection 2 of Section 78.751 of the Nevada Law, may not be made to or on behalf of any director or officer of the corporation if a final adjudication establishes that his or her acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and were material to the cause of action. Additionally, the scope of such indemnification and advancement of expenses shall continue for a Covered Person who has ceased to be a director, officer, employee or agent of the corporation, and shall inure to the benefit of his or her heirs, executors and administrators.

Section 78.752 of the Nevada Law empowers a corporation to purchase and maintain insurance or make other financial arrangements on behalf of a Covered Person for any liability asserted against such person and liabilities and expenses incurred by such person in his or her capacity as a Covered Person or arising out of such person's status as a Covered Person whether or not the corporation has the authority to indemnify such person against such liability and expenses.

The Bylaws of the Company provide for indemnification of Covered Persons substantially identical in scope to that permitted under the Nevada Law. Such Bylaws provide that the expenses of directors and officers of the Company incurred in defending any action, suit or proceeding, whether civil, criminal, administrative or investigative, must be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of such director or officer to repay all amounts so advanced if it is ultimately determined by a court of competent jurisdiction that the director or officer is not entitled to be indemnified by the Company.

CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Other than the change of auditor that occurred on November 5, 2009 and is disclosed in the Current Report on Form 8-K/A filed on January 4, 2010, we have had no other changes to our certified independent accountants within the past two fiscal years.

ITEM 3.02 UNREGISTERED SALES OF EQUITY SECURITIES.

On October 31, 2011, at the closing of the Exchange Agreement, we issued an aggregate of 37,000,000 shares of our common stock to the former shareholders of Fresh Start Private, Inc. We received in exchange, from the Fresh Start Private Shareholders, 37,000,000 shares of Fresh Start Private, Inc., representing 100% of the issued and outstanding shares of Fresh Start Private, Inc. As a result of the Exchange Agreement, we are now the holding company of Fresh Start Private, Inc. *The issuance of such securities was exempt from registration pursuant to Section 4(2) of, and Regulation D and/or Regulation S promulgated under the Securities Act of 1933, as amended (the "Securities Act").*

On October 10, 2010, pursuant to the terms of a License Agreement, we issued a total of 5,672,250 shares of our common stock to Trinity Rx Solutions, LLC as consideration for the exclusive license to the Naltrxone Implant Product that we use in the rehabilitation of our patients. Pursuant to the terms of the License Agreement, the 5,672,250 shares constitute 7.5% of the total number of shares issued and outstanding on that date. *The issuance of such securities was exempt from registration pursuant to Section 4(2) of, and Regulation D and/or Regulation S promulgated under the Securities Act of 1933, as amended (the "Securities Act").*

ITEM 5.01 CHANGES IN CONTROL OF REGISTRANT.

As disclosed in Items 1.01 and 2.01 of this Report, in connection with the Share Exchange, on October 31, 2011, we issued 37,000,000 shares of common stock to the former shareholders of Fresh Start Private, Inc. in exchange for all of the outstanding shares of Fresh Start Private. As such, immediately following the Share Exchange, the former shareholders of Fresh Start Private, Inc. held approximately 31.3% of the total voting power of our common stock.

ITEM 5.03 AMENDMENTS TO ARTICLES OF INCORPORATION OR BYLAWS; CHANGE IN FISCAL YEAR.

On July 14, 2010, we filed a Certificate of Amendment to our Articles of Incorporation (the "Amendment") to increase the authorized shares of common stock of the Company from 50,000,000 to 200,000,000 and to change our corporate name from "Cetrone Energy Company" to "Fresh Start Private Management, Inc." A copy of the Amendment is attached hereto as Exhibit 3.2.

ITEM 5.06 CHANGE IN SHELL COMPANY STATUS.

Reference is made to the disclosure set forth under Item 2.01 of this Report, which disclosure is incorporated herein by reference. On October 31, 2011, we entered into the Exchange Agreement and consummated the Share Exchange, pursuant to which we acquired all of the issued and outstanding shares of Fresh Start Private, Inc. in exchange for the issuance of 37,000,000 shares of Common Stock to the Fresh Start Private Shareholders. As a result of the Share Exchange, Fresh Start Private, Inc. became our wholly-owned operating subsidiary and we are no longer a shell company as that term is defined in Rule 12b-2 of the Securities Exchange Act of 1934, as amended.

ITEM 9.01 FINANCIAL STATEMENT AND EXHIBITS.

(a) Financial Statements of Business Acquired.

Filed herewith as Exhibit 99.1 to this Report and incorporated herein by reference are the Audited Financial Statements for the year ended December 31, 2010 and 2009 for Fresh Start Private, Inc.

Filed herewith as Exhibit 99.2 to this Report and incorporated herein by reference are the Unaudited Financial Statements for the six months ended June 30, 2011 and 2010 for Fresh Start Private, Inc.

(b) Pro Forma Financial Information.

Filed herewith as Exhibit 99.3 to this Report and incorporated herein by reference is unaudited pro forma combined financial information of Fresh Start Private Management Inc. and its subsidiary.

(c) Shell Company Transactions.

Reference is made to Items 9.01(a) and 9.01(b) and the exhibits referred to therein which are incorporated herein by reference.

(d) Exhibits.

Exhibit No.	Description
2.1	Share Exchange Agreement, dated October 31, 2011, by and among the Company, the Company's former principal stockholder, FSP and the former principal shareholders of FSP.
3.1	Articles of Incorporation. (1)
3.2	Certificate of Amendment to Articles of Incorporation.
3.3	By Laws. (1)
10.1	Termination Agreement, dated October 31, 2011, by and among the Company, FSP and Muller.
10.2	Agreement for Service, dated June 1, 2011, by and between FSP and Start Fresh Alcohol Recovery Clinic, Inc.
10.3	License Agreement, dated September 7, 2010, by and between FSP and Trinity Rx Solutions, LLC.
10.4	Agreement for Service, dated January 1, 2010, by and between FSP and New Ways, Inc.
10.5	Advertising Agreement, dated February 1, 2011, by and between FSP and Clear Channel Broadcasting.
99.1	Audited Financial Statements for the year ended December 31, 2010 and 2009 for Fresh Start Private, Inc.
99.2	Unaudited Financial Statements for the six months ended June 30, 2011 and 2010 for Fresh Start Private, Inc.
99.3	Unaudited Pro Forma Combined Financial Information of Fresh Start Private Management Inc. and its subsidiary.

(1) Incorporated herein by reference to the Company's Registration Statement on Form S-1 filed with the Commission on September 9, 2008.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

FRESH START PRIVATE MANAGEMENT, INC.

Date: November 4, 2011

By: /s/ *Dr. Jorge Andrade*

Dr. Jorge Andrade
Chief Executive Officer, Chief Financial Officer and Director

Exhibit 2.1

SHARE EXCHANGE AGREEMENT

This SHARE EXCHANGE AGREEMENT (this "Agreement"), dated as of October 31, 2011, is by and among Fresh Start Private Management, Inc., a Nevada corporation (the "Parent"), Fresh Start Private, Inc., a Nevada corporation (the "Company"), and the shareholders of the Company (each a "Shareholder" and collectively the "Shareholders"). Each of the parties to this Agreement is individually referred to herein as a "Party" and collectively as the "Parties."

BACKGROUND

The Company has Thirty Seven Million (37,000,000) shares of common stock (the "Company Shares") outstanding, all of which are held by the Shareholders. The Shareholders have agreed to transfer the Company Shares in exchange (such exchange ratio, the "Exchange Ratio") for an aggregate of Thirty Seven Million (37,000,000) newly issued shares of common stock, par value $0.001 per share, of the Parent (the "Parent Stock").

The exchange of Company Shares for Parent Stock is intended to constitute a reorganization within the meaning of Section 351 of the Internal Revenue Code of 1986, as amended (the "Code"), or such other tax free reorganization or restructuring provisions as may be available under the Code.

The Board of Directors of each of the Parent and the Company has determined that it is desirable to effect this plan of reorganization and share exchange.

AGREEMENT

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency is hereby acknowledged, the Parties hereto intending to be legally bound hereby agree as follows:

ARTICLE I

Exchange of Shares

SECTION 1.01. Exchange by the Shareholders. At the Closing (as defined in Section 1.02), the Shareholders shall sell, transfer, convey, assign and deliver to the Parent all of the Company Shares free and clear of all Liens in exchange for an aggregate of Thirty Seven Million (37,000,000) shares of Parent Stock.

SECTION 1.02. Closing. The closing (the "Closing") of the transactions contemplated by this Agreement (the "Transactions") shall take place at the offices of Anslow & Jaclin, LLP in Manalapan, New Jersey, commencing upon the satisfaction or waiver of all conditions and obligations of the Parties to consummate the Transactions contemplated hereby (other than conditions and obligations with respect to the actions that the respective Parties will take at Closing) or such other date and time as the Parties may mutually determine (the "Closing Date").

ARTICLE II

Representations and Warranties of the Shareholders

Each Shareholder hereby jointly and severally represents and warrants to the Parent, as follows:

SECTION 2.01. Good Title. The Shareholder is the record and beneficial owner, and has good and marketable title to its Company Shares, with the right and authority to sell and deliver such Company Shares to Parent as provided herein. Upon registering of the Parent as the new owner of such Company Shares in the share register of the Company, the Parent will receive good title to such Company Shares, free and clear of all liens, security interests, pledges, equities and claims of any kind, voting trusts, shareholder agreements and other encumbrances (collectively, "Liens").

SECTION 2.02. Power and Authority. All acts required to be taken by the Shareholder to enter into this Agreement and to carry out the Transactions have been properly taken. This Agreement constitutes a legal, valid and binding obligation of the Shareholder, enforceable against such Shareholder in accordance with the terms hereof.

SECTION 2.03. No Conflicts. The execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of his obligations hereunder in accordance with the terms hereof: (i) will not require the consent of any third party or any federal, state, local or foreign government or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign ("Governmental Entity") under any statutes, laws, ordinances, rules, regulations, orders, writs, injunctions, judgments, or decrees (collectively, "Laws"); (ii) will not violate any Laws applicable to such Shareholder; and (iii) will not violate or breach any contractual obligation to which such Shareholder is a party.

SECTION 2.04. No Finder's Fee. The Shareholder has not created any obligation for any finder's, investment banker's or broker's fee in connection with the Transactions that the Company or the Parent will be responsible for.

SECTION 2.05. Purchase Entirely for Own Account. The Parent Stock proposed to be acquired by the Shareholder hereunder will be acquired for investment for his own account, and not with a view to the resale or distribution of any part thereof, and the Shareholder has no present intention of selling or otherwise distributing the Parent Stock, except in compliance with applicable securities laws.

SECTION 2.06. Available Information. The Shareholder has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Parent.

SECTION 2.07. Non-Registration. The Shareholder understands that the Parent Stock has not been registered under the Securities Act of 1933, as amended (the "Securities Act") and, if issued in accordance with the provisions of this Agreement, will be issued by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Shareholder's representations as expressed herein. The non-registration shall have no prejudice with respect to any rights, interests, benefits and entitlements attached to the Parent Stock in accordance with the Parent charter documents or the laws of its jurisdiction of incorporation.

SECTION 2.08. Restricted Securities. The Shareholder understands that the Parent Stock is characterized as "restricted securities" under the Securities Act inasmuch as this Agreement contemplates that, if acquired by the Shareholder pursuant hereto, the Parent Stock would be acquired in a transaction not involving a public offering. The Shareholder further acknowledges that if the Parent Stock is issued to the Shareholder in accordance with the provisions of this Agreement, such Parent Stock may not be resold without registration under the Securities Act or the existence of an exemption therefrom. The Shareholder represents that it is familiar with Rule 144 promulgated under the Securities Act, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act.

SECTION 2.09. Legends. It is understood that the Parent Stock will bear the following legend or another legend that is similar to the following:

> THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY. THESE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT SECURED BY SUCH SECURITIES.

and any legend required by the "blue sky" laws of any state to the extent such laws are applicable to the securities represented by the certificate so legended.

SECTION 2.10. Accredited Investor. The Shareholder is an "accredited investor" within the meaning of Rule 501 under the Securities Act and the Shareholder was not organized for the specific purpose of acquiring the Parent Stock.

ARTICLE III

Representations and Warranties of the Company

The Company has previously provided to the Parent a Disclosure Schedule (the "Company Disclosure Schedule"). The Company represents and warrants to the Parent that, except as set forth in the Company Disclosure Schedule, regardless of whether or not the Company Disclosure Schedule is referenced below with respect to any particular representation or warranty:

SECTION 3.01. Organization, Standing and Power. The Company is duly incorporated or organized, validly existing and in good standing under the laws of the State of Nevada and has the corporate power and authority and possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease or otherwise hold its properties and assets and to conduct its businesses as presently conducted, other than such franchises, licenses, permits, authorizations and approvals the lack of which, individually or in the aggregate, has not had and would not reasonably be expected to have a material adverse effect on the Company, a material adverse effect on the ability of the Company to perform its obligations under this Agreement or on the ability of the Company to consummate the Transactions (a "Company Material Adverse Effect"). The Company is duly qualified to do business in each jurisdiction where the nature of its business or its ownership or leasing of its properties make such qualification necessary, except where the failure to so qualify would not reasonably be expected to have a Company Material Adverse Effect. The Company has delivered to the Parent true and complete copies of the articles of incorporation and bylaws of the Company, each as amended to the date of this Agreement (as so amended, the "Company Charter Documents").

SECTION 3.02. Capital Structure. The authorized share capital of the Company consists of Thirty Seven Million (37,000,000) shares of common stock, of which 37,000,000 shares are outstanding prior to the Closing. No shares or other voting securities of the Company are issued, reserved for issuance or outstanding. All outstanding shares of the Company are duly authorized, validly issued, fully paid and non-assessable and not subject to or issued in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of the applicable corporate laws of its state of incorporation, the Company Charter Documents or any Contract (as defined in Section 3.04) to which the Company is a party or otherwise bound. There are no bonds, debentures, notes or other indebtedness of the Company having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which holders of Company Shares may vote ("Voting Company Debt"). Except as set forth herein, as of the date of this Agreement, there are no options, warrants, rights, convertible or exchangeable securities, "phantom" stock rights, stock appreciation rights, stock-based performance units, commitments, Contracts, arrangements or undertakings of any kind to which the Company is a party or by which the Company is bound (i) obligating the Company to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares or other equity interests in, or any security convertible or exercisable for or exchangeable into any shares or capital stock or other equity interest in, the Company or any Voting Company Debt, (ii) obligating the Company to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, Contract, arrangement or undertaking or (iii) that give any person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights occurring to holders of the shares or capital stock of the Company.

SECTION 3.03. Authority; Execution and Delivery; Enforceability. The Company has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the Transactions. The execution and delivery by the Company of this Agreement and the consummation by the Company of the Transactions have been duly authorized and approved by the Board of Directors of the Company and no other corporate proceedings on the part of the Company are necessary to authorize this Agreement and the Transactions. When executed and delivered, this Agreement will be enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency and similar laws of general applicability as to which the Company is subject.

SECTION 3.04. No Conflicts; Consents.

(a) The execution and delivery by the Company of this Agreement does not, and the consummation of the Transactions and compliance with the terms hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of the Company under any provision of (i) the Company Charter Documents, (ii) any material contract, lease, license, indenture, note, bond, agreement, permit, concession, franchise or other instrument (a "Contract") to which the Company is a party or by which any of their respective properties or assets is bound or (iii) subject to the filings and other matters referred to in Section 3.04(b), any material judgment, order or decree ("Judgment") or material Law applicable to the Company or its properties or assets, other than, in the case of clauses (ii) and (iii) above, any such items that, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect.

(b) Except for required filings with the Securities and Exchange Commission (the "SEC") and applicable "Blue Sky" or state securities commissions, no material consent, approval, license, permit, order or authorization ("Consent") of, or registration, declaration or filing with, or permit from, any Governmental Entity is required to be obtained or made by or with respect to the Company in connection with the execution, delivery and performance of this Agreement or the consummation of the Transactions.

SECTION 3.05. Taxes.

(a) The Company has timely filed, or has caused to be timely filed on its behalf, all Tax Returns required to be filed by it, and all such Tax Returns are true, complete and accurate, except to the extent any failure to file or any inaccuracies in any filed Tax Returns, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect. All Taxes shown to be due on such Tax Returns, or otherwise owed, have been timely paid, except to the extent that any failure to pay, individually or in the aggregate, has not had and would not reasonably be expected to have a Company Material Adverse Effect. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company know of no basis for any such claim.

(b) If applicable, the Company has established an adequate reserve reflected on its financial statements for all Taxes payable by the Company (in addition to any reserve for deferred Taxes to reflect timing differences between book and Tax items) for all Taxable periods and portions thereof through the date of such financial statements. No deficiency with respect to any Taxes has been proposed, asserted or assessed against the Company, and no requests for waivers of the time to assess any such Taxes are pending, except to the extent any such deficiency or request for waiver, individually or in the aggregate, has not had and would not reasonably be expected to have a Company Material Adverse Effect.

(c) For purposes of this Agreement:

"Taxes" includes all forms of taxation, whenever created or imposed, and whether of the United States or elsewhere, and whether imposed by a local, municipal, governmental, state, foreign, federal or other Governmental Entity, or in connection with any agreement with respect to Taxes, including all interest, penalties and additions imposed with respect to such amounts.

"Tax Return" means all federal, state, local, provincial and foreign Tax returns, declarations, statements, reports, schedules, forms and information returns and any amended Tax return relating to Taxes.

SECTION 3.06. Benefit Plans. The Company does not have or maintain any collective bargaining agreement or any bonus, pension, profit sharing, deferred compensation, incentive compensation, share ownership, share purchase, share option, phantom stock, retirement, vacation, severance, disability, death benefit, hospitalization, medical or other plan, arrangement or understanding (whether or not legally binding) providing benefits to any current or former employee, officer or director of the Company (collectively, "Company Benefit Plans"). As of the date of this Agreement, there are no severance or termination agreements or arrangements between the Company and any current or former employee, officer or director of the Company, nor does the Company have any general severance plan or policy.

SECTION 3.07. Litigation. There is no action, suit, inquiry, notice of violation, proceeding (including any partial proceeding such as a deposition) or investigation pending or threatened in writing against or affecting the Company, or any of its properties before or by any court, arbitrator, governmental or administrative agency, regulatory authority (federal, state, county, local or foreign), stock market, stock exchange or trading facility ("Action") which (i) adversely affects or challenges the legality, validity or enforceability of any of this Agreement or the Parent Stock or (ii) could, if there were an unfavorable decision, individually or in the aggregate, have or reasonably be expected to result in a Company Material Adverse Effect. Neither the Company nor any director or officer thereof (in his or her capacity as such), is or has been the subject of any Action involving a claim or violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty.

SECTION 3.08. Compliance with Applicable Laws. The Company is in compliance with all applicable Laws, including those relating to occupational health and safety and the environment, except for instances of noncompliance that, individually and in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect. This Section 3.08 does not relate to matters with respect to Taxes, which are the subject of Section 3.05.

SECTION 3.09. Brokers; Schedule of Fees and Expenses. Except for those brokers as to which the Company and Parent shall be solely responsible, no broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Company.

SECTION 3.10. Contracts. Except as disclosed in the Company Disclosure Schedule, there are no Contracts that are material to the business, properties, assets, condition (financial or otherwise), results of operations or prospects of the Company and its subsidiaries taken as a whole. The Company is not in violation of or in default under (nor does there exist any condition which upon the passage of time or the giving of notice would cause such a violation of or default under) any Contract to which it is a party or by which it or any of its properties or assets is bound, except for violations or defaults that would not, individually or in the aggregate, reasonably be expected to result in a Company Material Adverse Effect.

SECTION 3.11. Title to Properties. The Company does not own any real property. The Company has sufficient title to, or valid leasehold interests in, all of its properties and assets used in the conduct of its businesses. All such assets and properties, other than assets and properties in which the Company has leasehold interests, are free and clear of all Liens other than those Liens that, in the aggregate, do not and will not materially interfere with the ability of the Company to conduct business as currently conducted.

SECTION 3.12. Insurance. The Company does not hold any insurance policy.

SECTION 3.13. Transactions With Affiliates and Employees. Except as set forth in the Company Disclosure Schedule, none of the officers or directors of the Company and, to the knowledge of the Company, none of the employees of the Company is presently a party to any transaction with the Company (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee or partner.

SECTION 3.14. Application of Takeover Protections. The Company has taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company's charter documents or the laws of its state of incorporation that is or could become applicable to the Shareholders as a result of the Shareholders and the Company fulfilling their obligations or exercising their rights under this Agreement, including, without limitation, the issuance of the Parent Stock and the Shareholders' ownership of the Parent Stock.

SECTION 3.15. No Additional Agreements. The Company does not have any agreement or understanding with the Shareholder with respect to the Transactions other than as specified in this Agreement.

SECTION 3.16. Investment Company. The Company is not, and is not an affiliate of, and immediately following the Closing will not have become, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

SECTION 3.17. Disclosure. The Company confirms that neither it nor any person acting on its behalf has provided the Shareholders or their respective agents or counsel with any information that the Company believes constitutes material, non-public information, except insofar as the existence and terms of the proposed transactions hereunder may constitute such information and except for information that will be disclosed by the Parent under a current report on Form 8-K filed no later than four (4) business days after the Closing. The Company understands and confirms that the Parent will rely on the foregoing representations and covenants in effecting transactions in securities of the Parent. All disclosure provided to the Parent regarding the Company, its business and the Transactions, furnished by or on behalf of the Company (including the Company's representations and warranties set forth in this Agreement) are true and correct and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

SECTION 3.18. Absence of Certain Changes or Events. Except in connection with the Transactions and as disclosed in the Company Disclosure Schedule, from the date of inception to the date of this Agreement, the Company has conducted its business only in the ordinary course, and during such period there has not been:

(a) any change in the assets, liabilities, financial condition or operating results of the Company, except changes in the ordinary course of business that have not caused, in the aggregate, a Company Material Adverse Effect;

(b) any damage, destruction or loss, whether or not covered by insurance, that would have a Company Material Adverse Effect;

(c) any waiver or compromise by the Company of a valuable right or of a material debt owed to it;

(d) any satisfaction or discharge of any lien, claim, or encumbrance or payment of any obligation by the Company, except in the ordinary course of business and the satisfaction or discharge of which would not have a Company Material Adverse Effect;

(e) any material change to a material Contract by which the Company or any of its assets is bound or subject;

(f) any mortgage, pledge, transfer of a security interest in, or lien, created by the Company, with respect to any of its material properties or assets, except liens for taxes not yet due or payable and liens that arise in the ordinary course of business and does not materially impair the Company's ownership or use of such property or assets;

(g) any loans or guarantees made by the Company to or for the benefit of its employees, officers or directors, or any members of their immediate families, other than travel advances and other advances made in the ordinary course of its business;

(h) any alteration of the Company's method of accounting or the identity of its auditors;

(i) any declaration or payment of dividend or distribution of cash or other property to the Shareholders or any purchase, redemption or agreements to purchase or redeem any Company Shares;

(j) any issuance of equity securities to any officer, director or affiliate; or

(k) any arrangement or commitment by the Company to do any of the things described in this Section.

SECTION 3.19. Foreign Corrupt Practices. Neither the Company, nor, to the Company's knowledge, any director, officer, agent, employee or other person acting on behalf of the Company has, in the course of its actions for, or on behalf of, the Company (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

ARTICLE IV

Representations and Warranties of the Parent

The Parent represents and warrants as follows to the Shareholders and the Company, that, except as set forth in the reports, schedules, forms, statements and other documents filed by the Parent with the SEC and publicly available prior to the date of the Agreement (the "Parent SEC Documents"), or in the Disclosure Schedule delivered by the Parent to the Company and the Shareholders (the "Parent Disclosure Schedule"):

SECTION 4.01. Organization, Standing and Power. The Parent is duly organized, validly existing and in good standing under the laws of the State of Nevada and has full corporate power and authority and possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease or otherwise hold its properties and assets and to conduct its businesses as presently conducted, other than such franchises, licenses, permits, authorizations and approvals the lack of which, individually or in the aggregate, has not had and would not reasonably be expected to have a material adverse effect on the Parent, a material adverse effect on the ability of the Parent to perform its obligations under this Agreement or on the ability of the Parent to consummate the Transactions (a "Parent Material Adverse Effect"). The Parent is duly qualified to do business in each jurisdiction where the nature of its business or their ownership or leasing of its properties make such qualification necessary and where the failure to so qualify would reasonably be expected to have a Parent Material Adverse Effect. The Parent has delivered to the Company true and complete copies of the certificate of incorporation of the Parent, as amended to the date of this Agreement (as so amended, the "Parent Charter"), and the Bylaws of the Parent, as amended to the date of this Agreement (as so amended, the "Parent Bylaws").

SECTION 4.02. Subsidiaries; Equity Interests. Except as set forth in the Parent Disclosure Schedule, the Parent does not own, directly or indirectly, any capital stock, membership interest, partnership interest, joint venture interest or other equity interest in any person.

SECTION 4.03. Capital Structure. The authorized capital stock of the Parent consists of Two Hundred Million (200,000,000) shares of common stock, par value $0.001 per share, of which 75,469,688 shares of Parent Stock are issued and outstanding. No other shares of capital stock or other voting securities of the Parent were issued, reserved for issuance or outstanding. All outstanding shares of the capital stock of the Parent are, and all such shares that may be issued prior to the date hereof will be when issued, duly authorized, validly issued, fully paid and non-assessable and not subject to or issued in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of the Nevada General Corporation Law, the Parent Charter, the Parent Bylaws or any Contract to which the Parent is a party or otherwise bound. There are no bonds, debentures, notes or other indebtedness of the Parent having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which holders of Parent Stock may vote ("Voting Parent Debt"). Except in connection with the Transactions, as of the date of this Agreement, there are no options, warrants, rights, convertible or exchangeable securities, "phantom" stock rights, stock appreciation rights, stock-based performance units, commitments, Contracts, arrangements or undertakings of any kind to which the Parent is a party or by which it is bound (i) obligating the Parent to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock or other equity interests in, or any security convertible or exercisable for or exchangeable into any capital stock of or other equity interest in, the Parent or any Voting Parent Debt, (ii) obligating the Parent to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, Contract, arrangement or undertaking or (iii) that give any person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights occurring to holders of the capital stock of the Parent. As of the date of this Agreement, there are no outstanding contractual obligations of the Parent to repurchase, redeem or otherwise acquire any shares of capital stock of the Parent. The Parent is not a party to any agreement granting any security holder of the Parent the right to cause the Parent to register shares of the capital stock or other securities of the Parent held by such security holder under the Securities Act. The stockholder list provided to the Company is a current stockholder list generated by its stock transfer agent, and such list accurately reflects all of the issued and outstanding shares of the Parent Stock as at the Closing.

SECTION 4.04. Authority; Execution and Delivery; Enforceability. The execution and delivery by the Parent of this Agreement and the consummation by the Parent of the Transactions have been duly authorized and approved by the Board of Directors of the Parent and no other corporate proceedings on the part of the Parent are necessary to authorize this Agreement and the Transactions. This Agreement constitutes a legal, valid and binding obligation of the Parent, enforceable against the Parent in accordance with the terms hereof.

SECTION 4.05. No Conflicts; Consents.

(a) The execution and delivery by the Parent of this Agreement, does not, and the consummation of Transactions and compliance with the terms hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or to increased, additional, accelerated or guaranteed rights or entitlements of any person under, or result in the creation of any Lien upon any of the properties or assets of the Parent under, any provision of (i) the Parent Charter or Parent Bylaws, (ii) any material Contract to which the Parent is a party or by which any of its properties or assets is bound or (iii) subject to the filings and other matters referred to in Section 4.05(b), any material Judgment or material Law applicable to the Parent or its properties or assets, other than, in the case of clauses (ii) and (iii) above, any such items that, individually or in the aggregate, have not had and would not reasonably be expected to have a Parent Material Adverse Effect.

(b) No Consent of, or registration, declaration or filing with, or permit from, any Governmental Entity is required to be obtained or made by or with respect to the Parent in connection with the execution, delivery and performance of this Agreement or the consummation of the Transactions, other than the (A) filing with the SEC of reports under Sections 13 and 16 of the Exchange Act, and (B) filings under state "blue sky" laws, as each may be required in connection with this Agreement and the Transactions.

SECTION 4.06. SEC Documents; Undisclosed Liabilities.

(a) The Parent has filed all Parent SEC Documents pursuant to Sections 13 and 15 of the Exchange Act, as applicable (the "Parent SEC Documents").

(b) As of its respective filing date, each Parent SEC Document complied in all material respects with the requirements of the Exchange Act and the rules and regulations of the SEC promulgated thereunder applicable to such Parent SEC Document, and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Except to the extent that information contained in any Parent SEC Document has been revised or superseded by a later filed Parent SEC Document, none of the Parent SEC Documents contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of the Parent included in the Parent SEC Documents comply as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, have been prepared in accordance with the U.S. generally accepted accounting principles ("GAAP") (except, in the case of unaudited statements, as permitted by the rules and regulations of the SEC) applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and fairly present the financial position of Parent as of the dates thereof and the results of its operations and cash flows for the periods shown (subject, in the case of unaudited statements, to normal year-end audit adjustments).

(c) Except as set forth in the Parent SEC Documents, the Parent has no liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) required by GAAP to be set forth on a balance sheet of the Parent or in the notes thereto. The Parent Disclosure Schedule sets forth all financial and contractual obligations and liabilities (including any obligations to issue capital stock or other securities of the Parent) due after the date hereof. As of the date hereof, all liabilities of the Parent have been paid off and shall in no event remain liabilities of the Parent, the Company or the Shareholders following the Closing.

SECTION 4.07. Information Supplied. None of the information supplied or to be supplied by the Parent for inclusion or incorporation by reference in any SEC filing or report contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

SECTION 4.08. Absence of Certain Changes or Events. Except as disclosed in the filed Parent SEC Documents or in the Parent Disclosure Schedule, from the date of the most recent audited financial statements included in the filed Parent SEC Documents to the date of this Agreement, the Parent has conducted its business only in the ordinary course, and during such period there has not been:

(a) any change in the assets, liabilities, financial condition or operating results of the Parent from that reflected in the Parent SEC Documents, except changes in the ordinary course of business that have not caused, in the aggregate, a Parent Material Adverse Effect;

(b) any damage, destruction or loss, whether or not covered by insurance, that would have a Parent Material Adverse Effect;

(c) any waiver or compromise by the Parent of a valuable right or of a material debt owed to it;

(d) any satisfaction or discharge of any lien, claim, or encumbrance or payment of any obligation by the Parent, except in the ordinary course of business and the satisfaction or discharge of which would not have a Parent Material Adverse Effect;

(e) any material change to a material Contract by which the Parent or any of its assets is bound or subject;

(f) any material change in any compensation arrangement or agreement with any employee, officer, director or stockholder;

(g) any resignation or termination of employment of any officer of the Parent;

(h) any mortgage, pledge, transfer of a security interest in, or lien, created by the Parent, with respect to any of its material properties or assets, except liens for taxes not yet due or payable and liens that arise in the ordinary course of business and do not materially impair the Parent's ownership or use of such property or assets;

(i) any loans or guarantees made by the Parent to or for the benefit of its employees, officers or directors, or any members of their immediate families, other than travel advances and other advances made in the ordinary course of its business;

(j) any declaration, setting aside or payment or other distribution in respect of any of the Parent's capital stock, or any direct or indirect redemption, purchase, or other acquisition of any of such stock by the Parent;

(k) any alteration of the Parent's method of accounting or the identity of its auditors;

(l) any issuance of equity securities to any officer, director or affiliate, except pursuant to existing Parent stock option plans; or

(m) any arrangement or commitment by the Parent to do any of the things described in this Section 4.08.

SECTION 4.09. Taxes.

(a) The Parent has timely filed, or has caused to be timely filed on its behalf, all Tax Returns required to be filed by it, and all such Tax Returns are true, complete and accurate, except to the extent any failure to file, any delinquency in filing or any inaccuracies in any filed Tax Returns, individually or in the aggregate, have not had and would not reasonably be expected to have a Parent Material Adverse Effect. All Taxes shown to be due on such Tax Returns, or otherwise owed, has been timely paid, except to the extent that any failure to pay, individually or in the aggregate, has not had and would not reasonably be expected to have a Parent Material Adverse Effect.

(b) The most recent financial statements contained in the Parent SEC Documents reflect an adequate reserve for all Taxes payable by the Parent (in addition to any reserve for deferred Taxes to reflect timing differences between book and Tax items) for all Taxable periods and portions thereof through the date of such financial statements. No deficiency with respect to any Taxes has been proposed, asserted or assessed against the Parent, and no requests for waivers of the time to assess any such Taxes are pending, except to the extent any such deficiency or request for waiver, individually or in the aggregate, has not had and would not reasonably be expected to have a Parent Material Adverse Effect.

(c) There are no Liens for Taxes (other than for current Taxes not yet due and payable) on the assets of the Parent. The Parent is not bound by any agreement with respect to Taxes.

SECTION 4.10. Absence of Changes in Benefit Plans. From the date of the most recent audited financial statements included in the Parent SEC Documents to the date of this Agreement, there has not been any adoption or amendment in any material respect by Parent of any collective bargaining agreement or any bonus, pension, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock option, phantom stock, retirement, vacation, severance, disability, death benefit, hospitalization, medical or other plan, arrangement or understanding (whether or not legally binding) providing benefits to any current or former employee, officer or director of Parent (collectively, "Parent Benefit Plans"). As of the date of this Agreement there are not any employment, consulting, indemnification, severance or termination agreements or arrangements between the Parent and any current or former employee, officer or director of the Parent, nor does the Parent have any general severance plan or policy.

SECTION 4.11. ERISA Compliance; Excess Parachute Payments. The Parent does not, and since its inception never has, maintained, or contributed to any "employee pension benefit plans" (as defined in Section 3(2) of ERISA), "employee welfare benefit plans" (as defined in Section 3(1) of ERISA) or any other Parent Benefit Plan for the benefit of any current or former employees, consultants, officers or directors of Parent.

SECTION 4.12. Litigation. Except as disclosed in the Parent SEC Documents, there is no Action which (i) adversely affects or challenges the legality, validity or enforceability of any of this Agreement or the Parent Stock or (ii) could, if there were an unfavorable decision, individually or in the aggregate, have or reasonably be expected to result in a Parent Material Adverse Effect. Neither the Parent nor any director or officer thereof (in his or her capacity as such), is or has been the subject of any Action involving a claim or violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty.

SECTION 4.13. Compliance with Applicable Laws. Except as disclosed in the Parent SEC Documents, the Parent is in compliance with all applicable Laws, including those relating to occupational health and safety, the environment, export controls, trade sanctions and embargoes, except for instances of noncompliance that, individually and in the aggregate, have not had and would not reasonably be expected to have a Parent Material Adverse Effect. Except as set forth in the Parent SEC Documents, the Parent has not received any written communication during the past two years from a Governmental Entity that alleges that the Parent is not in compliance in any material respect with any applicable Law. The Parent is in compliance with all effective requirements of the Sarbanes-Oxley Act of 2002, as amended, and the rules and regulations thereunder, that are applicable to it, except where such noncompliance could not have or reasonably be expected to result in a Parent Material Adverse Effect.

SECTION 4.14. Contracts. Except as disclosed in the Parent SEC Documents, there are no Contracts that are material to the business, properties, assets, condition (financial or otherwise), results of operations or prospects of the Parent taken as a whole. The Parent is not in violation of or in default under (nor does there exist any condition which upon the passage of time or the giving of notice would cause such a violation of or default under) any Contract to which it is a party or by which it or any of its properties or assets is bound, except for violations or defaults that would not, individually or in the aggregate, reasonably be expected to result in a Parent Material Adverse Effect.

SECTION 4.15. Title to Properties. The Parent has good title to, or valid leasehold interests in, all of its properties and assets used in the conduct of its businesses. All such assets and properties, other than assets and properties in which the Parent has leasehold interests, are free and clear of all Liens and except for Liens that, in the aggregate, do not and will not materially interfere with the ability of the Parent to conduct business as currently conducted. The Parent has complied in all material respects with the terms of all material leases to which it is a party and under which it is in occupancy, and all such leases are in full force and effect. The Parent enjoys peaceful and undisturbed possession under all such material leases.

SECTION 4.16. Intellectual Property. The Parent owns, or is validly licensed or otherwise has the right to use, all Intellectual Property Rights which are material to the conduct of the business of the Parent taken as a whole. The Parent Disclosure Schedule sets forth a description of all Intellectual Property Rights which are material to the conduct of the business of the Parent taken as a whole. No claims are pending or, to the knowledge of the Parent, threatened that the Parent is infringing or otherwise adversely affecting the rights of any person with regard to any Intellectual Property Right. To the knowledge of the Parent, no person is infringing the rights of the Parent with respect to any Intellectual Property Right.

SECTION 4.17. Labor Matters. There are no collective bargaining or other labor union agreements to which the Parent is a party or by which it is bound. No material labor dispute exists or, to the knowledge of the Parent, is imminent with respect to any of the employees of the Parent.

SECTION 4.18. Transactions With Affiliates and Employees. Except as set forth in the Parent SEC Documents, none of the officers or directors of the Parent and, to the knowledge of the Parent, none of the employees of the Parent is presently a party to any transaction with the Parent or any subsidiary (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Parent, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee or partner.

SECTION 4.19. Internal Accounting Controls. The Parent maintains a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Parent has established disclosure controls and procedures for the Parent and designed such disclosure controls and procedures to ensure that material information relating to the Parent is made known to the officers by others within those entities. The Parent's officers have evaluated the effectiveness of the Parent's controls and procedures. Since inception, there have been no significant changes in the Parent's internal controls or, to the Parent's knowledge, in other factors that could significantly affect the Parent's internal controls.

SECTION 4.20. Solvency. Based on the financial condition of the Parent as of the closing date (and assuming that the closing shall have occurred but without giving effect to any funding requirement of the Company or any of the Company's subsidiaries), (i) the Parent's fair saleable value of its assets exceeds the amount that will be required to be paid on or in respect of the Parent's existing debts and other liabilities (including known contingent liabilities) as they mature, (ii) the Parent's assets do not constitute unreasonably small capital to carry on its business for the current fiscal year as now conducted and as proposed to be conducted including its capital needs taking into account the particular capital requirements of the business conducted by the Parent, and projected capital requirements and capital availability thereof, and (iii) the current cash flow of the Parent, together with the proceeds the Parent would receive, were it to liquidate all of its assets, after taking into account all anticipated uses of the cash, would be sufficient to pay all amounts on or in respect of its debt when such amounts are required to be paid. The Parent does not intend to incur debts beyond its ability to pay such debts as they mature (taking into account the timing and amounts of cash to be payable on or in respect of its debt).

SECTION 4.21. Application of Takeover Protections. The Parent has taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Parent's charter documents or the laws of its state of incorporation that is or could become applicable to the Shareholders as a result of the Shareholders and the Parent fulfilling their obligations or exercising their rights under this Agreement, including, without limitation, the issuance of the Parent Stock and the Shareholders' ownership of the Parent Stock.

SECTION 4.22. No Additional Agreements. The Parent does not have any agreement or understanding with the Shareholders with respect to the Transactions other than as specified in this Agreement.

SECTION 4.23. Investment Company. The Parent is not, and is not an affiliate of, and immediately following the Closing will not have become, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

SECTION 4.24. Disclosure. The Parent confirms that neither it nor any person acting on its behalf has provided any Shareholder or its respective agents or counsel with any information that the Parent believes constitutes material, non-public information except insofar as the existence and terms of the proposed transactions hereunder may constitute such information and except for information that will be disclosed by the Parent under a current report on Form 8-K filed after the Closing. All disclosure provided to the Shareholders regarding the Parent, its business and the transactions contemplated hereby, furnished by or on behalf of the Parent (including the Parent's representations and warranties set forth in this Agreement) are true and correct and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

SECTION 4.25. Certain Registration Matters. Except as specified in the Parent SEC Documents, the Parent has not granted or agreed to grant to any person any rights (including "piggy-back" registration rights) to have any securities of the Parent registered with the SEC or any other governmental authority that have not been satisfied.

SECTION 4.26. Listing and Maintenance Requirements. The Parent is, and has no reason to believe that it will not in the foreseeable future continue to be, in compliance with the listing and maintenance requirements for continued listing of the Parent Stock on the trading market on which the Parent Stock are currently listed or quoted. The issuance and sale of the Parent Stock under this Agreement does not contravene the rules and regulations of the trading market on which the Parent Stock are currently listed or quoted, and no approval of the stockholders of the Parent is required for the Parent to issue and deliver to the Shareholders the Parent Stock contemplated by this Agreement.

SECTION 4.27. No Undisclosed Events, Liabilities, Developments or Circumstances. No event, liability, development or circumstance has occurred or exists, or is contemplated to occur with respect to the Parent, its subsidiaries or their respective businesses, properties, prospects, operations or financial condition, that would be required to be disclosed by the Parent under applicable securities laws on a registration statement on Form S-1 filed with the SEC relating to an issuance and sale by the Parent of its Parent Stock and which has not been publicly announced.

SECTION 4.28. Foreign Corrupt Practices. Neither the Parent, nor to the Parent's knowledge, any director, officer, agent, employee or other person acting on behalf of the Parent has, in the course of its actions for, or on behalf of, the Parent (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

ARTICLE V

Deliveries

SECTION 5.01. Deliveries of the Shareholders.

(a) Concurrently herewith the Shareholders are delivering to the Parent this Agreement executed by the Shareholders.

(b) At or prior to the Closing, the Shareholders shall deliver to the Parent:

(i) certificates representing its Company Shares; and

(ii) this Agreement which shall constitute a duly executed share transfer power for transfer by the Shareholders of their Company Shares to the Parent (which Agreement shall constitute a limited power of attorney in the Parent or any officer thereof to effectuate any Share transfers as may be required under applicable law, including, without limitation, recording such transfer in the share registry maintained by the Company for such purpose).

SECTION 5.02. Deliveries of the Parent.

(a) Concurrently herewith, the Parent is delivering to the Shareholders and to the Company, a copy of this Agreement executed by the Parent.

(b) At or prior to the Closing, the Parent shall deliver to the Company a certificate from the Parent, signed by its Secretary or Assistant Secretary certifying that the attached copies of the Parent Charter, Parent Bylaws and resolutions of the Board of Directors of the Parent and of the stockholders of the Parent approving this Agreement and the transactions contemplated hereunder, are all true, complete and correct and remain in full force and effect.

(c) At or prior to the Closing, the Parent shall deliver to the Company and the Shareholders an opinion from Parent's legal counsel in form and substance reasonably satisfactory to the Shareholder.

(d) Promptly following the Closing, the Parent shall deliver to the Shareholders, certificates representing the new shares of Parent Stock issued to the Shareholders set forth on Exhibit A.

SECTION 5.03. Deliveries of the Company.

(a) Concurrently herewith, the Company is delivering to the Parent this Agreement executed by the Company.

(b) At or prior to the Closing, the Company shall deliver to the Parent a certificate from the Company, signed by its Secretary or Assistant Secretary certifying that the attached copies of the Company's Charter Documents and resolutions of the Board of Directors of the Company approving this Agreement and the Transactions, are all true, complete and correct and remain in full force and effect.

ARTICLE VI

Conditions to Closing

SECTION 6.01. Shareholders and Company Conditions Precedent. The obligations of the Shareholders and the Company to enter into and complete the Closing is subject, at the option of the Shareholders and the Company, to the fulfillment on or prior to the Closing Date of the following conditions.

(a) Representations and Covenants. The representations and warranties of the Parent contained in this Agreement shall be true in all material respects on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date. The Parent shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by the Parent on or prior to the Closing Date. The Parent shall have delivered to the Shareholder and the Company, a certificate, dated the Closing Date, to the foregoing effect.

(b) Litigation. No action, suit or proceeding shall have been instituted before any court or governmental or regulatory body or instituted or threatened by any governmental or regulatory body to restrain, modify or prevent the carrying out of the Transactions or to seek damages or a discovery order in connection with such Transactions, or which has or may have, in the reasonable opinion of the Company or the Shareholders, a materially adverse effect on the assets, properties, business, operations or condition (financial or otherwise) of the Parent or the Company.

(c) No Material Adverse Change. There shall not have been any occurrence, event, incident, action, failure to act, or transaction since June 30, 2011 which has had or is reasonably likely to cause a Parent Material Adverse Effect.

(d) Post-Closing Capitalization. At, and immediately after, the Closing, the authorized capitalization, and the number of issued and outstanding shares of capital stock of the Company and the Parent, on a fully-diluted basis, shall be as described in the Company Disclosure Schedule.

(e) SEC Reports. The Parent shall have filed all reports and other documents required to be filed by Parent under the U.S. federal securities laws through the Closing Date.

(f) OTCBB Quotation. The Parent shall have maintained its status as a Company whose common stock is quoted on the Over-the-Counter Bulletin Board and no reason shall exist as to why such status shall not continue immediately following the Closing.

(g) Deliveries. The deliveries specified in Section 5.02 shall have been made by the Parent.

(h) No Suspensions of Trading in Parent Stock; Listing. Trading in the Parent Stock shall not have been suspended by the SEC or any trading market (except for any suspensions of trading of not more than one trading day solely to permit dissemination of material information regarding the Parent) at any time since the date of execution of this Agreement, and the Parent Stock shall have been at all times since such date listed for trading on a trading market.

(i) Satisfactory Completion of Due Diligence. The Company and the Shareholders shall have completed their legal, accounting and business due diligence of the Parent and the results thereof shall be satisfactory to the Company and the Shareholders in their sole and absolute discretion.

SECTION 6.02. Parent Conditions Precedent. The obligations of the Parent to enter into and complete the Closing are subject, at the option of the Parent, to the fulfillment on or prior to the Closing Date of the following conditions, any one or more of which may be waived by the Parent in writing.

(a) Representations and Covenants. The representations and warranties of the Shareholders and the Company contained in this Agreement shall be true in all material respects on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date. The Shareholders and the Company shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by the Shareholders and the Company on or prior to the Closing Date. The Company shall have delivered to the Parent, if requested, a certificate, dated the Closing Date, to the foregoing effect.

(b) Litigation. No action, suit or proceeding shall have been instituted before any court or governmental or regulatory body or instituted or threatened by any governmental or regulatory body to restrain, modify or prevent the carrying out of the Transactions or to seek damages or a discovery order in connection with such Transactions, or which has or may have, in the reasonable opinion of the Parent, a materially adverse effect on the assets, properties, business, operations or condition (financial or otherwise) of the Parent.

(c) No Material Adverse Change. There shall not have been any occurrence, event, incident, action, failure to act, or transaction since December 31, 2010 which has had or is reasonably likely to cause a Company Material Adverse Effect.

(d) Deliveries. The deliveries specified in Section 5.01 and Section 5.03 shall have been made by the Shareholders and the Company, respectively.

(e) Post-Closing Capitalization. At, and immediately after, the Closing, the authorized capitalization, and the number of issued and outstanding shares of the Company and the Parent, on a fully-diluted basis, shall be described in the Company Disclosure Schedule.

(f) Satisfactory Completion of Due Diligence. The Parent shall have completed its legal, accounting and business due diligence of the Company and the results thereof shall be satisfactory to the Parent in its sole and absolute discretion.

ARTICLE VII

Covenants

SECTION 7.01. Public Announcements. The Parent and the Company will consult with each other before issuing, and provide each other the opportunity to review and comment upon, any press releases or other public statements with respect to the Agreement and the Transactions and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchanges.

SECTION 7.02. Fees and Expenses. All fees and expenses incurred in connection with this Agreement shall be paid by the Party incurring such fees or expenses, whether or not this Agreement is consummated.

SECTION 7.03. Continued Efforts. Each Party shall use commercially reasonable efforts to (a) take all action reasonably necessary to consummate the Transactions, and (b) take such steps and do such acts as may be necessary to keep all of its representations and warranties true and correct as of the Closing Date with the same effect as if the same had been made, and this Agreement had been dated, as of the Closing Date.

SECTION 7.04. Exclusivity. Each of the Parent and the Company shall not (and shall not cause or permit any of their affiliates to) engage in any discussions or negotiations with any person or take any action that would be inconsistent with the Transactions and that has the effect of avoiding the Closing contemplated hereby. Each of the Parent and the Company shall notify each other immediately if any person makes any proposal, offer, inquiry, or contact with respect to any of the foregoing.

SECTION 7.05. Filing of 8-K and Press Release. The Parent shall file, no later than four (4) business days of the Closing Date, a current report on Form 8-K and attach as exhibits all relevant agreements with the SEC disclosing the terms of this Agreement and other requisite disclosure regarding the Transactions.

SECTION 7.06. Access. Each Party shall permit representatives of any other Party to have full access to all premises, properties, personnel, books, records (including Tax records), contracts, and documents of or pertaining to such Party.

SECTION 7.07. Preservation of Business. From the date of this Agreement until the Closing Date, the Company and the Parent shall operate only in the ordinary and usual course of business consistent with their respective past practices (provided, however, that Parent shall not issue any securities without the prior written consent of the Company), and shall use reasonable commercial efforts to (a) preserve intact their respective business organizations, (b) preserve the goodwill and advantageous relationships with customers, suppliers, independent contractors, employees and other persons material to the operation of their respective businesses, and (c) not permit any action or omission that would cause any of their respective representations or warranties contained herein to become inaccurate or any of their respective covenants to be breached in any material respect.

ARTICLE VIII

Miscellaneous

SECTION 8.01. Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given upon receipt by the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

If to the Parent, to:

Fresh Start Private Management, Inc.
999 N. Tustin Avenue Suite 16
Santa Ana, California, 92705
Attn: Jorge Andrade
Telephone: 714.485.6720

If to the Company, to:

Fresh Start Private, Inc.
999 N. Tustin Avenue Suite 16
Santa Ana, California, 92705
Attn: Jorge Andrade
Telephone: 714.485.6720

with a copy to:

Anslow & Jaclin, LLP
195 Route 9 South, Suite 204
Manalapan, NJ 07726
Attn: Gregg E. Jaclin, Esq.
Telephone: (732) 409-1212
Facsimile: (732) 577-1188

If to the Shareholders at the addresses set forth in Exhibit A hereto.

SECTION 8.02. Amendments; Waivers; No Additional Consideration. No provision of this Agreement may be waived or amended except in a written instrument signed by the Company, Parent and the Shareholders. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any Party to exercise any right hereunder in any manner impair the exercise of any such right.

SECTION 8.03. Replacement of Securities. If any certificate or instrument evidencing any Parent Stock is mutilated, lost, stolen or destroyed, the Parent shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof, or in lieu of and substitution therefore, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Parent of such loss, theft or destruction and customary and reasonable indemnity, if requested. The applicants for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs associated with the issuance of such replacement Parent Stock. If a replacement certificate or instrument evidencing any Parent Stock is requested due to a mutilation thereof, the Parent may require delivery of such mutilated certificate or instrument as a condition precedent to any issuance of a replacement.

SECTION 8.04. Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, the Shareholders, Parent and the Company will be entitled to specific performance under this Agreement. The Parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations described in the foregoing sentence and hereby agrees to waive in any action for specific performance of any such obligation the defense that a remedy at law would be adequate.

SECTION 8.05. Limitation of Liability. Notwithstanding anything herein to the contrary, each of the Parent and the Company acknowledge and agree that the liability of the Shareholders arising directly or indirectly, under any transaction document of any and every nature whatsoever shall be satisfied solely out of the assets of the Shareholders, and that no trustee, officer, other investment vehicle or any other affiliate of the Shareholders or any investor, shareholder or holder of shares of beneficial interest of the Shareholders shall be personally liable for any liabilities of the Shareholders.

SECTION 8.06. Interpretation. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

SECTION 8.07. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that Transactions contemplated hereby are fulfilled to the extent possible.

SECTION 8.08. Counterparts; Facsimile Execution. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties. Facsimile execution and delivery of this Agreement is legal, valid and binding for all purposes.

SECTION 8.09. Entire Agreement; Third Party Beneficiaries. This Agreement, taken together with the Company Disclosure Schedule and the Parent Disclosure Schedule, (a) constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the Transactions and (b) are not intended to confer upon any person other than the Parties any rights or remedies.

SECTION 8.10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Nevada, without reference to principles of conflicts of laws. Any action or proceeding brought for the purpose of enforcement of any term or provision of this Agreement shall be brought only in the Federal or state courts sitting in Nevada, and the parties hereby waive any and all rights to trial by jury.

SECTION 8.11. Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

SECTION 1.01.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Share Exchange Agreement as of the date first above written.

The Parent:

FRESH START PRIVATE MANAGEMENT, INC.

By: /s/ Jorge Andrade
Name: Jorge Andrade
Title: Chief Executive Officer

The Company:

FRESH START PRIVATE, INC.

By: /s/ Jorge Andrade
Name: Jorge Andrade
Title: Chief Executive Officer

[*Signature Page to Share Exchange Agreement*]

The Shareholders:

By: /s/ Jorge Andrade
Name: Jorge Andrade - CEO
Number of Shares: 10,500,000

By: /s/ Neil Muller
Name: Neil Muller - President
Number of Shares: 9,000,000

By: /s/ Scott Carley
Name: Scott Carley - COO
Number of Shares: 6,750,000

By: /s/ Patrick Brown
Name: Patrick Brown - CFO
Number of Shares: 5,750,000

By: /s/ Karl Grothe
Name: Karl Grothe - Accounts
Number of Shares: 4,200,000

By: /s/ Candice Kominas
Name: Candice Kominas - Marketing
Number of Shares: 500,000

By: /s/ Ryan Felmming
Name: Ryan Felmming - Marketing
Number of Shares: 75,000

By: /s/ Ernosto Galvan
Name: Ernosto Galvan - Insurance
Number of Shares: 75,000

By: /s/ Maria Roman
Name: Maria Roman – Office Manager
Number of Shares: 75,000

By: /s/ Oilver Maxwell
Name: Oilver Maxwell - Sales
Number of Shares: 75,000

EXHIBIT A

Shareholders of Fresh Start Private, Inc.

Name and Address of Shareholder	Tax ID Number of Shareholder (if Applicable)	Number of Company Shares Being Exchanged	Number of Shares of Parent Stock to be Received by Shareholder
Jorge Andrade		10,500,000	10,500,000
Neil Muller		9,000,000	9,000,000
Scott Carley		6,750,000	6,750,000
Patrick Brown		5,750,000	5,750,000
Karl Grothe		4,200,000	4,200,000
Candice Kominas		500,000	500,000
Ryan Flemming		75,000	75,000
Ernosto Galvan		75,000	75,000
Maria Roman		75,000	75,000
Oilver Maxwell		75,000	75,000
TOTAL		37,000,000	37,000,000

Exhibit 3.2

ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov

090301

Certificate of Change Pursuant to NRS 78.209

USE BLACK INK ONLY - DO NOT HIGHLIGHT **ABOVE SPACE IS FOR OFFICE USE ONLY**

Certificate of Change filed Pursuant to NRS 78.209
For Nevada Profit Corporations

1. Name of corporation:
CETRONE ENERGY COMPANY

2. The board of directors have adopted a resolution pursuant to NRS 78.209 and have obtained any required approval of the stockholders.

3. The current number of authorized shares and the par value, if any, of each class or series, if any, of shares before the change:
50,000,000 shares of common stock, par value $0.001per share.

4. The number of authorized shares and the par value, if any, of each class or series, if any, of shares after the change:
50,000,000 shares of common stock, par value $0.001 per share.

5. The number of shares of each affected class or series, if any, to be issued after the change in exchange for each issued share of the same class or series:
Two hundred (200) shares of common stock, par value $0.001 per share, shall be issued after the change in exchange for each issued share of common stock, par value $0.001 per share.

6. The provisions, if any, for the issuance of fractional shares, or for the payment of money or the issuance of scrip to stockholders otherwise entitled to a fraction of a share and the percentage of outstanding shares affected thereby:
Fractional shares of common stock, par value $0.001 per share, shall be rounded up to the nearest whole share of common stock, par value $0.001 per share.

7. Effective date of filing: (optional) July 14, 2010
(must not be later than 90 days after the certificate is filed)

8 Signature: (required)

X _____
Signature of Officer

President
Title

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Stock Split
Revised: 3-6-09

ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov

090201

Certificate of Amendment

(PURSUANT TO NRS 78.385 AND 78.390)

USE BLACK INK ONLY - DO NOT HIGHLIGHT **ABOVE SPACE IS FOR OFFICE USE ONLY**

Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations
(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:
CETRONE ENERGY COMPANY

2. The articles have been amended as follows: (provide article numbers, if available)
Article 1 has been amended and restated so that, as amended and restated. Article 1 shall state in its entirety, as follows:

"1. Name of Corporation: FRESH START PRIVATE MANAGEMENT INC."

Article 3 has been amended and restated so that, as amended and restated, Article 3 shall state in its entirety, as follows:

"3. Shares: The total number of shares of stock, which this corporation [continued on following page]|

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise a least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 2,000,000

4. Effective date of filing: (optional) July 14, 2010
(must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X _____
Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Amend Profit-After
Revised: 3-6-09

is authorized to issue, is two hundred million (200,000,000) shares of common stock, $.001 par value per share."

[remainder of page intentionally left blank]

Exhibit 10.1

TERMINATION AGREEMENT

This TERMINATION AGREEMENT, dated as of October 31, 2011 ("Termination Agreement"), is entered into by and among Fresh Start Private Management, Inc., a Nevada corporation (the "Company"), Neil Muller ("Muller") and Fresh Start Private, Inc., a Nevada corporation ("FSP"). The Company, Muller and FSP are sometimes referred to herein collectively as the Parties.

RECITALS

WHEREAS, the Parties entered into an Intellectual Property License and Asset Purchase Agreement, dated November 22, 2010 ("License Agreement") whereby FSP and Muller agreed to grant to the Company an exclusive right to use certain trademark and intellectual property as indicated in the License Agreement. As consideration, the Company agreed to issue 16,000,000 shares of its common stock to FSP;

WHEREAS, as of the date hereof, the transaction under the License Agreement has not been consummated and no shares have been issued pursuant to the License Agreement;

WHEREAS, the Company and FSP have decided to enter into a share exchange agreement pursuant to which the Company will issue 37,000,000 shares of its common stock to the shareholders of FSP in exchange for all the issued and outstanding capital shares of FSP; and

WHEREAS, the Parties have decided to terminate the License Agreement.

NOW, THEREFORE, in accordance with the terms and conditions hereof, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Termination**. The Parties hereby agree to terminate the License Agreement as it shall be deemed null and void and of no legal effect whatsoever and, except as otherwise set forth herein, the Parties shall not have any further obligations with respect thereto.

2. **Mutual Release**. Each party hereto releases and discharges (each party, in such capacity, a "Releasing Party") the other party (each party, in such capacity, a "Released Party") and its affiliates, subsidiaries, predecessors, successors, and assigns, and each of their respective officers, directors, employees, agents, and representatives (to each of whose benefit this release shall run) from any and all claims, demands, damages, actions, causes of action, liabilities, judgments, liens, contracts, agreements, rights, obligations, costs and expenses, whether known or unknown, suspected or unsuspected, fixed or contingent, wherever filed or prosecuted, which the Releasing Party has now, claims to have, or at any time heretofore had or claimed to have against the Released Party, as a result of things undertaken, done or omitted to be done up to and including the date of this Termination Agreement, arising out of, or in connection with, each party's rights, duties and obligations under the License Agreement irrespective of whether such claims arise out of contract, tort, violation of laws or regulations or otherwise.

3. **Negotiated Settlement.** This Termination Agreement is the product of negotiations between and among the Parties and in the interpretation or enforcement hereof, is to be interpreted in a neutral manner, with no presumption for or against any party being afforded by reason of the fact that a party has drafted or caused to be drafted all or any part of this Termination Agreement.

4. **Counterparts.** This Termination Agreement may be executed in as many separate counterparts as may be deemed necessary or convenient by the Parties hereto and each separate counterpart, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same agreement. This Termination Agreement shall become effective upon the receipt by each party of executed counterparts signed by the other Parties hereto.

5. **Survival of Representations.** The Parties hereto agree that all terms, agreements, covenants, representations and warranties in this Termination Agreement or in any document delivered pursuant hereto or in connection with the transactions contemplated hereby shall survive the execution and delivery of this Termination Agreement and the consummation of such transactions.

6. **Applicable Law.** This Termination Agreement shall be governed by the laws of the State of Nevada without regard to conflict or choice of law. This Agreement has been negotiated between the Parties and their respective legal counsel, and accordingly this Termination Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party.

7. **Severability.** The provisions of this Termination Agreement shall be deemed severable and the invalidity of unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

8. **Entire Agreement.** This Termination Agreement, contains the entire understanding of the Parties with respect to the subject matter described herein and supersedes all prior negotiations, representations or agreements between the Parties relating to the subject matter hereof and may not be altered or amended except in a writing signed and delivered by the Parties hereto.

IN WITNESS WHEREOF, the Parties have signed, or have caused their respective authorized officers or designated persons to execute and deliver, this Termination Agreement as of the day and year first above written.

FRESH START PRIVATE MANAGEMENT, INC.

By: /s/ Jorge Andrade

Name:
Title:

FRESH START PRIVATE, INC.

By: /s/ Jorge Andrade

Name:
Title:

NEIL MULLER

By: /s/ Neil Muller
Name: Neil Muller

Exhibit 10.2

AGREEMENT FOR
SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement") dated this 1st day of June, 2011

BETWEEN

Fresh Start Private Inc. of 999 N Tustin Ave Suite 16, Santa Ana, California, 92705 (the "Customer")

OF THE FIRST PART

AND

Start Fresh Alcohol Recovery Clinic, Inc. /Dr. Lucien Alexander of 999 N Tustin Ave Suite 17, Santa Ana, California, 92705 (the "Service Provider")

OF THE SECOND PART

BACKGROUND:

A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.

B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

ServicesProvided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") in its Santa Ana Clinic (the "Clinic"), consisting of providing consultations for insurance patients Health and Physical Reports and assessment to determine if the patient is a candidate for receiving a Naltrexone Implant, if patient qualifies as a candidate, services shall be provided to include the implant procedure itself and any postoperative care. The "Service Provider" agrees to help teach other Doctors that may be contracted by the "Customer" on how to do the implant procedure. The "Service Provider" agrees to give at least 3 days a week to provide services to "the customer's" referrals for treatment in the "Service Providers" Santa Ana clinic. The "Service Provider" will agree to be a strong advocate for the Fresh Start Private program when required, i.e., when dealing with the insurance companies, The Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

1.1 The Service Provider understands that the "Customer" is responsible for all payments for customary operating expenditures of the Clinic and will also administer the collection of the receivables for the Santa Ana Clinic from which the "Service Provider" operates, see Section 8 under Provision of Extras.

1.2 The Customer agrees to give the Service Provider the first right of refusal for services in the Santa Ana Clinic.

Term of Agreement

2. The term of this Agreement will begin on the date of this Agreement and will continue indefinitely until terminated as provided in this Agreement.

3. In the event that either party wishes to terminate this Agreement, that party will be required to provide a notice period of 30 days.

4. Except as otherwise provided in this Agreement, the obligations of the Service Provider will terminate upon the earlier of the Service Provider ceasing to be engaged by the Customer or the termination this Agreement by the Customer or the Service Provider.

Performance

5. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

6. It is agreed that the customer, for the services rendered by the Service Provider as required by this Agreement, shall pay to the Service Provider compensation in one of the following three basis:

a) $1,400.00 for Cash Patients payable on the day of the procedure
b) "The customer" shall agree to issue payment of $2,500 to the service provider when the claim is processed and payment has been received from the insurance companies or
c) If agreed upon by both parties, $1400.00 for Insurance Patients shall be paid to the "Service Provider" on the day of the procedure

6.1 This compensation will be payable in accordance to the terms described above while this Agreement is in force. Once payment is issued it will constitute full and final payment for the individual patient treated/referred.

6.2 The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

7. The Service Provider understands that the Service Provider's compensation as provided in this Agreement will constitute the full and exclusive monetary consideration and compensation for all services performed by the Service Provider and for the performance of all the Service Provider’s promises and obligations under this Agreement.

7.1 The Customer agrees to pay to the provider a one-time fee of $36,000 as a Medical Directorship fee to be paid in two installments, first on the receipt of funds from the second insurance company payment and a second after the 10th insurance payment is received by the customer. The payment of the Medical Directorship fee shall be paid to the Service Provider as follows:

a) $1,000.00 per procedure done by the provider for insurance claim patients subject to receipt of payment by the insurance companies or
b) A monthly fee of $5,000 per month subject to payment by the insurance companies.

Provision of Extras

8. The Customer agrees to provide, for the use of the Service Provider for providing the Services, the following extras: Client Referrals, Naltrexone Implant, Marketing Fees, Office Rent, Office Supplies, Medical Malpractice Insurance, Advertising, Staffing, Medical Supplies, Medical Equipment and Accounting services. Therefore all monies received in the form of cash, credit, financing, checks from the patients, checks from the insurance companies or wire transfers shall be immediately remitted to "The customer".

Reimbursement of Expenses

9. The Service Provider will not be reimbursed for expenses incurred by the Service Provider in connection with providing the Services of this Agreement.

Performance Penalties

10. No performance penalty will be charged if the Service Provider does not perform the Services within the time frame provided by this Agreement.

Confidentiality

11. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer, which the Service Provider has obtained, except as may be necessary or desirable to further the business interests of the Customer. This obligation will survive indefinitely upon termination of this Agreement.

Non-Competition

12. Other than with the express written consent of the Customer, which will not be unreasonably withheld, the Service Provider will not, during the continuance of this Agreement or for a period of five years after the termination of this Agreement, be directly or indirectly involved with a business which is in direct competition with the particular business line of the Customer, divert or attempt to divert from the Customer any business the Customer has enjoyed, solicited, or attempted to solicit, from other individuals or corporations, prior to termination of this Agreement.

Non-Solicitation

13. Any attempt on the part of the Service Provider to induce or cause to leave the Customer's employ or any effort by the Service Provider to interfere with the Customer's relationship with its employees or other service providers would be harmful and damaging to the Customer.

14. The Service Provider agrees that during the term of this Agreement and for a period of five years after the end of the Term of this Agreement, the Service Provider will not in any way directly or indirectly:

    a) Induce or attempt to induce any employee or other service provider of the Customer to quit employment or retainer with the Customer;

    b) Otherwise interfere with or disrupt the Customer's relationship with its employees or other service providers;

    c) Discuss employment opportunities or provide information about competitive employment to any of the Customer's employees or other service providers; or

Ownership of Materials

15. All materials developed, produced, or in the process of being so under this Agreement, will be the property of the Customer. The use of the mentioned materials by the Customer will not be restricted in any manner.

16. The Service Provider may retain use of the said materials and will not be responsible for damages resulting from their use for work other than services contracted for in this Agreement.

Return of Property

17. Upon the expiry or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

Assignment

18. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Modification of Agreement

19. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Notice

20. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:

Fresh Start Private Inc
999 N Tustin Ave Suite 16, Santa Ana, California, 92705
Fax Number: 888-603-2210
Email: fspinc@gmail.com

Start Fresh Alcohol Recovery Clinic /Dr Lucien Alexander
999 N Tustin Ave Suite 17, Santa Ana, California, 92705

or to such other address as to which any Party may from time to time notify the other.

Costs and Legal Expenses

21. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Time of the Essence

22. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement

23. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Limitation of Liability

24. It is understood and agreed that the Service Provider will have no liability to the Customer or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.

Indemnification

25. Each party to this agreement agrees, to the extent permitted by applicable law, to indemnify and hold harmless the other party, including their employees and agents from every claim, demand or suit which may arise out of, be connected with or be made by reason of the other party's failure to meet the provision of the Services of this Agreement, Notwithstanding the preceding sentence, this indemnification shall not cover any claim, demand, or suit based on the willful misconduct or fraud of either party[7] or it's employees. Either party shall at its own expense and risk, defend or at its option settle, any court proceeding, that may be brought against it, This provision of this section shall survive the expiration or termination of this agreement.

Enurement

26. This Agreement will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

Currency

27. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars.

Titles/Headings

28. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

Gender

29. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

30. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Dispute Resolution

31. In the event a dispute arises out of or in connection with this Agreement the parties will attempt to resolve the dispute through friendly consultation.

If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of California. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of California.

Severability

32. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

33. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Additional Provisions

34. The Customer relationship with Service Provider is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to create a Partnership, agency, joint venture or employment relationship. The Service Provider will not be entitled to any of the benefits that the Customer may make available to its employees, including, but not limited to, group health or life insurance, or retirement benefits. The "interested party" is not authorized to make any representation, contract or Commitment on behalf of the "principal" unless specifically requested or authorized in writing to do so by a Fresh Start Private manager. The Service Provider is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any Federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement. The Service Provider is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under this Agreement. No part of the Service Provider's compensation will be subject to payroll taxes. The Customer will regularly report amounts paid to the Service Provider by filing Form 1099-M1SC with the Internal Revenue Service.

IN WITNESS WHEREOF the parties have duly executed this Service Agreement this 1st day of June, 2011.

SIGNED, SEALED AND DELIVERED
in the presence of

Witness

Witness

Start Fresh Alcohol Recovery Clinic/Dr Luicien Alexander

Per: (Corp seal)

Fresh Start Private Inc

Per:

Fresh Start Private Inc CORPORATE SEAL 2009 NEVADA

LICENCE AGREEMENT

THIS LICENCE AGREEMENT (this "Agreement") is made effective as of the September 7, 2010(the "effective date")

BETWEEN: TRINITY Rx SOLUTIONS, LLC, Address 217-21 Rockaway Point Blvd, Breezy Point New York, 11695 ("LICENSOR")

AND FRESH START PRIVATE, INC, Address 999 N. Tustin Avenue Suite 1G Santa Ana, CA 92705 ("LICENSEE")

WHEREAS

A. LICENSOR has the exclusive license for Naltrexone Implant Product one which has been designed for Alcoholism.

B. LICENSEE wishes to obtain an exclusive license from LICENSOR to use the Naltrexone Implant which they have the rights and LICENSEE shall exclusively use the Naltrexone Implant for all its patients.

1. DEFINITIONS

In this Agreement, except in so far as the context or subject matter otherwise indicates or requires, the following terms and expressions shall have the following meanings:

"Agreement" means this Agreement and the schedules hereto.

"License Fee" means the fee payable to LICENSOR for licensing LICENSEE to use the licensed product which fees are set forth in Section 3.

"Licensed Product" means the Naltrexone Implant.

"Parties" means each of LICENSOR and LICENSEE and "Party" means either one of them as the context requires.

"Products" includes technologies, devices, techniques, programs or patents.

2. GRANT

LICENSOR hereby grants to the LICENSEE an exclusive license to use the Licensed Product and procedures related to the licensed product.

2.1 LICENSEE shall have the right to use the Licensed Product as required.

3. LICENCE FEE & COMPOUNDING FEE

3.1 The Licence Fee payable under this Agreement shall be sent to LICENSOR.

LICENSEE shall pay to LICENSOR a onetime License Fee of 7.5% of the total restricted common shares in the U.S. Company (See Attachment A).

3.2 LICENSEE shall pay to LICENSOR or its affiliate assigned by LICENSOR a $600 compounding fee for each prescription request for the LICENSED product.

4. TERM & TERMINATION

4.1 This Agreement shall remain in force for so long as LICENSEE continues to use the Licensed Product.

Since the License has been purchased there will be no termination of the licensed products from LICENSOR.

5. TERRITORY

LICENSOR will make application to LICENSEE to use the Licensed Product in the United States of America. A first right of refusal will be given to any products new or old at choice to the licensee under new and separate terms.

6. SECURITY

LICENSOR will take all reasonable steps to ensure that the Licensed Product is not provided to any other persons, companies or organisations within or distributed to United States.

6.1 LICENSEE and LICENSOR agree to advise each other immediately of discovery of any unauthorized use of the Licensed Product by any third persons.

7. TITLE AND WARRANTY

Title to and ownership of the Licensed Product, including all intellectual property rights shall at all time remains with the LICENSOR.

7.1 The Licensed Product is being supplied by LICENSOR at the request of LICENSEE. It is acknowledged and agreed by the parties that:

(a) LICENSOR does not have detailed knowledge or understanding of LICENSEE's needs, obligations and business;

(b) LICENSOR warrants and undertake that the Licensed Product is suitable for and will assist LICENSEE in its operations.

8. SUPPLY OF LICENSED PRODUCT

LICENSOR will provide support and updated information to LICENSEE relating to any product updates or improvements regarding any licensed products from LICENSOR. The LICENSOR will also provide the LICENSEE with details and updates of its methods and techniques on a regular basis and/or when requested and will ensure that all of its services and techniques are available to LICENSEE.

9. Assignment

The license granted hereunder and the Licenced Product may not be assigned, sub-licensed or otherwise transferred by the LICENSEE unless approved in writing by LICENSOR.

10. SUPPORT

LICENSOR will offer reasonable levels of support to assist LICENSEE and will make its personnel available by email, phone or fax during normal working hours for feedback, problem solving or general questions to ensure that the Licensed Product is being used and promoted correctly.

11. **MUTUAL PERFORMANCE OBLIGATIONS - CONFIDENTIALITY OF USER DATA**

The parties agree to maintain the confidentiality of any data relating to the usage of the Licensed Product by LICENSEE, such data may be used solely for purposes directly related to the Licensed Product and may only be provided to third parties with written approval of the parties.

12. **WARRANTIES**

Subject to the limitations set forth elsewhere in this Agreement, LICENSOR warrants that it has the right to license the rights granted under this Agreement to use the Licensed Product that it has obtained any and all necessary permissions from third parties, to license, the Licensed Product.

13. **INDEMNITIES**

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties or injuries incurred by any third party, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

14. **GOVERNING LAW**

This Agreement shall be governed by the applicable laws of California.

15. **DISPUTE RESOLUTION**

In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to meet to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

16. ARBITRATION

Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the Rules of the ICC, at a venue selected by the Party claiming injury (Plaintiff). The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrator shall in turn select a third arbitrator. All documents, materials and other information in the possession of each party shall be made available to the other party for review and copying no later than fourteen (14) days after the notice of arbitration is served.

17. SEVERABILITY

Neither party shall be liable in damages to have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control, including but not limited to acts of God, government restrictions (including the denial or cancellation of any necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, either oral or written.

19. AMENDMENT

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of the parties.

20. WAIVER OF CONTRACTUAL RIGHT

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

21. NOTICES

All notices given pursuant to this Agreement shall be in writing and may be hand delivered or shall be deemed to be received within three (3) days of mailing, if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

If to LICENSOR:

Address: 217-21 Rockaway Point Blvd, Breezy Point, NY, 11695

If to LICENSEE:

Address: 999 N. Tustin Ave. Suite 16 Santa Ana, CA 92705

The parties agree that this Agreement shall be binding on the heirs, executors, administrators or assigns of each of them.

ATTACHMENT A

License Fee

LICENSEE shall provide to LICENSOR 7.5% of the current issued and outstanding common shares of its parent company Fresh Start Private Management, Inc.

Total Shares Issued	_____
Allocation to LICENSOR	7.5%
Total Shares Allocated	_____
Estimated Price per Share as of Initial Issue date	$_____

LICENSOR shall be restricted from selling shares for six months from date of this Agreement. Thereafter, LICENSOR may sell its shares in accordance with SEC Rule 144 guidelines.

Exhibit 10.4

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement") dated this 1st day of January, 2010

BETWEEN

Fresh Start Private Inc of 999 N Tustin Ave Suite 16, Santa ana, California, 92705
(the "Customer")

OF THE FIRST PART

-AND-

Luis Francisco Guerrero /New Ways 2226 S. Glenarbor st ,Santa Ana, Ca 92704

EIN ####-##-####

(the "Service Provider")

OF THE SECOND PART

BACKGROUND:

A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.

B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of imparting eight 1 hour one on one life therapy sessions using the Fresh Start Private Alcohol Recovery Program. The Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

2. The term of this Agreement will begin on the date of this Agreement and will continue indefinitely until terminated as provided in this Agreement.

3. In the event that either party wishes to terminate this Agreement, that party will be required to provide a notice period of 2 weeks.

4. Except as otherwise provided in this Agreement, the obligations of the Service Provider will terminate upon the earlier of the Service Provider ceasing to be engaged by the Customer or the termination of this Agreement by the Customer or the Service Provider.

Performance

5. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

6. For the services rendered by the Service Provider as required by this Agreement, the Customer will pay to the Service Provider compensation on the following basis: $80.00 per 1 hour session to a maximum of 8 sessions for the described Services Provided section of this agreement.

7. This compensation will be payable on a biweekly basis (every 2 weeks), while this Agreement is in force.

8. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

9. The Service Provider understands that the Service Provider's compensation as provided in this Agreement will constitute the full and exclusive monetary consideration and compensation for all services performed by the Service Provider and for the performance of all the Service Provider's promises and obligations under this Agreement.

Provision of Extras

10. The Customer agrees to provide, for the use of the Service Provider in providing the Services, the following extras: Life Coaching and Training Program Manual.

Reimbursement of Expenses

11. The Service Provider will not be reimbursed for expenses incurred by the Service Provider in connection with providing the Services of this Agreement.

Payment Penalties

12. In the event that the Customer does not comply with the rates, amounts or dates of pay provided in this Agreement, a late payment penalty will be charged as follows: The Customer will pay a surcharge of 5 percent on the compensation amount for any late payment.

Performance Penalties

13. No performance penalty will be charged if the Service Provider does not perform the Services within the time frame provided by this Agreement.

Confidentiality

14. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer, which the Service Provider has obtained, except as may be necessary or desirable to further the business interests of the Customer. This obligation will survive indefinitely upon termination of this Agreement.

Non-Competition

15. Other than with the express written consent of the Customer, which will not be unreasonably

withheld, the Service Provider will not, during the continuance of this Agreement or until January 1st 2050 after the termination of this Agreement, be directly or indirectly involved with a business which is in direct competition with the particular business line of the Customer, divert or attempt to divert from the Customer any business the Customer has enjoyed, solicited, or attempted to solicit, from other individuals or corporations, prior to termination of this Agreement.

Non-Solicitation

16. Any attempt on the part of the Service Provider to induce to leave the Customer's employ, or any effort by the Service Provider to interfere with the Customer's relationship with its employees or other service providers would be harmful and damaging to the Customer.

17. The Service Provider agrees that during the term of this Agreement and for a period until January 1st 2050 after the end of the term, the Service Provider will not in any way directly or indirectly:

    a. induce or attempt to induce any employee or other service provider of the Customer to quit employment or retainer with the Customer;

    b. otherwise interfere with or disrupt the Customer's relationship with its employees or other service providers;

    c. discuss employment opportunities or provide information about competitive employment to any of the Customer's employees or other service providers; or

    d. solicit, entice, or hire away any employee or other service provider of the Customer.

Ownership of Materials

18. All materials developed, produced, or in the process of being so under this Agreement, will be the property of the Customer. The use of the mentioned materials by the Customer will not be restricted in any manner.

19. The Service Provider may retain use of the said materials and will not be responsible for damages resulting from their use for work other than services contracted for in this Agreement.

Return of Property

20. Upon the expiry or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

Assignment

21. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Capacity/Independent Contractor

22. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Modification of Agreement

23. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Notice

24. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:

    a. Fresh Start Private Inc
    999 N Tustin Ave Suite 16, santa ana, California, 92705
    Fax Number: 888-603-2210
    Email: fspinc@gmail.com

    b. Luis Francisco Guerrero /New Ways 2226 S. Glenarbor st ,Santa Ana, Ca 92704

    or to such other address as to which any Party may from time to time notify the other.

Costs and Legal Expenses

25. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Time of the Essence

26. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement

27. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Limitation of Liability

28. It is understood and agreed that the Service Provider will have no liability to the Customer or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.

Indemnification

29. Each party to this agreement agrees, to the extent permitted by applicable law, to indemnify and hold harmless the other party, including their employees and agents from every claim, demand or suit which may arise out of, be connected with or be made by reason of the other party's failure to meet the provision of the Services of this Agreement. Notwithstanding the preceding sentence, this indemnification shall not cover any claim, demand, or suit based on the willful misconduct or fraud of either party or it's employees. Either party shall, at its own expense and risk ,defend or at its option settle, any court proceeding that may be brought against it. This provision of this section shall survive the expiration or termination of this agreement.

Enurement

30. This Agreement will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

Currency

31. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars.

Titles/Headings

32. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

Gender

33. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

34. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Dispute Resolution

35. In the event a dispute arises out of or in connection with this Agreement the parties will attempt to resolve the dispute through friendly consultation.

36. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of California. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of California.

Severability

37. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

38. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Additional Provisions

39 . The "Principal's" relationship with "interested party" is that of an independent contractor, and

nothing in this Agreement is intended to, or should be construed to, create a Partnership, agency, joint venture or employment relationship. The "interested party" will not be entitled to any of the benefits that the "principal" may make available to its employees, including, but not limited to, group health or life insurance, or retirement benefits. The "interested party" is not authorized to make any representation, contract or Commitment on behalf of the "principal" unless specifically requested or authorized in writing to do so by a Fresh Start Private manager. The "interested party" is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any Federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement. The "interested party" is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under this Agreement. No part of The "interested party's" compensation will be subject to payroll taxes. The "principal" will regularly report amounts paid to the "interested party" by filing Form 1099-MISC with the Internal Revenue Service.

40. Release and waiver service Provider further agrees to release, indemnify and hold harmless Fresh Start Private Inc, its employees, agents, contractors and suppliers against any and all losses, accidents, damages, injuries, expenses and claims resulting in whole or part, directly or indirectly, from the Services Provided section of this agreement. Client agrees that in no event shall Luis Francisco Guerrero /New Ways its employees, agents, contractors or suppliers total and aggregate liability under this agreement exceed the amount of fees paid by the client. This provision excludes any claims or liabilities arising out of the sole negligent or willful misconduct of the customer.

IN WITNESS WHEREOF the parties have duly executed this Service Agreement this 1st day of January, 2010.

SIGNED, SEALED AND DELIVERED
in the presence of

Nora T Muller.

Witness

Witness

Luis Francisco Guerrero
/New Ways

Per: (Corp seal)

Fresh Start Private Inc

Per: (Corp seal)

NON-DISCLOSURE AGREEMENT

This AGREEMENT is made this 7th day of December 2009
BETWEEN Fresh Start Private Inc

OF 2970 S. Greenville st Unit E
Santa Aria, Ca, 92704
(hereinafter referred to as the "principal")

AND Mr Luis F. Guerrero

OF
2226 S. Glenarbor St
Santa Ana, CA 92704
(hereinafter referred to as the "interested party")

WHEREAS:

A. The principal is in the business of producing and developing concepts, ideas and products.

B. The interested party wishes to discuss prospects to purchase or for ihe marketing and further development of the principal's concepts, ideas and products.

C. Specifically, the parties are negotiating on several products including the Fresh Start Private Alcoholic recovery program.

NOW IT IS HEREBY AGREED AND ACKNOWLEDGED BETWEEN THE PARTIES as follows:

1. In consideration of the principal disclosing the Confidential Information to the interested party, the interested party agrees to treat all Confidential Information so disclosed on a totally confidential basis and not to impart any of the Confidential information to a third party without the express written approval of the principal.

2. "Confidential Information" means all information passing from the principal to the interested party relating to the product from the date of this Agreement including but not limited to trade secrets, drawings, know-how, techniques, source and object codes, business and marketing plans, and projections, arrangements and agreements with third parties, customer information and customer information proprietary to Customers, formulae, customer lists, concepts not reduced to material form, designs, plans and models.

3. In consideration of the interested party entering into this Agreement, the principal shall disclose the product and information concerning the product to the Interested party and discuss all matters beneficial to the two parties in relation thereto and will do so free of any risk of such knowledge being disclosed other than at the express written direction of the principal.

4. Without limiting the generality of clause 3, the interested party shall not:

   (a) manufacture any product or use any process based on the confidential information without the consent in writing of the principal;

   (b) use or disclose to a third party any aspect of the confidential information for the purpose of contacting or contracting with any employee or client of the principal.

party shall promptly return all copies of the confidential information how so ever embodied or recorded at the direction of the principal.

6. In the event of a breach or threatened breach of the terms of this Agreement by the interested party, the principal shall be entitled to apply for an injunction restraining the interested party from committing any breach of this Agreement without showing or proving any actual damages sustained by the company or the subsidiary.

7. This Agreement shall not be constructed as granting to the interested party any license rights or other rights relating to the product except as expressly provided in this Agreement or specifically agreed to by the parties in writing.

8. It shall be a fundamental term of this Agreement that any breach by the interested party shall make the interested party liable for damages by the principal. FURTHER such breach shall extend to the servants, agents, employees and other associates of the interested party including any companies and/or trusts affiliated with the interested party.

9. Any damages assessed pursuant to this Agreement shall be against the interested party as a liquidated debt.

10. This Agreement shall bind the heirs, executors, administrators and assigns as the case may be.

11. **Term of Agreement:** This deed will be binding for a period of five (5) years unless otherwise consented to in writing by the Disclosing Party.

12. **Governing Law:** This agreement is governed by the law in force in the state of California and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of the State of California and Courts of Appeal from them.

SIGNED by the said Jorge Andrade)
On the date herein before mentioned and in the City of Santa Ana, California

presence of:)

Witness

SIGNED for and on behalf of the interested party)
On the date hereinbefore mentioned and in the)
presence of:)

Witness

Exhibit 10.5

ADVERTISING AGREEMENT

This Advertising Agreement (this "Agreement") is made and entered into as of February 1, 2011 by and between Clear Channel Broadcasting, Inc., a Nevada corporation ("CCB") and Fresh Start Private a Nevada Corporation ("Fresh Start").

In consideration of the mutual representations and provisions made herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Responsibilities of the Parties. During the Term (as defined in Section 2), CCB shall execute those elements described in Exhibit A attached hereto (the "Advertising Elements") with respect to Fresh Start's medical procedures, as determined by the parties throughout the Term, and Fresh Start shall execute those elements described in Section 5 below (the "Counterparty Payment Terms and Conditions").

Section 2. Term.

(a) Unless earlier terminated pursuant to the terms hereof, the term of this Agreement shall begin February 1, 2011 and terminate on January 31st, 2012 (coinciding with the termination of the designated Advertising Elements and Counterparty Payment Terms and Conditions) (the "Term").

(b) This Agreement may ONLY be terminated prior to the end of the Term as follows:

(i) Immediately, by any party, if any of the counter parties makes a general assignment for the benefit of creditors, shall have been adjudicated bankrupt, shall have filed a voluntary petition for bankruptcy or for reorganization, or effectuated a plan or similar arrangement with creditors, shall have filed an answer to a creditor's petition or a petition is filed against it for an adjudication in a bankruptcy or reorganization, or if any of the counter parties shall have applied for or permitted the employment of a receiver or a trustee or a custodian for any of its property or assets; or

(ii) By any party, if there is a material breach by any of the countcr parties under any provision of this Agreement and it or they has/have failed to cure the material breach within fifteen (15) days after being given written notice by the other party with regard to failure to execute the Advertising Elements, execute the Counterparty Payment Terms and Conditions as agreed to herein or any other material breach.

(iii) Immediately by either party should there be a non-curable material breach by the other party during the Term.

(iv) By CCB after an initial thirty (30) day Term; by CCB after the first six (6) months of the Term.

(v) In the event that CCB Terminates the Agreement, CCB shall receive credit for any and all leads that Fresh Start receives relative to the medical procedures that it executes for a period of thirty (30) days after the airing of the last commercial (per the schedule provided by CCB). Additionally, CCB shall continue to receive payment for those leads that turn into paying clients until ninety (90) days past the airing of the last commercial per the schedule referred to above. CCB will not be entitled to any monetary benefit for any procedures that take place after that ninety (90) day period.

Section 3. Exhibits and Rules of Construction,

(a) Attached hereto and incorporated herein for all purposes are the following Exhibits:

(i) Exhibit A: Advertising Elements

(b) Express terms set forth in this Agreement may be modified by the express terms of an Exhibit attached hereto. In the event that the terms and conditions set forth in any Exhibit hereto contradict any term or provision of this Agreement, the terms and conditions of the Exhibit shall control.

Section 4. CCB Responsibilities.

In consideration tor the rcccipt of the payments (as provided in Section 5) and other good and valuable consideration, CCB agrees to provide the Advertising Elements (as defined in Exhibit A) in connection with this Agreement. Fresh Start shall have the right throughout the Term of this Agreement to receive timely performance statements from CCB relative to the execution of all elements stipulated in Exhibit A. In addition, CCB shall make reasonable business efforts to ensure that the Advertising Elements are executed in a first class manner and that all of the elements described in Exhibit A herein are delivered in a commercially reasonable fashion.

Section 5. Counterparty Payment Terms and Conditions.

(i) Fresh Start's Payment Obligations. In consideration for the Advertising Elements provided herein and for the benefits provided pursuant to Exhibit A, Fresh Start agrees to pay the Advertising fee as laid out below:

Fresh Start shall remit to CCB a flat Three Thousand Dollars ($3,000) per procedure fee ("Fee") for all procedures executed by Fresh Start during the Term of this Agreement. If the Agreement is terminated for any reason, as stipulated in paragraph 2 (b) above, then Fresh Start shall be obligated to pay CCB the flat Fee for all procedures executed for a period of ninety (90) days after such termination.

PAYMENT DUE DATES	PAYMENT
Due upon Contract execution	$5,000 for CCB hardcosts and survey
March 15, 2011	Calculated as $3,000 Fee per procedure executed by Fresh Start from the inception of this Agreement through January 31, 2012 (plus the ninety day termination period)

* Payments shall continue to be due and payable to CCB on the 15th of each successive month through the Term of this Agreement,

Fresh Start agrees to provide CCB with a monthly reconciliation ("Reconciliation") that shall document the number of procedures executed in each month of the Term, The Reconciliation shall be included with the monthly payment as stipulated above and shall thereby support the amount of such payment being made each month through the Term.

(ii) Audit Rights. No more than twice in any consecutive 12 month period, CCB shall have the right to audit Fresh Start's books solely with respect to the calculation of the Fee during the preceding 3 month period only and not with respect to any other matter whatsoever, including, without limitation, with respect to any prior periods of time, any third parties, any other procedures, whether for purposes of comparison or otherwise. The records supporting any Fee calculation given hereunder may not be audited more than once. In the event CCB elects to conduct an audit, such audit shall be conducted by a reputable firm of certified public accountants experienced in medical accounting (the selection of which shall be subject to Fresh Start's reasonable approval). Any such audit shall take place, at CCB's sole cost and expense, upon not less than thirty (30) days' prior written notice to Fresh Start, during regular business hours at Fresh Start's offices where such books are kept and in such a manner as not to interfere with Fresh Start's normal business activities. No audit hereunder shall continue for more than ten (10) consecutive business days or fifteen (15) business days in its entirety and such accountants shall use their good faith best efforts to conclude such audit as quickly as possible without delay. A copy of all reports relating to any such audit shall be delivered to Fresh Start at the same time such reports are delivered to CCB. All information obtained and/or provided in connection with any audit shall be treated as strictly confidential and the auditors shall be required to enter into a confidentiality agreement if requested by Fresh Start. Within thirty (30) days following the conclusion of any audit hereunder, the auditors/accountants shall issue a provisional first report ("First Report") setting forth the findings of the audit. The parties shall then have ten (10) business days in which to respond in writing to the auditors/accountants setting forth their questions and/or objections to the First Report. There shall then be a l0-business-day meet and confer. In no way shall CCB's audit rights impact client confidentiality requirements under State or Federal Law.

(ii) Payments. Fresh Start understands that it shall be liable for all Payments stipulated in this Agreement. Payments shall be made by wire transfer or by check made payable to "Clear Channel Broadcasting, Inc." and mailed to the following address: Clear Channel Worldwide, File #56107 (KFI AM), Los Angeles, CA 90074-6107, or by wire transfer to an account designated by CCB.

Section 6. Intellectual Property Rights.

(a) The concepts relative to the Advertising Elements, and all intellectual property rights associated therewith including, without limitation, all trademarks, logos, designs, printed material, recordings and other rights (the "Promotion Marks") (except to the extent any Promotion Marks include or relate to Fresh Start or its brand(s) (the "Fresh Start Marks"), are the sole and exclusive property of CCB. Except as otherwise expressly provided herein, Fresh Start shall not in any manner use the Promotion Marks for any purpose whatsoever including, without limitation, for promotional, advertising or marketing purposes, without the prior written consent of CCB. Notwithstanding the foregoing, nothing contained herein shall be construed as transferring any title or ownership interest in or to the Fresh Start Marks, all of which remain the exclusive property of Fresh Start or its affiliates or licensors, as the case may be.

(b) During the Term, the parties hereto grant each other nonexclusive, royalty-free, non-assignable licenses for the sole and limited use of the trademarks set forth above or on Exhibit A (the "Proprietary Marks") in the parties' advertising and promotional activities relating to the Advertising Elements, as set forth herein. Prior to any use of the other party's Proprietary Marks, the party proposing to use the other party's Proprietary Marks shall seek the prior written consent of the party which owns the Proprietary Marks. Further consent shall not be required for uses of Proprietary Marks consistent with prior approved uses, provided there has been no modification to such use. The parties acknowledge that they have no interest in the other parties' Proprietary Marks, except as provided herein, and neither party will take any action or fail to take any action which could impair a party's rights to its respective Proprietary Marks. The licenses granted hereby shall terminate upon expiration or earlier termination of this Agreement.

Section 7. Relationship.

The relationship described herein applies only to the Advertising Elements as described herein, during the Term, and Fresh Start shall not have any rights with respect to any future Advertising Elements conducted by CCB except and to the extent of any future written agreement.

Section 8. Promotion.

CCB shall use radio, Internet, and/or other suitable mediums, or a combination thereof ("Media"), to promote the Advertising Elements as it determines appropriate; provided, that Fresh Start shall have the right to approve all promotions and advertisements. Upon approval by Fresh Start, CCB shall not make any changes or modifications to any such promotion or advertisement without the prior written consent of Fresh Start, with such consent not to be unreasonably withheld. Such approval shall be made in writing via email. Fresh Start acknowledges that CCB may use Media owned, controlled or contracted with or by CCB for the promotion of the Advertising Elements.

Section 9. Relationship of the Parties. The parties are acting herein as independent contractors. Nothing herein contained will create or be construed as creating a partnership, joint venture and no party will have the authority to bind the other in any respect. Each party shall be solely responsible for all wages, income taxes, worker's compensation and any other requirements for all personnel it supplies pursuant to this Agreement. Sales taxes, if any, will be the responsibility of the purchaser of the goods or services.

Section 10. Entire Agreement and Modification. The Agreement and the attached Exhibit contain the entire agreement between the parties relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. This Agreement may not be amended, revised, or terminated orally but only by a written instrument executed by the party against which enforcement of the amendment, revision, or termination is asserted.

Section 11. Applicable Law. This Agreement will be governed by and construed according to the laws of the State of California.

Section 12. Force Majeure. The failure of any party hereto to comply with the terms and conditions hereof because of an act of God, strike, labor troubles, war, fire, earthquake, act of public enemies, action of federal, state or local governmental authorities or for any reason beyond the reasonable control of such party, will not be deemed a breach of this Agreement.

Section 13. Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (which shall include notice by facsimile transmission) and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, or, if sent by facsimile communications equipment, delivered by such equipment, addressed as set forth herein:

Fresh Start:	Mr. Neil Muller Director Fresh Start 999 N. Tustin Ave. - Suite 16 Santa Ana, CA 92705 Fax: _____
CCB:	Mr. James M. Murphy VP - Business Affairs Clear Channel Broadcasting, Inc. 3400 West Olive Ave., Suite 550 Burbank, CA 91505 Fax: 818-955-8308

Section 14. No Waiver of Rights. If any party fails to enforce any of the provisions of this Agreement or any rights or fails to exercise any election provided in the Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of any party to exercise any of these provisions, rights or elections will not preclude or prejudice such party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.

Section 15. Invalidity. If any term, provision, covenant or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

Section 16. Headings: References. The captions of Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. References to a "Section" when used without further attribution shall refer to the particular section of this Agreement.

Scction 17. Arbitration. Any unresolved dispute under this Agreement shall be decided by arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") or such other administrator as the parties may agree upon, and conducted at a location in California selected by the AAA or other administrator. All disputes submitted to arbitration will be resolved in accordance with the Federal Arbitration Act (Title *9* of the United States Code). All statutes of limitation applicable to any dispute will apply to any arbitration proceeding. All discovery activities will be expressly limited to matters directly relevant to the dispute being arbitrated. Judgment upon any award rendered in an arbitration may be entered in any court having jurisdiction; provided however, that nothing contained herein will be deemed to be a waiver, by any Party that is a bank, of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

Section 18. Representations. Warranties and Covenants of Agent, if any . Each party hereto represents, warrants and covenants the following to each other party:

a. It has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms of this Agreement.

b. This Agreement, when executed and delivered by each party, will be a legal, valid and binding obligation enforceable against such party in accordance with its terms, except to the extent that enforcement may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

c. The execution and delivery of this Agreement has been duly authorized by each party, and such execution and delivery and the performance by each party of the obligations hereunder do not and will not violate or cause a breach of any other agreement or obligation to which such party may be a party or by which such party may be bound, and no approval or other action by any governmental authority or agency is required in connection herewith.

d. In addition to being true as of the date first written above, each of the foregoing representations, warranties and covenants will be true at all times during the Term. Each of such representations, warranties and covenants will be deemed to be material and deemed to have been relied upon by CCB notwithstanding any investigation made by it. If any material representation or warranty made herein by any party fails to be materially correct and accurate, then this Agreement will be deemed to be terminated as of the date such representation or warranty ceased to be correct and accurate. The Payments will be fully due and payable by Fresh Start through the date of termination or performance provided hereunder.

Section 19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when two or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

Section 20. Indemnification. CCB shall defend, indemnify and hold harmless Fresh Start and its affiliates, successors, assigns, equity holders, principals, directors, officers, employees and agents against all costs, expenses and losses, claims, demands, damages, liability, causes of action, judgments, settlement, suits or expenses (including actual attorney fees) claimed, obtained or sustained by third parties in any way related to, arising from or in connection with (i) CCB's performance of its obligations hereunder, including, without limitation, the Advertising Elements; and (ii) any breach by CCB of any of its covenants, representations, warranties, duties or obligations hereunder. Fresh Start shall defend, indemnify and hold harmless CCB and its affiliates, successors, assigns, equity holders, principals, directors, officers, employees and agents against all costs, expenses and losses, claims, demands, damages, liability, causes of action, judgments, settlement, suits or expenses (including actual attorney fees) claimed, obtained or sustained by third parties in any way related to, arising from or in connection with (i) Fresh Start's performance of its obligations hereunder, including, without limitation, the Counterparty Payment Terms and Conditions; and (ii) any breach by Fresh Start of any of its covenants, representations, warranties, duties or obligations hereunder.

Section 21 Insurance. Fresh Start shall procure and maintain, at its sole cost and expense, at all times during the Term hereof, and for six (6) months after the termination of this Agreement for any reason whatsoever (including the natural expiration of the Term), a policy or policies of insurance providing at a minimum (a) Medical Professional Liability Insurance and (b) General Liability Insurance in amounts that shall be mutually agreed to by CCB and Fresh Start. All insurance policies required to be maintained by Fresh Start hereunder shall be deemed primary and exclusive of any insurance that CCB may have. All insurance policies shall contain a provision requiring the insurer to provide CCB with at least (thirty) 30 days prior written notice of the cancellation of such policies.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Fresh Start:

Fresh Start Private:

By: 
Name: NOIN TERRENCE MILLER
Title: DIRECTOR

By: _____
Name: _____
Title: _____

CCB:

Clear Channel Broadcasting, Inc.:

By: _____
Name: _____
Title: _____

EXHIBIT A

ADVERTISING ELEMENTS

- CCLA will provide inventory as follows
    - A minimum of $100,000 in the first month of the Agreement
    - A minimum of $50,000 per month minimum for following 11 months of the Agreement (*)
    - A minimum of $650,000 over the Term of the Agreement (*)

Exhibit 99.1

FRESH START PRIVATE, INC.
(A Development Stage Company)

FINANCIAL STATEMENTS

December 31, 2010 and 2009

Audited

FRESH START PRIVATE, INC.
(A Development Stage Company)
BALANCE SHEETS

	December 31, 2010	December 31, 2009
ASSETS		
CURRENT ASSETS		
Cash	$ 7,128	$ 27,919
TOTAL CURRENT ASSETS	7,128	27,919
FIXED ASSETS		
Office Equipment - net	4,304	4,844
TOTAL FIXED ASSETS	4,304	4,844
OTHER ASSETS		
Deposit	490	490
TOTAL OTHER ASSETS	490	490
TOTAL ASSETS	$ 11,922	$ 33,253
LIABILITIES AND STOCKHOLDER'S EQUITY (DEFICIT)		
CURRENT LIABILITIES		
Accounts Payable	$ 12,000	$ -
Deferred Revenue	6,500	-
Loans from Related Parties	77,066	67,377
TOTAL CURRENT LIABILITIES	95,566	67,377
LONG-TERM LIABILITIES		
Notes Payable-Related Party	89,070	-
TOTAL LONG-TERM LIABILITY	89,070	-
TOTAL LIABILITIES	$ 184,636	$ 67,377
STOCKHOLDER'S EQUITY (DEFICIT)		
Capital stock		
Authorized		
16,000,000 shares of common stock of $0.001 per share		
Issued and outstanding		
16,000,000 shares and 9,000,000 share are issued and outstanding on December 31, 2010 and 2009	$ 16,000	$ 9,000
Subscription Receivable	-	(9,000)
Deficit accumulated during the development stage	(188,714)	(34,124)
TOTAL STOCKHOLDER'S EQUITY/(DEFICIT)	$ (172,714)	$ (34,124)
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY/(DEFICIT)	$ 11,922	$ 33,253

The accompanying notes are an integral part of these financial statements

FRESH START PRIVATE, INC.
(A Development Stage Company)
STATEMENTS OF OPERATIONS

	Year ended December 31, 2010	Period ended December 31, 2009	Cumulative results from inception (May 3, 2009) to December 31, 2010
Revenues	$ 144,400	$ -	$ 144,400
Cost of Revenue	38,980	$ -	38,980
Gross Profit	105,420		105,420
GENERAL AND ADMINISTRATIVE EXPENSE			
Office and general	230,720	34,124	264,844
Professional Fees	28,220	-	28,220
Total Expenses	258,940	$ 34,124	293,064
(Loss) from Operations	(153,520)	(34,124)	(187,644)
OTHER INCOME (LOSS)			
Interest Expense	(1,070)	-	(1,070)
Total Other Income (Loss)	(1,070)	-	(1,070)
NET LOSS	$ (154,590)	$ (34,124)	$ (188,714)
BASIC AND DILUTED LOSS PER COMMON SHARE	$ (0.01)	$ (0.01)	
WEIGHTED AVERAGE NUMBER OF COMMON SHARES OUTSTANDING	11,684,931	6,582,645	

The accompanying notes are an integral part of these financial statements

FRESH START PRIVATE, INC.
(A Development Stage Company)
STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)
From inception (May 3, 2009) to December 31, 2010

	Common Stock					
	Number of shares	Amount	Additional Paid-in Capital	Share Subscriptions Receivable	Deficit accumulated during the development stage	Total
Balance at inception May 3, 2009	-	$ -	$ -	$ -	$ -	$ -
Common stock issued for cash per share on July 8, 2009 at $0.001	9,000,000	9,000	-	(9,000)	-	-
Net loss for the period ended December 31, 2009	-	-	-	-	(34,124)	(34,124)
Balance, December 31, 2009	**9,000,000**	**$ 9,000**	**$ -**	**$ (9,000)**	**$ (34,124)**	**$ (34,124)**
Subscription Received				9,000	9,000	
Common stock issued for service on August 14, 2010 at $0.001	**7,000,000**	7,000				7,000
Net loss for the period ended December 31, 2010	-	-	-	-	(154,590)	(154,590)
Balance, December 31, 2010	**16,000,000**	**$ 16,000**	**$ -**	**$ -**	**$ (188,714)**	**$ (172,714)**

The accompanying notes are an integral part of these financial statements

FRESH START PRIVATE, INC.
(A Development Stage Company)
STATEMENTS OF CASH FLOWS

	Year ended December 31, 2010	Period ended December 31, 2009	May 3, 2009 (date of inception) to December 31, 2010
CASH FLOWS FROM OPERATING ACTIVITIES			
Net loss	$ (154,590)	$ (34,124)	$ (188,714)
Depreciation and amortization	1,739	198	1,937
Stock issued for service	7,000		7,000
Adjustments to reconcile net loss to net cash (used in) provide by operating activities			
Increase in accounts payable	12,000	-	12,000
Increase in accrued interest	1,070	-	1,070
Increase in deferred revenue	6,500	-	6,500
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	(126,281)	(33,926)	(160,207)
INVESTING ACTIVITIES			
(Increase) in Deposit	-	(490)	(490)
Purchase of office equipment	(1,199)	(5,042)	(6,241)
NET CASH PROVIDED BY INVESTING ACTIVITIES	(1,199)	(5,532)	(6,731)
FINANCING ACTIVITIES			
Proceeds from sale of common stock	-	9,000	9,000
Decrease (decrease) in subscription receivable	9,000	(9,000)	
Proceeds from long-term notes related party	88,000	-	88,000
Proceeds from short-term loan from related parties	9,689	67,377	77,066
NET CASH PROVIDED BY FINANCING ACTIVITIES	106,689	67,377	174,066
NET INCREASE (DECREASE) IN CASH	(20,791)	27,919	7,128
CASH, BEGINNING OF YEAR	27,919	-	-
CASH, END OF YEAR	$ 7,128	$ 27,919	$ 7,128
Supplemental cash flow information and noncash financing activities:			
Cash paid for:			
Interest	$ -	$ -	$ -
Income taxes	$ -	$ -	$ -
Non-cash investing and financing activities			
Common stock issued for service	$ 7,000	$ -	$ 7,000

The accompanying notes are an integral part of these financial statements

NOTE 1 – NATURE OF OPERATIONS AND BASIS OF PRESENTATION

The Company was incorporated in the State of Nevada as a for-profit Company on May 3, 2009 and established a fiscal year end of December 31. We are a development-stage Company organized to provide alcohol addiction treatment.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Basis of Presentation
The financial statements present the balance sheet, statements of operations, stockholders' equity (deficit) and cash flows of the Company. These financial statements are presented in United States dollars and have been prepared in accordance with accounting principles generally accepted in the United States.

Use of Estimates and Assumptions
Preparation of the financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Revenue Recognition
The Company's operations recognize revenue in the period of delivery when all direct costs associated with the revenue, are expensed.

Advertising
Advertising costs are expensed as incurred. As of December 31, 2010 and December 31, 209, $3,259 and $1,445 advertising costs have been incurred.

Cash Equivalents
The Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents.

Equipment
Equipment, leasehold improvements, and additions thereto are carried at cost. Depreciation is computed using the straight-line method over the estimated useful lives of the depreciable property generally five to seven years for assets purchased new and two to three years for assets purchased used. Leasehold improvements are amortized over the shorter of the lease term or the estimated lives. Management evaluates useful lives regularly in order to determine recoverability taking into consideration current technological conditions. Maintenance and repairs are charged to expense as incurred; additions and betterments are capitalized. Fully depreciated assets are retained in equipment and accumulated depreciation accounts until retirement or disposal. Upon retirement or disposal of an asset, the cost and related accumulated depreciation are removed, and any resulting gain or loss, net of proceeds, is credited or charged to operations.

Income Taxes
The Company follows the liability method of accounting for income taxes. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax balances. Deferred tax assets and liabilities are measured using enacted or substantially enacted tax rates expected to apply to the taxable income in the years in which those differences are expected to be recovered or settled. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the date of enactment or substantive enactment.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Net Loss per Share
Basic loss per share includes no dilution and is computed by dividing loss available to common stockholders by the weighted average number of common shares outstanding for the period. Dilutive loss per share reflects the potential dilution of securities that could share in the losses of the Company. Because the Company does not have any potentially dilutive securities, the accompanying presentation is only of basic loss per share.

Stock-Based Compensation
Codifications topic 718 "Stock Compensation" requires that the cost resulting from all share-based transactions be recorded in the financial statements and establishes fair value as the measurement objective for share-based payment transactions with employees and acquired goods or services from non-employees. Prior to the May 1, 2005 (fiscal year 2006) adoption of Financial Accounting Standards Board ("FASB") Statement of Financial Accounting Standard ("SFAS") 123 (revised 2004), "Share-Based Payment" ("SFAS 123R"), the Company applied SFAS 123 "Accounting for Stock-Based Compensation" ("SFAS 123"), which provided for the use of a fair value based method of accounting for stock-based compensation. However, SFAS 123 allowed the measurement of compensation cost for stock options granted to employees using the intrinsic value method of accounting prescribed by Accounting Principles Board ("APB") Opinion No. 25 "Accounting for Stock Issued to Employees" ("APB 25"), which only required charges to compensation expense for the excess, if any, of the fair value of the underlying stock at the date a stock option is granted (or at an appropriate subsequent measurement date) over the amount the employee must pay to acquire the stock. Prior to fiscal year 2006, the Company had elected to account for employee stock options using the intrinsic value method under APB 25 and provided, as required by SFAS 123, pro forma footnote disclosures of net loss as if a fair value based method of accounting had been applied.

The Company adopted SFAS 123R in accordance with the modified retrospective application and has restated the consolidated financial statements from the beginning of fiscal year 2006 for the impact of SFAS 123R. Under this transition method, stock-based compensation expense in fiscal year 2006 included stock-based compensation expense for all share-based payment awards granted prior to, but not yet vested as of May 1, 2005, based on the grant-date fair value estimated in accordance with the original provision of SFAS 123. Stock-based compensation expense for all share-based payment awards granted after May 1, 2005 is based on the grant-date fair value estimated in accordance with the provisions of SFAS 123R. The Company recognizes these compensation costs using the graded vesting attribute method over the requisite service period during which each tranche of shares is earned (generally one third at zero, one, and two years) with the value of each tranche is amortized on a straight-line basis.

Recent Accounting Pronouncements
In May 2009, FASB issued ASC 855, Subsequent Events, which establishes general standards of for the evaluation, recognition and disclosure of events and transactions that occur after the balance sheet date. Although there is new terminology, the standard is based on the same principles as those that currently exist in the auditing standards. The standard, which includes a new required disclosure of the date through which an entity has evaluated subsequent events, is effective for interim or annual periods ending after June 15, 2009. The adoption of ASC 855 did not have a material effect on the Company's financial statements.

In June 2009, the FASB issued guidance now codified as ASC 105, Generally Accepted Accounting Principles as the single source of authoritative accounting principles recognized by the FASB to be applied by nongovernmental entities in the preparation of financial statements in conformity with U.S. GAAP, aside from those issued by the SEC. ASC 105 does not change current U.S. GAAP, but is intended to simplify user access to all authoritative U.S. GAAP by providing all authoritative literature related to a particular topic in one place. The adoption of ASC 105 did not have a material impact on the Company's financial statements, but did eliminate all references to pre-codification standards

The Company has implemented all new accounting pronouncements that are in effect and that may impact its financial statements and does not believe that there are any other new accounting pronouncements that have been issued that might have a material impact on its financial position or results of operations.

NOTE 3 – GOING CONCERN

The Company's financial statements are prepared in accordance with generally accepted accounting principles applicable to a going concern. This contemplates the realization of assets and the liquidation of liabilities in the normal course of business. As of December 31, 2010 and 2009, the Company has a working capital deficit of $88,438 and $39,458, and an accumulated deficit of $188,714. The Company does not have a source of revenue sufficient to cover its operation costs giving substantial doubt for it to continue as a going concern. The Company will be dependent upon the raising of additional capital through placement of our common stock in order to implement its business plan, or by merging with an operating company. There can be no assurance that the Company will be successful in either situation in order to continue as a going concern. The Company is funding its initial operations by way of issuing Founder's shares

NOTE 4 - FAIR VALUE OF FINANCIAL INSTRUMENTS

Fair value measurements are determined based on the assumptions that market participants would use in pricing an asset or liability. ASC 820-10 establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. FASB ASC 820 establishes a fair value hierarchy that prioritizes the use of inputs used in valuation methodologies into the following three levels:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets. A quoted price in an active market provides the most reliable evidence of fair value and must be used to measure fair value whenever available.
- Level 2: Significant other observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect a reporting entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability. For example, level 3 inputs would relate to forecasts of future earnings and cash flows used in a discounted future cash flows method.

The recorded amounts of financial instruments, including cash equivalents deferred revenue and loan from related parties, and long-term debt approximate their market values as of December 31, 2010 and December 31, 2009.

NOTE 5 – FIXED ASSETS, NET

	December 31, 2010	December 31, 2009
Office equipment and furniture	$ 6,241	5,042
Less: Accumulated depreciation	(1,937)	(198)
	$ 4,304	4,844

As of year ended December 31, 2010 and 2009, depreciation expense is $1,739 and $198.

NOTE 6 – CAPITAL STOCK

As of December 31, 2010 and 2009, Common Stock, $0.001 per share: 16,000,000 shares authorized. 16,000,000 shares and 9,000,000 shares issued and outstanding. No preferred shares have been authorized or issued.

As of December 31, 2010 and 2009, the Company has not granted any stock options and has not recorded any stock-based compensation.

Transactions, other than employees' stock issuance, are in accordance with ASC 505. Thus issuances shall be accounted for based on the fair value of the consideration received. Transactions with employees' stock issuance are in accordance with ASC 718. These issuances shall be accounted for based on the fair value of the consideration received or the fair value of the equity instruments issued, or whichever is more readily determinable

On July 8, 2009 the Company issued 9,000,000 common shares at $0.001 per share for cash and on August 14, 2010 the Company issued 7,000,000 common shares at $0.001 per share in-kind for consulting service.

NOTE 7 – RELATED PARTIES TRANSACTION

Loan Payables

As of December 31, 2010 and 2009, the Company has received loan from Jorge Andrade, President, and from Neil Muller, director. The loans are payable on demand and without interest.

	December 31	
	2010	2009
Jorge Andrade	$ 53,784	$ 2,167
Neil Muller	23,282	65,210
	$ 77,066	$ 67,377

Outside Labor Expense

As of December 31, 2010 and 2009 the Company has paid related parties $2,950 and $0 in labor costs.

Consulting service

August 14, 2010 the Company issued 7,000,000 common shares at $0.001 per share in kind for consulting services. The shares were issued to shareholders of Fresh Start Private Inc., including 1,280,000 to Jorge Andrade, President, and his family. Additionally, the Company paid directly or indirectly to directors of the Company for management consulting services as follows:

Consulting agreement with Terranautical Global Investments ("TGI"). TGI is a company controlled by Jorge Andrade that provides consulting services to the Company. There is no formal agreement between the parties and is on a month to month basis. The remuneration ranges between $5,000 and $10,000 per month depending on the services provided. As of December 31, 2010, TGI was paid $6,000 as consulting fees.

Consulting agreement with Premier Aftercare Recovery Service, ("PARS"). PARS is a Company controlled by Neil Muller that provides consulting services to the Company. There is no formal agreement between the parties and the amount of remuneration depends on the services provided and ranges between $5,000 and $10,000 per month. As of December 31, 2010, $6,090 was paid as consulting fees.

NOTE 8 - LONG-TERM NOTES PAYABLE-RELATED PARTIES

On August 5, 2010, the Company issued an $88,000 promissory note to Fresh Start Private Management, Inc., which has the same Chief Executive Officer and President as the Company. Further, the Company has signed an Asset Purchase Agreement with Fresh Start Private Management, Inc. (see Note 10). The promissory note is payable, with interest at 3% and due on August 5, 2012. As of December 31, 2010, the Company accrued interest amounting to $1,070.

NOTE 9 – INCOME TAXES

On August 5, 2010, the Company issued an $88,000 promissory note to Fresh Start Private Management, Inc., which has the same Chief Executive Officer and President as the Company. Further, the Company has signed an Asset Purchase Agreement with Fresh Start Private Management, Inc. (see Note 10). The promissory note is payable, with interest at 3% and due on August 5, 2012. As of December 31, 2010, the Company accrued interest amounting to $1,070.

The components of the Company's deferred tax asset and reconciliation of income taxes computed at the statutory rate to the income tax amount recorded as of December 31, 2010 and 2009 are as follows:

	December 31, 2010	December 31, 2009
Net operating loss carry forward	147,590	34,124
Effective Tax rate	35%	35%
Deferred Tax Assets	51,657	11,943
Less: Valuation Allowance	(51,657)	(11,943)
Net deferred tax asset	$ 0	$ 0

The net federal operating loss carry forward will expire between 2027 and 2028. This carry forward may be limited upon the consummation of a business combination under IRC Section 381.

NOTE 10 – AGREEMENT

On November 22, 2010 the Company signed an Asset Purchase Agreement and Intellectual Property License with Fresh Start Management, Inc to take over the assets of the Company, subject to these audited accounts being presented. The purchase price is 16,000,000 restricted shares of Fresh Start Management, Inc

NOTE 11 – COMMITMENTS AND CONTINGENCIES

The Company occupies their current corporate office location under an operating lease. The lease commenced August 1, 2009 and renewed on January 1, 2011, and is for a two year term, renewable. Net rent expense was $15,917 and $4,108 for year ended December 31 2010 and 2009.

At December 31, 2010, future minimum payments under the operating lease (net of sublease income) are as follows:

Fiscal Year	Amount
2011	$ 39,744
2012	39,744
	$ 79,488

NOTE 12 - SUBSEQUENT EVENTS

The Company has evaluated subsequent events from the balance sheet date through March 17, 2011, the date the financial statements were available to be issued, and has determined that there are no events to disclose.

Exhibit 99.2

FRESH START PRIVATE, INC.

FINANCIAL STATEMENTS

June 30, 2011

Unaudited

FRESH START PRIVATE, INC.

BALANCE SHEETS

	June 30, 2011 (Unaudited)	December 31, 2010
ASSETS		
CURRENT ASSETS		
Cash	$ 8,060	$ 7,128
Accounts Receivable	353,444	-
Deferred Cost	38,982	-
TOTAL CURRENT ASSETS	400,486	7,128
FIXED ASSETS		
Office Equipment - net	3,680	4,304
OTHER ASSETS		
Deposit	2,278	490
TOTAL ASSETS	$ 406,444	$ 11,922
LIABILITIES AND STOCKHOLDER'S EQUITY (DEFICIT)		
CURRENT LIABILITIES		
Accounts Payable	$ 344,970	$ 12,000
Advance Receivable from Customer	17,000	-
Deferred revenue	133,629	6,500
Loans from Related Parties	216,244	77,066
TOTAL CURRENT LIABILITIES	711,843	95,566
LONG-TERM LIABILITIES		
Notes Payable-Related Party	90,380	89,070
TOTAL LIABILITIES	802,223	184,636
STOCKHOLDER'S EQUITY (DEFICIT)		
Capital stock		
Authorized		
16,000,000 shares of common stock of $0.001 per share		
Issued and outstanding		
16,000,000 shares are issued and outstanding on June 30, 2011 and December 31, 2010	16,000	16,000
Accumulated deficit	(411,779)	(188,714)
TOTAL STOCKHOLDER'S EQUITY/(DEFICIT)	(395,779)	(172,714)
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY/(DEFICIT)	$ 406,444	$ 11,922

The accompanying notes are an integral part of these financial statements

FRESH START PRIVATE, INC.

STATEMENTS OF OPERATIONS
(Unaudited)

	Three months Ended June 30, 2011	Three months Ended June 30, 2010	Six months Ended June 30, 2011	Six months Ended June 30, 2010
Revenues	$ 305,430	$ 45,511	$ 334,080	$ 96,400
Cost of Revenue	128,529	39,469	166,071	59,691
Gross Profit (loss)	176,901	6,042	168,009	36,709
GENERAL AND ADMINISTRATIVE EXPENSE				
Consulting fees	76,230	-	141,570	240
Office and general	143,459	21,554	210,900	47,344
Professional Fees	37,294	-	37,294	300
Total Expenses	256,983	21,554	389,764	47,884
Income (loss) from Operations	(80,082)	(15,512)	(221,755)	(11,175)
OTHER INCOME (LOSS)				
Interest Expense	(659)	-	(1,310)	-
NET LOSS	$ (80,741)	$ (15,512)	$ (223,065)	$ (11,175)
BASIC AND DILUTED INCOME (LOSS) PER COMMON SHARE	$ (0.01)	$ (0.01)	$ (0.01)	$ (0.01)
WEIGHTED AVERAGE NUMBER OF COMMON SHARES OUTSTANDING	16,000,000	9,000,000	16,000,000	9,000,000

The accompanying notes are an integral part of these financial statements

FRESH START PRIVATE, INC.

STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)
From December 31, 2009 to June 30, 2011
(Unaudited)

	Common Stock		Additional Paid-in Capital	Share Subscriptions Receivable	Accumulated Deficit	Total
	Number of Shares	Amount				
Balance, December 31, 2009	**9,000,000**	**$ 9,000**	**$ -**	**$ (9,000)**	**$ (34,124)**	**$ (34,124)**
Subscription Received				9,000		9,000
Common stock issued for service on August 14, 2010 at $0.001	**7,000,000**	7,000				7,000
Net loss for the period ended December 31, 2010	-	-	-	-	(154,590)	(154,590)
Balance, December 31, 2010	**16,000,000**	$ **16,000**	$ -	$ -	$ (188,714)	$ (172,714)
Net loss for the period ended June 30, 2011	-	-	-	-	(223,065)	(223,065)
Balance, June 30, 2011	**16,000,000**	$ 16,000	$ -	$ -	$ (411,779)	$ (395,779)

The accompanying notes are an integral part of these financial statements

FRESH START PRIVATE, INC.

STATEMENTS OF CASH FLOWS
(Unaudited)

	Six months Ended June 30, 2011	Six months Ended June 30, 2010
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income (loss)	$ (223,065)	$ (11,175)
Depreciation and amortization	624	-
Adjustments to reconcile net loss to net cash (used in) provide by operating activities		
Increase in accounts receivable	(353,444)	
Increase in deferred cost	(38,982)	
Increase in accounts payable	332,970	-
Increase in Advance Receivable from Customer	17,000	
Increase in accrued interest	1,310	
Decrease in deferred revenue	127,129	-
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	(136,458)	(11,175)
INVESTING ACTIVITIES		
(Increase) in Deposit	(1,788)	(4,297)
NET CASH PROVIDED BY INVESTING ACTIVITIES	(1,788)	(4,297)
FINANCING ACTIVITIES		
Proceeds from sale of common stock	-	(9,000)
Proceeds from short-term loan from related parties	139,178	21,344
NET CASH PROVIDED BY FINANCING ACTIVITIES	139,178	12,344
NET INCREASE (DECREASE) IN CASH	932	(3,128)
CASH, BEGINNING OF YEAR	7,128	3,230
CASH, END OF YEAR	$ 8,060	$ 102
Supplemental cash flow information and noncash financing activities:		
Cash paid for:		
Interest	$ -	$ -
Income taxes	$ -	$ -

The accompanying notes are an integral part of these financial statements

FRESH START PRIVATE, INC.

NOTES TO THE UNAUDITED FINANCIAL STATEMENTS

June 30, 2011

NOTE 1 – NATURE OF OPERATIONS AND BASIS OF PRESENTATION

The Company was incorporated in the State of Nevada as a for-profit Company on May 3, 2009 and established a fiscal year end of December 31. We are a Company organized to provide alcohol addiction treatment.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation
The financial statements present the balance sheet, statements of operations, stockholders' equity (deficit) and cash flows of the Company. These financial statements are presented in United States dollars and have been prepared in accordance with accounting principles generally accepted in the United States.

Use of Estimates and Assumptions
Preparation of the financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Revenue Recognition
The Company's operations recognize revenue in the period of delivery when all direct costs associated with the revenue, are expensed. Specifically, the Company recognizes revenue from its medical procedures upon delivery of the service. The Company recognizes revenue from its counseling services when all of the counseling sessions have been taken. The Company provides an allowance for insurance claims that have not been paid at the rate of 50% until such time as the Company has sufficient claims experience. The allowance is offset against revenues. Gross revenues for the six months ended June 30, 2011 were $637,680 with an insurance claim allowance of $332,250.

Deferred revenue
The Company records the unearned portion of its cash patient contracts and counseling sessions as deferred revenue.

Deferred costs
The Company records the procedure costs associated with its deferred cash patient revenue as deferred costs. These costs are recognized when the underlying revenue is earned.

Advertising
Advertising costs are expensed as incurred. As of June 30, 2011 and 2010, $167,213 and $287 advertising costs have been incurred.

Cash Equivalents
The Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Equipment

Equipment, leasehold improvements, and additions thereto are carried at cost. Depreciation is computed using the straight-line method over the estimated useful lives of the depreciable property generally five to seven years for assets purchased new and two to three years for assets purchased used. Leasehold improvements are amortized over the shorter of the lease term or the estimated lives. Management evaluates useful lives regularly in order to determine recoverability taking into consideration current technological conditions. Maintenance and repairs are charged to expense as incurred; additions and betterments are capitalized. Fully depreciated assets are retained in equipment and accumulated depreciation accounts until retirement or disposal. Upon retirement or disposal of an asset, the cost and related accumulated depreciation are removed, and any resulting gain or loss, net of proceeds, is credited or charged to operations.

Income Taxes

The Company follows the liability method of accounting for income taxes. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax balances. Deferred tax assets and liabilities are measured using enacted or substantially enacted tax rates expected to apply to the taxable income in the years in which those differences are expected to be recovered or settled. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the date of enactment or substantive enactment

Income per Share

Basic loss per share includes no dilution and is computed by dividing loss available to common stockholders by the weighted average number of common shares outstanding for the period. Dilutive income per share reflects the potential dilution of securities that could share in the income of the Company. Because the Company does not have any potentially dilutive securities, the accompanying presentation is only of basic income per share.

Stock-Based Compensation

Codifications topic 718 “Stock Compensation” requires that the cost resulting from all share-based transactions be recorded in the financial statements and establishes fair value as the measurement objective for share-based payment transactions with employees and acquired goods or services from non-employees. Prior to the May 1, 2005 (fiscal year 2006) adoption of Financial Accounting Standards Board (“FASB”) Statement of Financial Accounting Standard (“SFAS”) 123 (revised 2004), “Share-Based Payment” (“SFAS 123R”), the Company applied SFAS 123 “Accounting for Stock-Based Compensation” (“SFAS 123”), which provided for the use of a fair value based method of accounting for stock-based compensation. However, SFAS 123 allowed the measurement of compensation cost for stock options granted to employees using the intrinsic value method of accounting prescribed by Accounting Principles Board (“APB”) Opinion No. 25 “Accounting for Stock Issued to Employees” (“APB 25”), which only required charges to compensation expense for the excess, if any, of the fair value of the underlying stock at the date a stock option is granted (or at an appropriate subsequent measurement date) over the amount the employee must pay to acquire the stock. Prior to fiscal year 2006, the Company had elected to account for employee stock options using the intrinsic value method under APB 25 and provided, as required by SFAS 123, pro forma footnote disclosures of net loss as if a fair value based method of accounting had been applied.

The Company adopted SFAS 123R in accordance with the modified retrospective application and has restated the consolidated financial statements from the beginning of fiscal year 2006 for the impact of SFAS 123R. Under this transition method, stock-based compensation expense in fiscal year 2006 included stock-based compensation expense for all share-based payment awards granted prior to, but not yet vested as of May 1, 2005, based on the grant-date fair value estimated in accordance with the original provision of SFAS 123. Stock-based compensation expense for all share-based payment awards granted after May 1, 2005 is based on the grant-date fair value estimated in accordance with the provisions of SFAS 123R. The Company recognizes these compensation costs using the graded vesting attribute method over the requisite service period during which each tranche of shares is earned (generally one third at zero, one, and two years) with the value of each tranche is amortized on a straight-line basis.

Reclassifications

Certain prior period amounts have been reclassified to conform to current period presentation.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Recent Accounting Pronouncements

In May 2009, FASB issued ASC 855, Subsequent Events, which establishes general standards of for the evaluation, recognition and disclosure of events and transactions that occur after the balance sheet date. Although there is new terminology, the standard is based on the same principles as those that currently exist in the auditing standards. The standard, which includes a new required disclosure of the date through which an entity has evaluated subsequent events, is effective for interim or annual periods ending after June 15, 2009. The adoption of ASC 855 did not have a material effect on the Company's financial statements.

In June 2009, the FASB issued guidance now codified as ASC 105, Generally Accepted Accounting Principles as the single source of authoritative accounting principles recognized by the FASB to be applied by nongovernmental entities in the preparation of financial statements in conformity with U.S. GAAP, aside from those issued by the SEC. ASC 105 does not change current U.S. GAAP, but is intended to simplify user access to all authoritative U.S. GAAP by providing all authoritative literature related to a particular topic in one place. The adoption of ASC 105 did not have a material impact on the Company's financial statements, but did eliminate all references to pre-codification standards

The Company has implemented all new accounting pronouncements that are in effect and that may impact its financial statements and does not believe that there are any other new accounting pronouncements that have been issued that might have a material impact on its financial position or results of operations.

NOTE 3 – GOING CONCERN

The Company's financial statements are prepared in accordance with generally accepted accounting principles applicable to a going concern. This contemplates the realization of assets and the liquidation of liabilities in the normal course of business. As of June 30, 2011 and December 31, 2010, the Company has a working capital deficit of $311,357 and $88,438, and an accumulated deficit of $411,779 and $188,714. The Company will be dependent upon the raising of additional capital through placement of our common stock in order to implement its business plan, or by merging with an operating company. There can be no assurance that the Company will be successful in either situation in order to continue as a going concern. The Company is funding its initial operations by way of issuing Founder's shares and through operations.

NOTE 4 - FAIR VALUE OF FINANCIAL INSTRUMENTS

Fair value measurements are determined based on the assumptions that market participants would use in pricing an asset or liability. ASC 820-10 establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. FASB ASC 820 establishes a fair value hierarchy that prioritizes the use of inputs used in valuation methodologies into the following three levels:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets. A quoted price in an active market provides the most reliable evidence of fair value and must be used to measure fair value whenever available.

- Level 2: Significant other observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.

- Level 3: Significant unobservable inputs that reflect a reporting entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability. For example, level 3 inputs would relate to forecasts of future earnings and cash flows used in a discounted future cash flows method.

The recorded amounts of financial instruments, including cash equivalents, accounts receivable, prepaid expenses and deposits, deferred revenue, loans from related parties and long-term debt approximate their market values as of June 30, 2011 and December 31, 2010.

NOTE 5 – FIXED ASSETS, NET

		June 30, 2011	December 31, 2010
Office equipment and furniture	$	6,241	6,241
Less: Accumulated depreciation		(2,561)	(1,937)
	$	3,680	4,304

As of period end June 30, 2011 and year end December 31, 2010, depreciation expense is $624 and $1,739.

NOTE 6 – CAPITAL STOCK

As of June 30, 2011 and December 31, 2010, Common Stock, $0.001 per share: 16,000,000 shares authorized. 16,000,000 shares issued and outstanding. No preferred shares have been authorized or issued.

As of June 30, 2011 and December 31, 2010, the Company has not granted any stock options and has not recorded any stock-based compensation.

Transactions, other than employees' stock issuance, are in accordance with ASC 505. Thus issuances shall be accounted for based on the fair value of the consideration received. Transactions with employees' stock issuance are in accordance with ASC 718. These issuances shall be accounted for based on the fair value of the consideration received or the fair value of the equity instruments issued, or whichever is more readily determinable

On July 8, 2009 the Company issued 9,000,000 common shares at $0.001 per share for cash and on August 14, 2010 the Company issued 7,000,000 common shares at $0.001 per share in-kind for consulting service.

October 10, 2011, the Company increased its authorized common shares to 50,000,000.

October 11, 2011, the Company issued 21,000,000 common shares to management and employees of the Company for total cash of $21,000. (See Note 12)

NOTE 7 – RELATED PARTIES TRANSACTION

Loan Payables

As of June 30, 2011 and December 31, 2010, the Company has received the advance from Jorge Andrade, President, and Neil Muller, director as loans from related parties. The loans are payable on demand and without interest.

		June 30, 2011		December 31, 2010
Jorge Andrade	$	124,820	$	53,784
Neil Muller		91,424		23,282
	$	216,244	$	77,066

NOTE 7 – RELATED PARTIES TRANSACTIONS

Consulting services

August 14, 2010 the Company issued 7,000,000 common shares at $0.001 per share in kind for consulting services. The shares were issued to shareholders of Fresh Start Private Inc., including 1,280,000 to Jorge Andrade, President, and his family. Additionally, the Company paid directly or indirectly to directors of the Company for management consulting services as follows:

Consulting agreement with Terranautical Global Investments ("TGI"). TGI is a company controlled by Jorge Andrade that provides consulting services to the Company. There is no formal agreement between the parties and is on a month to month basis. The remuneration ranges between $5,000 and $10,000 per month depending on the services provided. As of June 30, 2011 and December 31, 2010, TGI was paid $29,500 and $6,000 as consulting fees. As of June 30, 2011, there was an unpaid balance of $10,000.

Consulting agreement with Premier Aftercare Recovery Service, ("PARS"). PARS is a Company controlled by Neil Muller that provides consulting services to the Company. There is no formal agreement between the parties and the amount of remuneration depends on the services provided and ranges between $5,000 and $10,000 per month. As at June 30, $40,230 in consulting fees and $5,809 in reimbursement of expenses and $6,090 and for December 31, 2010, was paid as consulting fees. As of June 30, 2011, there was an unpaid balance of $10,000.

West Coast Health Consulting, Inc. is a company controlled by Neil Muller that previously provided consulting services to the Company. As of June 30, 2011 and December 31, 2010, $4,000 and nil were paid in consulting fees.

Jorge Andrade was paid a consulting fee of $2,500 for the period ended June 30, 2011.

NOTE 8 - LONG-TERM NOTES PAYABLE-RELATED PARTIES

On August 5, 2010, the Company issued an $88,000 promissory note to Fresh Start Private Management, Inc., which has the same Chief Executive Officer and President as the Company. Further, the Company has signed an Asset Purchase Agreement with Fresh Start Private Management, Inc. (see Note 10). The promissory note is payable, with interest at 3% and due on August 5, 2012. As of June 30, 2011, the Company accrued interest amounting to $2,380.

NOTE 9 – INCOME TAXES

We did not provide any current or deferred U.S. federal income tax provision or benefit for any of the periods presented because we have experienced operating losses since inception. Accounting for Uncertainty in Income Taxes when it is more likely than not that a tax asset cannot be realized through future income the Company must allow for this future tax benefit. We provided a full valuation allowance on the net deferred tax asset, consisting of net operating loss carry forwards, because management has determined that it is more likely than not that we will not earn income sufficient to realize the deferred tax assets during the carry forward period.

The components of the Company's deferred tax asset and reconciliation of income taxes computed at the statutory rate to the income tax amount recorded as of June 30, 2011 and December 31, 2010 are as follows:

	June 30, 2011	December 31, 2010
Net loss	(223,065)	-
Loss carry forward	(188,714)	(188,714)
	(411,779)	(188,714)
Effective tax rate	35%	35%
Deferred tax asset	144,123	66,050
Less: valuation allowance	(144,123)	(66,050)
Net deferred tax asset	-	-

The net federal operating loss carry forward will expire between 2027 and 2028. This carry forward may be limited upon the consummation of a business combination under IRC Section 381.

NOTE 10 – AGREEMENTS

On November 22, 2010 the Company signed an Asset Purchase Agreement and Intellectual Property License with Fresh Start Management, Inc to take over the assets of the Company, subject to these accounts being presented. The purchase price is 16,000,000 restricted shares of Fresh Start Management, Inc.

On February 1, 2011, the Company entered into an agreement with a national advertising company to provide advertising services. The value of these services is based on the geographic area of the advertising campaign, the demographics of the area and the frequency of the advertising elements undertaken in the prior month. The term of the agreement is for one year.

On January 15, 2011 the Company's target public company, Fresh Start Private Management Inc. entered into an agreement with an international investor relations firm to provide investor relation services. The term of the agreement was for one year. The remuneration for their services was for $10,000 per month until July 2011 and $20,000 per month thereafter. The Company agreed to cover the cost of these services. As of August 2011, this agreement has been cancelled.

On June 1, 2011 the Company entered into a services agreement with Start Fresh Alcohol Recovery Clinic Inc. This clinic agrees to provide the implant procedures for the Company in return for a fee. In return, the Company agrees to provide all management and accounting services for the clinic. The agreement is effective until canceled by the Company.

NOTE 11 – COMMITMENTS AND CONTINGENCIES

The Company occupies their current corporate office location under an operating lease. The lease commenced August 1, 2009 and renewed on January 1, 2011, and is for a two year term, renewable. Net rent expense was $20,301 and $15,917 for the six months ended June 30, 2011 and year ended December 31 2010. The monthly rent expense is $3,312. The future minimum lease payments are $18,288.
At June 30, 2011, future minimum payments under the operating lease (net of sublease income) are as follows:

Fiscal Year	Amount
2011	$19,872
2012	39,744
	59,616

NOTE 12 - SUBSEQUENT EVENTS

The Company has evaluated subsequent events from the balance sheet date through September 15, 2011, the date the financial statements were available to be issued, and has determined that there are no other events to disclose other than the following:

October 10, 2011 the Company amended its articles to increase the number of authorized common shares to 50,000,000.

October 11, 2011, the Company issued 21,000,000 common shares at $0.001 per share to management and employees of the Company for cash consideration of $21,000.

August 1, 2011, Start Fresh Alcohol Recovery Clinic Inc. (the “Clinic”) entered into an agreement with a factoring company to provide a debt facility secured against the approved insurance clients of the Company. The agreement is for one year, for a maximum facility of $500,000. The facility bears a Funding fee equal to the greater of (i) the prime rate of interest plus 6.5% multiplied by the outstanding facility position, calculated monthly and (ii) $4,500 and a Collateral Management Fee equal to 1% of the factored accounts receivable. If both fees are less than $6,000 per month, then the combined fee is $6,000. Up to October 31, 2011, the aforementioned fees are capped at 50% of the greater amount. Additionally the Company is responsible for monthly maintenance fees of $350 per month and an origination fee of 3% of the facility cap or $15,000. The Company is guarantor for this facility. The security for the facility has been provided by way of a security interest against the receivables of the Clinic, a general security assignment over all of the assets of the Clinic and the Company and personal guarantees of two of the Company’s directors. As of September 15, 2011, the Clinic had drawn $135,000 of the facility.

FRESH START PRIVATE MANAGEMENT, INC.
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED
BALANCE SHEET
JUNE 30, 2011

	Fresh Start Private Management, Inc. 2011	Fresh Start Private, Inc. 2011	Adjustments DR	Adjustments CR	Note 4	Consolidated
ASSETS						
Current assets:						
Cash	$ 1,116	$ 8,060				$ 9,176
Accounts receivable	-	353,444				353,444
Deferred Cost	-	38,982				38,982
Total current assets	1,116	400,486				401,602
Note and interest receivable	90,380			90,380	a	-
Fixed assets, net						
Other assets	-	3,680				3,680
License	3,970,575					3,970,575
Deposit	-	2,278				2,278
Total other assets						3,972,853
Total assets	$ 4,062,071	$ 406,444				$ 4,378,135
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)						
Current liabilities:						
Accounts payable	19,381	344,970				364,351
Advance receivable from customer		17,000				17,000
Deferred revenue	-	133,629				133,629
Note payable - related party	16,313					16,313
Loans payable from related parties	-	216,244				216,244
Total current liabilities	35,694	711,843				747,537
Long-term liabilities						
Notes payable-related party	-	90,380	90,380		a	-
Total Liabilities	35,694	802,223				747,537
Stockholders' Equity (Deficit):						
Common stock subscribed	4,070,575	-				4,070,575
Common stock, $0.001 par value; 16,000,000 shares authorized,; 16,000,000 issued and outstanding		16,000	16,000		b	-
Common stock, $0.001 par value; 200,000,000 shares authorized,; 75,430,000 issued and outstanding	75,430			16,000	b	91,430
Additional paid-in capital	18,000	-	137,628		b	(119,628)
Accumulated deficit	(137,628)	(411,779)		137,628	b	(411,779)
Total stockholders' equity (deficit)	4,026,377	(395,779)				3,630,598
Total liabilities and stockholders' equity (deficit)	$ 4,062,071	$ 406,444				$ 4,378,135

FRESH START PRIVATE MANAGEMENT, INC.

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED
STATEMENT OF OPERATIONS
FOR THE SIX MONTHS ENDED JUNE 30, 2011

	Fresh Start Private Management, Inc. 2011	Fresh Start Private, Inc. 2011	Adjustments DR	Adjustments CR	Note 4	Consolidated
Revenue	**$ -**	334,080				$ 334,080
Cost of revenue	**-**	166,071				166,071
Gross profit	**-**	168,009				168,009
Costs and Expenses:						
Consulting fees	10,000	141,570		10,000	b	141,570
Office and general	688	210,900		688	b	210,900
Professional fees	6,688	37,294		6,688	b	37,294
Total costs and expenses	17,376	389,764				389,764
Operating income (loss)	(17,376)	(221,755)				(221,755)
Other Income (loss)						
Interest (expense)		(1,310)		1,310	a	-
Interest income	1,310		1,310		a	-
Net loss	$ (16,066)	$ (223,065)				$ (221,755)
Net earnings (loss) per share:						
Basic and diluted	$ (0.01)	$ (0.01)				$ (0.00)
Weighted average common shares outstanding, basic and diluted	75,430,000	16,000,000				75,430,000

FRESH START PRIVATE MANAGEMENT, INC
NOTES TO THE UNAUDITED PRO FORMA CONDENSED CONSOLIDATED
FINANCIAL STATEMENTS
FOR THE SIX MONTHS ENDED JUNE 30, 2011

1. Basis of Presentation

Pursuant to a common stock share exchange agreement dated October 31, 2011 between Fresh Start Private Management, Inc (the "Company") and Fresh Start Private, Inc. ("Fresh Start"); the Fresh Start shareholders agree to exchange all of their common stock in Fresh Start for 31.3% of the total restricted outstanding and issued shares of the Company.

Since not all information required for annual financial statements is included herein; the following unaudited pro forma condensed consolidated financial statements presented below should be read in conjunction with the Company's Form 8K for the six months ended June 30, 2011 and the Fresh Start Private, Inc's financial statements for the period ended June 30, 2011. These statements have been prepared in accordance with accounting principles generally accepted in the United States and are expressed in U.S. dollars.

The following unaudited pro forma condensed consolidated financial statements as of June 30, 2011 are presented as if the merger occurred on January 1, 2011.

The unaudited pro forma condensed consolidated financial statements are presented for informational purposes only and are not necessarily indicative of what our financial position and results of operations actually would have been for the periods presented, nor do such financial statements purport to represent the results of future periods. The pro forma adjustments are based upon available information.

Based on a review of the accounting policies of Fresh Start, it is the Company management's opinion that there are no material accounting differences between the accounting policies of Fresh Start Private, Inc. and Fresh Start Private Management, Inc.

It is management's opinion that these pro forma financial statements include all adjustments necessary for the fair presentation, in all material respects, of the proposed transaction described above in accordance with US GAAP applied on a basis consistent with the Company's accounting policies. No potential costs savings, non-recurring charges, or credits are anticipated by the Company's management subsequent to completion of the transactions.

2. Business Acquisition

The share exchange agreement as described above is intended to qualify as a tax-free exchange pursuant to Section 351 and 368(a)(1)(B) of the Internal Revenue Code of 1986, as amended.

3. Pro Forma Assumptions

The unaudited pro forma consolidated financial statements incorporate the following pro forma assumptions:

a) All of the Fresh Start Private Inc's. common shareholders agree to exchange all of their common stock in Fresh Start Private Management Inc., equal to 100% of the issued and outstanding shares, for 37,000,000 of the Company's restricted common shares representing 31.3% of the total number of issued and outstanding shares of the Company as of October 31, 2011
b.) The exchange agreement will be accounted for as a reverse merger and a tax-free reorganization.

4. Unaudited Pro Forma Adjustments
a.) To record the Notes payable issued by Fresh Start Private Inc. to the Company and related accrued interest and interest (expense) and income
b.) These adjustments reflect the recapitalization as a result of the transactions related to the share exchange

5. Pro Forma Share Capital

Pro forma share capital at reverse merged date has been determined as follows:

Issued common shares of:	Number of shares	Par Value	Additional Paid-in capital	Amount
Fresh Start Private Management, Inc.	118,141,938	118,142	18,000	130,430
Fresh Start Private, Inc.	0	0	0	0
Pro-forma balance	118,141,938	118,142	18,000	130,430