

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

**February 4, 2014**

Date of Report (Date of earliest event reported)

**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)

**26-1972677**

(IRS Employer  
Identification No.)

**601 N. Parkcenter Drive  
Suite 103**

**Santa Ana, California**

(Address of principal executive offices)

**92705**

(Zip Code)

**(714) 462-4880**

Registrant's telephone number, including area code

**N/A**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- 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))
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## **SECTION 1. REGISTRANT'S BUSINESS AND OPERATIONS**

### **ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT**

#### **Binding Letter of Intent**

On January 27, 2014, Fresh Start Private Management Inc., a Nevada corporation (the "Company"), executed a binding letter of intent (the "Original Letter of Intent") with Fresh Start NoCal, LLC, a California limited liability company ("NoCal"), with such Original Letter of Intent approved and ratified by the Company's Board of Directors and filed as an exhibit to Form 8-K on January 28, 2014 (SEC Accession No. 0001477932-000407). On February 4, 2014, the Company and NoCal entered into an amended and restated binding letter of intent (the "Letter of Intent"), which supersedes the Original Letter of Intent. The Letter of Intent is substantially similar to the Original Letter of Intent, except that it includes the State of North Carolina as an additional territory subject to the terms thereof. The Letter of Intent was approved and ratified by the Company's Board of Directors.

This Item 1.01 is qualified in its entirety by the provisions of the Letter of Intent, filed herewith as Exhibit 99.1, and incorporated herein by reference.

## **SECTION 9 – FINANCIAL STATEMENTS AND EXHIBITS**

### **ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS**

#### **(d) Exhibits.**

Exhibit 99.1	Letter of Intent dated February 4, 2014
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**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: February 4, 2014

By: /s/ Kent Emry

Name: Kent Emry

Title: Chief Executive Officer



February 4, 2014

Mr. Brad Gann, Managing Member  
Mr. Dan Markel, Managing Member  
Fresh Start NoCal, LLC

**AMENDED AND RESTATED  
BINDING LETTER OF INTENT**

Dear Messrs. Gann and Markel:

Incorporating the terms and conditions of the Letter of Intent, effective as of January 27, 2014, made by and between Fresh Start Private Management Inc. ("Fresh Start") and Fresh Start NoCal, LLC ("Fresh Start NoCal"), the Letter of Intent is amended and restated, effective February 4, 2014, in its entirety to include additional territory and determination date for proposed up-front license fee as set forth herein.

This Letter of Intent is for the purpose of securing a binding understanding between Fresh Start and Fresh Start NoCal and to serve as a basis for negotiating a further written agreement ("Agreement") that will contain additional material terms, conditions and provisions not yet negotiated or agreed upon by the parties for a license and distribution agreement in Washington DC, Maryland, Virginia, North Carolina, and West Virginia (the "Territory"). The terms and conditions of the Agreement shall be as follows:

- 1. TERMS AND CONDITIONS.** Fresh Start NoCal desires to obtain the right to use and distribute certain therapeutic programs and products; where Fresh Start owns or has the rights to certain therapeutic programs and products. Fresh Start desires to grant to Fresh Start NoCal the right to use and distribute certain therapeutic programs and products, and Fresh Start seeks to secure significant distribution efforts from Fresh Start NoCal in the Territory. In consideration for the rights granted to Fresh Start NoCal and other obligations imposed upon Fresh Start, Fresh Start NoCal shall pay a one-time, up-front license fee in the amount to be determined by March 15, 2014, plus an upfront flat fee per program ordered to be determined. The program consists of the implant access and life coaching program (Implant shall mean the most current implant rights granted to Fresh Start Private and owned by Trinity Rx Solutions, Inc.).
- 2. FRESH START PRIVATE MANAGEMENT INC.** Based in Orange County California, Fresh Start Private has created a uniquely comprehensive alcohol treatment program that incorporates all of the essential elements for successful alcohol addiction recovery. Fresh Start Private is designed to treat and to heal both the mind and the body. Our alcohol rehabilitation program is a two-part program that includes: (i) the insertion of a Naltrexone Implant, by licensed medical physician, that is believed to reduce physical cravings of alcohol; and (ii) life coaching that focuses on the mental addiction of alcoholism.

*Naltrexone Implant:* Our unique program has reduced physical cravings for numerous patients suffering from alcoholism. The medical implantation procedure is believed to reduce cravings for alcohol for several months and up to 12 months in some patients, during which time we focus on addressing the mental dependence on alcohol. The implant device is a Naltrexone pellet that is the size of a marble and inserted via an outpatient surgical procedure into the lower abdomen of the patient. The Naltrexone pellet will be absorbed by the body up to a 12 month period and will automatically dissolve and not need to be removed.

3. Notwithstanding the ability of Fresh Start NoCal to distribute and sell the alcohol treatment products and enter into associated contracts with doctors or alcohol rehabilitation clinics within its Territory, Fresh Start NoCal shall not enter into any further material agreements with respect to any alcohol treatment programs without the prior written consent of Fresh Start Private within the duration of the LOI. The parties agree that the remedy of any party at law for an actual or threatened breach of this LOI or definitive agreement, if any, would be inadequate and that in the event of such actual or threatened breach, in addition to any other remedy available to it, such party shall be entitled to specific performance hereof, injunctive relief, or both, or other appropriate judicial remedy, writ or order.
4. The signatures of the parties on this document indicate that the general framework of the relationship has been accepted and that they are prepared to proceed with the transaction and enter a more detailed definitive agreement based on the terms and conditions of this LOI. The terms and provisions of this LOI shall remain in full force and effect until either: (i) it is terminated by a party hereto; or (ii) until a definitive distribution agreement is consummated, whichever is earliest. Both parties understand and agree that a definitive agreement shall contain such further and other provisions as is necessary in each of their respective opinions and as they shall mutually agree upon.
5. **EFFECT; ENFORCEABILITY. THIS LETTER OF INTENT DOES NOT CONSTITUTE AN OFFER TO PURCHASE OR LICENSE, OR AN AGREEMENT PURCHASE OR LICENSE, AND NO SUCH AGREEMENT SHALL BE DEEMED TO EXIST. THIS LETTER OF INTENT IS NOT INTENDED AS, AND DOES NOT CONSTITUTE, A BINDING AGREEMENT BY EITHER PARTY OR AN AGREEMENT BY EITHER PARTY TO ENTER INTO A BINDING AGREEMENT, BUT IS MERELY INTENDED TO SPECIFY SOME OF THE PROPOSED TERMS AND CONDITIONS OF THE PROPOSED AGREEMENT CONTEMPLATED HEREIN. NEITHER PARTY MAY CLAIM ANY LEGAL RIGHTS AGAINST THE OTHER BY REASON OF THE SIGNING OF THIS LETTER OF INTENT, THE TAKING OF ANY ACTION IN RELIANCE THEREON, OR THE FAILURE OF EITHER PARTY TO NEGOTIATE OR TO NEGOTIATE IN GOOD FAITH REGARDING THE SUBJECT MATTER OF THIS LETTER OF INTENT. EITHER PARTY MAY TERMINATE THIS LETTER OF INTENT UPON WRITTEN NOTICE TO THE OTHER PARTY. NEITHER PARTY HERETO SHALL HAVE ANY LEGAL OR FINANCIAL OBLIGATIONS TO THE OTHER WITH RESPECT TO THE PROPOSED TRANSACTIONS CONTEMPLATED HEREIN UNLESS AND UNTIL ALL THE TERMS AND CONDITIONS OF THE PROPOSED TRANSACTIONS HAVE BEEN NEGOTIATED AND AGREED TO BY THE PARTIES HERETO AND SET FORTH IN A BINDING AGREEMENT WHICH HAS BEEN PROPERLY APPROVED, AUTHORIZED AND EXECUTED BY PARTIES IN ACCORDANCE WITH ALL NECESSARY CORPORATE OR OTHER ACTION.**

*[Signature Pages Follow]*

Very truly yours,

FRESH START PRIVATE MANAGEMENT, INC.

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DIRECTOR DATE

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DIRECTOR DATE

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DIRECTOR DATE

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DIRECTOR DATE

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DIRECTOR DATE

Approved:

Fresh Start NoCal, LLC

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By:

Dan Markel, Managing Member

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By:

Brad Gann, Managing Member