

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): September 27, 2010

**Fresh Start Private Management Inc.**

(Exact name of registrant as specified in its charter)

**Nevada**

(State or other jurisdiction of incorporation)

**333-153381**

(Commission File Number)

**26-3550286**

(IRS Employer Identification No.)

**11010 EAST BOUNDARY ROAD**  
**ELK WA 99009**

(Address of principal executive offices)(Zip Code)

**(509) 714-5236**

Registrant's telephone number, including area code

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))

**Item 8.01 Other Events**

On October 8, 2010, Fresh Start Private Management, (CEYY) Inc a Nevada Corporation and Fresh Start Private Inc. (FSP) a Nevada Corporation entered into a binding letter of intent. The Agreement outlines that the Companies will attempt to sign a definitive agreement by November 31, 2010. FSP owns certain know how and intellectual property dealing with the treatment of alcoholism and operates a medical clinic in Orange County California. Terms of the transaction provide for payment by CEYY of 16,000,000 shares of CEYY common stock for all the outstanding shares of FSP. CEYY will pay a Royalty of 7.5% of gross sales and provide an option to FSP shareholders to purchase up to 10% of any annual stock option plan should the Company choose to invoke one. It is also anticipated that Dr. Jorge Andrade a principle of FSP will become president of CEYY. Due diligence by CEYY board member must still be completed along with audit financial statements from FSP before the transaction can be finalized.

**Item 9.01 Financial Statements and Exhibits.**

No.	Description
10.1	Letter of Intent between CEYY and FSP

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. (Registrant)

Date: October 13, 2010

By: /s/Michael Cetrone  
Name: Michael Cetrone  
Title: President and Chief Executive Officer



October 8, 2010

FRESH START PRIVATE INC.

**Re: Letter of Intent: BETWEEN FRESH START PRIVATE MANAGEMENT INC. AND FRESH START PRIVATE INC.**

Dear MR. JORGE ANDRADE, PRESIDENT

This binding letter of intent (the "Letter of Intent") sets forth the understanding of the mutual intentions of the below parties regarding the proposed transaction between on the one hand, Fresh Start Private Management Inc., a Nevada corporation, ("CEYY") and, on the other hand, Fresh Start Private Inc. a Nevada corporation ("FSP"). CEYY and FSP may be referred to hereinafter individually as a "Party" and collectively as the "Parties".

Each Party understands and acknowledges that this is a binding Letter of Intent and therefore creates a legally binding contract, which will be subject to the Definitive Agreements (as defined below). All Parties agree to make all best and expeditious efforts to complete the Definitive Agreements on or before November 30, 2010 (the "Closing Date"). In the event the Definitive Agreements are not completed both parties will extend the "Closing Date" until all documents are completed.

1. Transaction Architecture. FSP currently owns or will own at closing, certain rights, interests, and intellectual property related to the treatment of alcoholism. Following the execution of the Definitive Agreements and delivery of the compensation pursuant to Section 2(i) and (ii) below, CEYY will acquire 100% ownership of the FSP such that upon Final Closing (as defined below), CEYY will own all intellectual property owned by FSP and its principals as of such date (the "Transaction"). The Transaction may be structured as a share for share exchange.

2 . Consideration. In consideration of the transfer of FSP in the Transaction, CEYY will deliver the following compensation to FSP shareholders:

- (i) Upon execution of the Definitive Agreements, an initial issuance of SIXTEEN Million (16,000,000) shares of PMAH's restricted common stock in exchange for all the issued and outstanding stock of FSP.
- (ii) A royalty Payment of 7.5% of gross revenues to SeaSide Ltd.
- (ii) An Option to Purchase up to 10% of any annual stock option plan the Company may invoke.

3 . Definitive Agreements. After receipt of this fully executed Letter of Intent, the Parties will commence preparation of definitive agreements which will effect the Transaction and arrangements contemplated herein (the "Definitive Agreements"). The Definitive Agreements will contain the provisions outlined above, in addition to the usual and customary representations, warranties and covenants assuring marketable title to the FSP Assets by CEYY, conditions, and indemnifications for transaction of this kind, including, without limitations: environmental, tax and securities filings, and corporate filings, and the accuracies of all of the same. All actions taken pursuant to this Letter of Intent and the Transaction shall be taken pursuant to valid Board of Directors resolutions of each individual Party.

4 . Employment Agreement Terms. CEYY will offer FSP or its principles a position with the post Transaction CEYY. It is anticipated that Jorge Andrade will become President post acquisition.

5 . Due Diligence. For the period following the execution of this Letter of Intent through the execution of the Transaction Documents, the Parties shall comply with reasonable requests to review relevant information concerning themselves and business entities they are affiliated with, insofar as such requests are reasonably related to the completion of the Transaction and the execution of the going-forward plan of operating the post-Transaction business. Upon the execution of this Letter of Intent by all Parties, the Parties shall immediately mutually exchange the following:

- All Financial Statements, if any;
- History of financings and related documents;
- Certificate of Incorporation (with any amendments thereto);
- All board minutes;
- Bylaws (with any amendments thereto);
- Current shareholder list; and
- All agreements and documentation pertaining to any intellectual property rights.

6 . Transaction Document Expenses. Each Party shall be individually responsible for all fees and expenses of such Parties agents, advisors, attorneys and accountants with respect to the negotiation of this Letter of Intent, the negotiation and drafting of the Definitive Agreements and, if Definitive Agreements are executed, the closing of the Transaction.

7 . Termination Fee/No Shop. Until January 1, 2011, neither FSP nor any of their subsidiaries or principals may enter into any transaction or agreement to enter into a transaction for the sale of the FSP Assets or otherwise encumber or enter into an agreement that would encumber any of the foregoing or enter into any agreement outside of the ordinary course of business or that would otherwise hinder CEYYs rights or intentions under this Letter of Intent nor frustrate the intent of the Parties herein.

8. Governing Law. This Letter of Intent shall be governed and construed in accordance with the laws of the State of Nevada, with any claims brought against either Party to be brought in the Nevada state courts.

9. Attorneys' Fees. If any legal action or any other proceeding is brought for the enforcement of this Letter of Intent or as a result of this Letter of Intent, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and other costs incurred in connection with said action or proceeding and any appeal.

10. Contacts.

Fresh Start Private Management Inc.  
11010 East Boundry Road  
Nevada  
Ph 509 714 5238

Fresh Start Private Inc.  
3700 S Plaza Drive  
Santa Ana CA 92704  
Ph 714 656 7750

11. Confidentiality. This Letter of Intent and the transactions contemplated hereunder are confidential and proprietary to the Parties. As such, the Parties hereby represent, each to the other, that it shall not disclose this Letter of Intent nor the transactions contemplated hereunder to any third parties without the prior written consent of the other Party. This provision shall be of no further force or effect in the event the Parties fail to consummate the Transaction by the Termination Date.

**Agreed and accepted by:**

**FRESH START PRIVATE MANAGEMENT INC.**

**FRESH START PRIVATE INC.**

\_\_\_\_\_  
By: Michael Cetrone  
Its: Chief Executive Officer

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By: Jorge Andrade  
Its: President

