

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-Q

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended **July 31, 2010**

or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____

Commission File Number: **000-51390**

Fresh Harvest Products, Inc.

(Exact name of registrant as specified in its charter)

New Jersey
(State or other jurisdiction of incorporation or organization)

33-1130446
(I.R.S. Employer Identification No.)

280 Madison Avenue, Suite 1005, New York, NY
(Address of principal executive offices)

10016
(Zip Code)

(917) 652-8030
(Registrant's telephone number, including area code)

N/A
(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☐ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐
Non-accelerated filer ☐

(Do not check if a smaller reporting company)

Accelerated filer ☐
Smaller reporting company ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of September 17, 2010, the registrant had 200,000,000 shares of common stock outstanding.

FORWARD LOOKING STATEMENTS.

Unless stated otherwise or the context otherwise requires, the words “we,” “us,” “our,” the “Company” or “Fresh Harvest” in this Quarterly Report on Form 10-Q collectively refers to Fresh Harvest Products, Inc., a New Jersey corporation (the “Parent Company”), and its subsidiaries. The information in this Quarterly Report on Form 10-Q contains “forward-looking statements” relating to the Company, within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), which are subject to the “safe harbor” created by those sections. These “forward looking statements” represent the Company’s current expectations or beliefs including, but not limited to, statements concerning the Company’s operations, performance, financial condition and growth. For this purpose, any statements contained in this Form 10-Q that are not statements of historical fact are forward-looking statements. Without limiting the generality of the foregoing, words such as “anticipates,” “believes,” “estimates,” “expects,” “intends,” “may,” “plans,” “projects,” “will,” “would” or the negative or other comparable terminology are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. These statements by their nature involve substantial risks and uncertainties, such as the affect of general economic and business conditions, our ability to implement our business and acquisition strategy, our ability to effectively integrate our acquisitions, competition, availability of key personnel, changes in, or the failure to comply with government regulations, and other risks detailed from time-to-time in the Company’s reports filed with the Securities and Exchange Commission, including the Company’s Annual Report on Form 10-K for the fiscal year ended October 31, 2009, certain of which are beyond the Company’s control. Should one or more of these risks or uncertainties materialize or should the underlying assumptions prove incorrect, actual outcomes and results could differ materially from those indicated in the forward-looking statements.

Any forward-looking statement speaks only as of the date on which such statement is made, and the Company undertakes no obligation to update any forward-looking statement or statements to reflect events or circumstances after the date on which such statement is made or to reflect the occurrence of unanticipated events. New factors emerge from time to time and it is not possible for management to predict all of such factors, nor can it assess the impact of each such factor on the business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements.

FRESH HARVEST PRODUCTS, INC.
FORM 10-Q

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EXPLANATORY NOTE

These unaudited consolidated interim financial statements as of July 31, 2010 and for the nine months ended July 31, 2010 and 2009 include an adjustment of an increase of \$140,461 to the accumulated deficit and the related common stock and additional paid in capital accounts as of November 1, 2007 for the effect of the restatement of the issuance of the 14,046,109 shares of common stock issued in February 2006.

This restatement does not affect the reported net loss for the nine months ended July 31, 2010 and 2009.

PART I

Item 1. FINANCIAL STATEMENTS

FRESH HARVEST PRODUCTS, INC. AND SUBSIDIARIES Consolidated Balance Sheets

| | July 31, 2010 <i>(Unaudited)</i> | October 31, 2009 <i>(Audited)</i> |
|---|-------------------------------------|---|
| <u>ASSETS</u> | | |
| <u>Current assets</u> | | |
| Cash | \$ 25,525 | \$ - |
| Accounts receivable, net | 157,412 | 8,759 |
| Prepaid expenses | 22,750 | - |
| Inventory | 163,728 | 43,358 |
| Total current assets | <u>369,415</u> | <u>52,117</u> |
| <u>Fixed assets</u> | | |
| Equipment, net | 38,163 | 35,610 |
| Total assets | <u>\$ 407,578</u> | <u>\$ 87,727</u> |
| <u>LIABILITIES AND DEFICIENCY IN ASSETS</u> | | |
| <u>Current liabilities</u> | | |
| Book overdraft | \$ - | \$ 83 |
| Accounts payable, trade | 86,966 | 103,914 |
| Accrued expenses | 669,892 | 447,077 |
| Loans payable, related parties | 90,739 | 720,771 |
| Loans payable, current portion | 969,867 | 381,936 |
| Accrued wages and related taxes payable | 550,773 | 563,359 |
| Total current liabilities | <u>2,368,237</u> | <u>2,217,140</u> |
| Total Liabilities | <u>2,368,237</u> | <u>2,217,140</u> |
| Commitments and Contingencies | - | - |
| <u>Deficiency in assets</u> | | |
| Common stock - \$0.0001 par value, 200,000,000 shares, authorized; 200,000,000 and 82,137,182 issued and outstanding | 20,000 | 8,215 |
| Additional paid in capital | 3,389,301 | 2,452,570 |
| Accumulated deficit | <u>(5,369,960)</u> | <u>(4,590,197)</u> |
| Total deficiency in assets | <u>(1,960,659)</u> | <u>(2,129,413)</u> |
| Total liabilities and deficiency in assets | <u>\$ 407,578</u> | <u>\$ 87,727</u> |

The financial information presented herein has been prepared by management
without audit by independent certified public accountants

See accompanying notes to financial statements

FRESH HARVEST PRODUCTS, INC. AND SUBSIDIARIES
Consolidated Statements of Operations

| | For the three months ended July 31, 2010 | For the three months ended July 31, 2009 | For the nine months ended July 31, 2010 | For the nine months ended July 31, 2009 |
|--|--|--|---|---|
| Revenue, net | \$ 282,427 | \$ 19,108 | \$ 463,085 | \$ 67,267 |
| Cost of goods sold | 209,961 | 13,555 | 377,787 | 48,848 |
| Gross profit | 72,466 | 5,554 | 85,298 | 18,420 |
| <u>Operating expenses</u> | | | | |
| Salaries and wages | 75,936 | - | 148,692 | 165,000 |
| Sales and marketing expenses | 114,669 | 60,879 | 188,747 | 186,914 |
| Legal and professional fees | 141,803 | 36,004 | 211,148 | 111,387 |
| General & administrative | 53,422 | 10,112 | 210,767 | 76,005 |
| Total operating expenses | 385,830 | 106,995 | 759,354 | 539,306 |
| Income (loss) from operations | (313,364) | (101,441) | (674,056) | (520,886) |
| <u>Other income (expenses)</u> | | | | |
| Interest | (33,413) | (22,229) | (96,534) | (42,708) |
| Depreciation expense | (3,003) | (2,853) | (9,173) | (8,042) |
| Total other income (expenses) | (36,416) | (25,082) | (105,707) | (50,750) |
| Income (loss) before provision for income taxes | (349,780) | (126,523) | (779,763) | (571,636) |
| Provision for income taxes | - | - | - | - |
| Net (loss) income | \$ (349,780) | \$ (126,523) | \$ (779,763) | \$ (571,636) |
| Basic and diluted earnings (loss) per common share per common share | \$ Nil | \$ Nil | \$ Nil | \$ Nil |
| Weighted average common shares outstanding (basic and diluted) | 200,000,000 | 72,941,656 | 160,079,843 | 55,470,172 |

Nil < (\$.01)

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See accompanying notes to financial statements

FRESH HARVEST PRODUCTS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS

| | Nine months ended July 31, 2010 <i>(Unaudited)</i> | Nine months ended July 31, 2009 <i>(Unaudited)</i> |
|---|---|---|
| <u>Cash flows from operating activities</u> | | |
| Net income (loss) | \$ (779,763) | \$ (571,636) |
| Adjustments to reconcile net loss to provided by (used in) operating activities: | | |
| Stock issued for services | 180,956 | 202,502 |
| Stock issued for conversion of debt | 720,444 | 65,100 |
| Stock issued for acquisition of assets | - | 51,075 |
| Depreciation and amortization | (9,173) | 8,042 |
| Merger costs | - | 4,000 |
| (Increase) decrease in assets: | | |
| Accounts receivable | (148,653) | 39,090 |
| Prepaid expenses | (22,750) | |
| Inventory | (120,370) | (5,566) |
| Increase (decrease) in liabilities: | | |
| Accounts payable | (16,948) | (3,712) |
| Accrued expenses payable | 222,815 | 106,679 |
| Payroll and related taxes payable | (12,586) | 153,249 |
| Cash flows provided by operating activities | <u>13,973</u> | <u>48,823</u> |
| <u>Cash flows from investing activities</u> | | |
| Purchase of fixed assets | <u>(8,330)</u> | <u>(14,940)</u> |
| Cash flows (used in) investing activities | <u>(8,330)</u> | <u>(14,940)</u> |
| <u>Cash flows from financing activities</u> | | |
| Repayment of loans payable | (2,000) | (62,214) |
| Advances from related parties, net | 5,106 | 18,433 |
| Proceeds from loans payable, net of conversions | <u>16,859</u> | <u>6,521</u> |
| Cash flows provided by (used in) financing activities | <u>19,965</u> | <u>(37,260)</u> |
| Net increase (decrease) in cash | 25,608 | (3,377) |
| Cash, beginning of period | <u>(83)</u> | <u>3,418</u> |
| Cash, end of period | <u>\$ 25,525</u> | <u>\$ 41</u> |
| Supplemental disclosure of cash flow information: | | |
| Taxes paid | - | - |
| Interest paid | <u>\$ -</u> | <u>\$ -</u> |

The financial information presented herein has been prepared by management
without audit by independent certified public accountants

See accompanying notes to financial statements

FRESH HARVEST PRODUCTS, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONSOLIDATED
INTERIM FINANCIAL STATEMENTS
July 31, 2010

NOTE 1. GENERAL ORGANIZATION AND BUSINESS

Fresh Harvest Products, Inc., a New Jersey corporation (the “Parent Company”), and its subsidiaries (collectively referred to as “we”, “us”, “our”, the “Company” or “Fresh Harvest”), are engaged in the proprietary development, sales and marketing of organic and natural food and beverage products.

On December 16, 2005, the Parent Company entered into an Agreement and Plan of Acquisition and Merger (the “Merger Agreement”) with Fresh Harvest Products, Inc., a New York corporation (“New York FHP”), Michael Friedman, Marcia Roberts and Illuminate, Inc. The Merger Agreement contemplates the merger of the Parent Company and New York FHP (the “Merger”). Although the Parent Company has operated as if the Merger was consummated in December 2005, it has come to the Company’s attention that certain required filings were not made in the State of New Jersey and the State of New York to properly consummate the Merger. In addition, in December 2007, the Parent Company’s charter was revoked by the State of New Jersey for failure to file annual reports. New York FHP was also delinquent in New York, as of July 31, 2010, for failure to file a biennial report which was due in 2008. As a result, as of the date of this Quarterly Report on Form 10-Q, the Parent Company and FHP New York had not completed the Merger. The Parent Company intends to make the required filings to complete the Merger and is working diligently to remediate these issues.

Effective November 1, 2007, the Company was no longer a development stage company.

We sell our products to consumers through local, regional and national supermarkets, retailers, distributors, brokers, wholesalers and an online web-store.

Our strategy is to focus on finding and developing and selling organic and natural food and beverage products. Part of this strategy is to have the “Wings of Nature™” name branded on all of our products, as well acquiring other natural and organic food brands.

Wings of Nature, LLC, formed in August 2009, is a wholly owned subsidiary of the Parent Company.

The Company has limited capital resources and has experienced net losses and negative cash flows from operations since inception and expects these conditions to continue for the foreseeable future. As of July 31, 2010, the Company has limited cash available for operations and has a working capital deficit of \$5,369,960. Management believes that cash on hand as of July 31, 2010 is not sufficient to fund operations through July 31, 2011. The Company will be required to raise additional funds to meet its short and long-term planned goals. There can be no assurance that such funds, if available at all, can be obtained on terms reasonable to the Company.

The financial statements have been prepared assuming that the Company will continue as a going concern, which contemplates the realization of assets and the liquidation of liabilities in the normal course of business. However, the Company has limited revenue and without realization of additional capital, it would be unlikely for the Company to continue as a going concern. Our auditors have expressed substantial doubt that the Company will continue as a going concern as of October 31, 2009.

Acquisition of AC LaRocco Pizza Company

On March 2, 2010, the Parent Company simultaneously entered into the Asset Purchase Agreement (the “Asset Purchase Agreement”) dated March 2, 2010 among the Parent Company, Take and Bake, Inc., doing business as A.C. LaRocco Pizza Company (the “Seller”), Clarence Scott and Karen Leffler and acquired certain assets and liabilities of the Seller (the “Asset Acquisition”). The Seller was in the business of marketing and distributing all natural and organic, whole grain, heart healthy pizzas, including organic thin pizzas with sprouted grain crust. The Parent Company believes that the purchase price for the assets acquired by the Parent Company pursuant to the Asset Purchase Agreement is 15,000,000 shares of common stock and monthly payments of \$1,800 for a 60 month period. In April 2010, the Parent Company formed a wholly owned subsidiary, A.C. LaRocco, Inc., a Delaware corporation, for the purpose of implementing its new pizza business. We refer to this subsidiary as “New A.C. LaRocco.”

As of the date of this Quarterly Report, the Parent Company had not issued the share consideration contemplated by the Asset Purchase Agreement. The Parent Company’s Certificate of Incorporation authorizes 200,000,000 shares of common stock, of which, as of July 31, 2010, all 200,000,000 shares were issued and outstanding. As a result, the Parent Company is

FRESH HARVEST PRODUCTS, INC. AND SUBSIDIARIES
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unable to issue the shares of common stock contemplated by the Asset Purchase Agreement until the number of the Parent Company's authorized shares of common stock is increased. An increase in the Parent Company's authorized shares of common stock is dependent on the approval of the Parent Company's shareholders.

On March 2, 2010, the parties to the Asset Purchase Agreement also entered into an Asset Acquisition Memorandum (the "Memorandum"). The Memorandum provides, among other things, that the Parent Company is required to invest a minimum of \$500,000 within six months of the closing date of the Asset Acquisition into New A.C. LaRocco, which payments may be made directly to New A.C. LaRocco or to anyone that the Seller and New A.C. LaRocco deem necessary. As of July 31, 2010, the Parent Company had invested approximately \$197,689 in New A.C. LaRocco.

The Memorandum further provides that a creditor of the Seller (the "Creditor"), is to maintain its priority security lien in all assets transferred in connection with the Asset Acquisition, including the AC LaRocco trade name and trademark logo until:

- New AC LaRocco and/or the Parent Company completes performance of all obligations to the Creditor, including without limitation, the repayment of all indebtedness to the Creditor assumed by New A.C. LaRocco and the Parent Company under a Secured Promissory Note dated July 6, 2007 in the original principal amount of \$218,356.94 (and with a principal balance of \$129,384.59 on March 2, 2010), under trade invoices and as otherwise advanced or paid by the Creditor for the benefit of the Parent Company and/or New A.C. LaRocco or on their behalf;
- The Creditor has no further commitment to the Parent Company and/or New A.C. LaRocco that could give rise to an obligation.

Upon payment of all indebtedness owed to the Creditor, the AC LaRocco name and logo would be transferred to New A.C. LaRocco Pizza Company in connection with the termination provisions of a Security Agreement executed in favor of the Creditor in connection with the Asset Acquisition.

Pursuant to the Memorandum, Clarence Scott and Karen Leffler are to maintain the AC LaRocco trade secrets and recipes until investment is made in full, at which point trade secrets and recipes are to be transferred to New A.C. LaRocco, subject to the aforementioned security interest.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING PRACTICES

Basis of Presentation

The accompanying unaudited interim consolidated financial statements have been prepared in accordance with generally accepted accounting principles and pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC") and reflect all adjustments, consisting of normal recurring adjustments, which management believes are necessary to fairly present the financial position, results of operations and cash flows of the Company for the respective periods presented. The results of operations for an interim period are not necessarily indicative of the results that may be expected for any other interim period or the year as a whole. The accompanying unaudited interim consolidated financial statements should be read in conjunction with the audited financial statements and notes thereto in the Company's Annual Report on Form 10-K for the fiscal year ended October 31, 2009 as filed with the SEC on February 16, 2010.

Reclassifications

Certain amounts in the accompanying unaudited financial statements as of July 31, 2009 have been reclassified by the Company to conform to the July 31, 2010 presentation. These reclassifications had no effect on the previously reported net loss.

Summary of Significant Accounting Policies

Revenue Recognition and Sales Incentives

Sales are recognized when the earnings process is complete, which occurs when products are shipped in accordance with terms of agreements, title and risk of loss transfer to customers, collection is probable and pricing is fixed or determinable. Sales are reported net of sales incentives, which include trade discounts and promotions and certain coupon costs. Shipping

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and handling costs billed to customers are included in reported sales. Allowances for cash discounts are recorded in the period in which the related sale is recognized.

Valuation of Accounts and Charge-backs Receivable

The Company performs ongoing credit evaluations on existing and new customers daily. When it is determined that an amount included in accounts receivable is uncollectible it is written off as uncollectible. Credit losses have been within our expectations. The Company believes there are no credit exposures at this time. There can be no assurance that the Company would have the same experience with the accounts receivables during different economic conditions, or with changes in business conditions, such as consolidation within the food industry and/or a change in the way the Company markets and sells products.

Inventory

Inventory is valued at the lower of actual cost or market, utilizing the first-in, first-out method. The Company provides write-downs for finished goods expected to become non-saleable due to age and specifically identifies and provides for slow moving products and packaging. As of July 31, 2010, the Company determined that there was no need for a reserve for obsolete inventory.

Property and Equipment

Property and equipment is carried at cost and depreciated or amortized on a straight-line basis over their estimated useful life. The Company believes the asset lives assigned to its property and equipment is within the ranges/guidelines generally used in food manufacturing and distribution businesses. Depreciation is provided for on a straight-line basis over the useful life of the assets of five years. Ordinary repairs and maintenance are expensed as incurred.

Depreciation expense was \$9,173 and \$8,042 for the nine months ended July 31, 2010 and 2009, respectively.

Earnings per Share

The basic earnings (loss) per share is defined as the amount of earnings for the period available to each share of common stock outstanding during the reporting period. The diluted earnings per share is the amount of earnings for the period available to each share of common stock outstanding during the reporting period and to each share that would have been outstanding assuming the issuance of common shares for all dilutive potential common shares outstanding during the reporting period. The weighted average number of common shares outstanding is the number of shares determined by (a) the portion of time within a reporting period that common shares have been outstanding to (b) the total time in that period. In computing diluted earnings per share, equivalent common shares are considered for all dilutive potential common shares.

The Company has not issued any options or warrants or similar securities since inception. Potentially dilutive common shares of approximately 6,503,495 related to convertible loans were not included in the calculation for any periods presented as they are anti-dilutive.

Dividends

The Company has not yet adopted any policy regarding payment of dividends. No dividends have been paid during the nine months ended July 31, 2010 and 2009, respectively.

Income Taxes

The provision for income taxes is the total of the current taxes payable and the net of the change in the deferred income taxes. Provision is made for the deferred income taxes where differences exist between the period in which transactions affect current taxable income and the period in which they enter into the determination of net income in the financial statements.

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Advertising

Advertising is expensed when incurred. Advertising for the nine months ended July 31, 2010 was \$0 compared to \$1,350 for the three months ended July 31, 2009.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company maintains cash balances in non-interest bearing accounts that currently do not exceed federally insured limits. For the purpose of the statements of cash flows, all highly liquid investments with a maturity of three months or less are considered to be cash equivalents. There were no cash equivalents as of July 31, 2010.

Fair Value of Financial Instruments

The Company's financial instruments, including cash, accounts receivable, and accounts payable are reflected in the accompanying interim unaudited consolidated financial statements at carrying value, which approximates fair value because of the short-term maturity of these instruments.

Net Loss Per Share Calculation

Basic net loss per common share ("EPS") is computed by dividing income available to common stockholders by the weighted-average number of common shares outstanding for the period. Diluted earnings per shares is computed by dividing net income by the weighted average shares outstanding, assuming all dilutive potential common shares were issued.

The weighted-average number of common shares outstanding for computing basic EPS for the nine months ended July 31, 2010 and 2009 were 160,079,843 and 55,470,172, respectively.

Impairment of Long-Lived Assets

Long-lived assets such as property and equipment are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized by the amount by which the carrying amount of the asset exceeds the fair value of the asset.

Assets to be disposed of would be separately presented in the balance sheet and reported at the lower of the carrying amount or the fair value less costs to sell, and are no longer depreciated. The assets and liabilities of a disposal group classified as held for sale would be presented separately in the appropriate asset and liability sections of the balance sheet. The Company's impairment analyses did not result in an impairment charge through July 31, 2010.

Share-based compensation

The Company accounts for common stock issued to employees, directors, and consultants in accordance with the provisions of ASC 718 – Stock Compensation. The compensation cost relating to share-based payment transactions will be recognized in the consolidated financial statements. The cost associated with common stock issued to employees, directors and consultants will be recognized, at fair value, on the date issued. Awards granted to non-employee consultants will be subsequently re-measured to current fair value until performance is completed or a performance commitment exists.

FRESH HARVEST PRODUCTS, INC. AND SUBSIDIARIES
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Accounting for Uncertain Tax Positions

The Company and or its subsidiaries file income tax returns in the U.S. federal jurisdiction and various state, and local jurisdictions. The Company is no longer subject to U.S. federal income tax examination by tax authorities for the years prior to October 31, 2006.

With respect to state and local jurisdictions, with limited exception, the Company and or its subsidiaries are no longer subject to income tax audits prior October 31, 2006. In the normal course of business, the Company is subject to examination by various taxing authorities. Although the outcome of tax audits is always uncertain, the Company believes that adequate amounts of tax, interest and penalties have been provided for any adjustments that may result from these open tax years.

Based on Management's review of the Company's tax position, the Parent Company and or subsidiaries had no significant unrecognized tax liabilities as of July 31, 2010.

NOTE 3. IMPACT OF RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

During 2009, the Company adopted the "FASB Accounting Standards Codification" and the Hierarchy of Generally Accepted Accounting Principles (ASC-105), (formerly SFAS No. 168, The "FASB Accounting Standards Codification" and the Hierarchy of Generally Accepted Accounting Principles). This standard establishes only two levels of U.S. generally accepted accounting principles ("GAAP"), authoritative and nonauthoritative. The Financial Accounting Standard Board ("FASB") Accounting Standards Codification (the "Codification") became the source of authoritative, nongovernmental GAAP, except for rules and interpretive releases of the SEC, which are sources of authoritative GAAP for SEC registrants. The Company adopted the ASC in 2009. As the Codification was not intended to change or alter existing GAAP, it did not have any impact on the Company's consolidated financial statements.

During 2009, the Company adopted an accounting standard update regarding the determination of the useful life of intangible assets. As codified in ASC-350 (formerly FSP No. 142-3, "Determination of the Useful Life of Intangible Assets"), this update amends the factors considered in developing renewal or extension assumptions used to determine the useful life of a recognized intangible asset under intangibles accounting. It also requires a consistent approach between the useful life of a recognized intangible asset under prior business combination accounting and the period of expected cash flows used to measure the fair value of an asset under the new business combinations accounting (as currently codified under ASC-850). The update also requires enhanced disclosures when an intangible asset's expected future cash flows are affected by an entity's intent and/or ability to renew or extend the arrangement. The adoption of this accounting update has not had a significant impact on the Company's consolidated financial position, results of operations or cash flows.

During 2009, the Company adopted a new accounting standard for subsequent events, as codified in ASC-855 (formerly SFAS No. 165, Subsequent Events). The update modifies the names of the two types of subsequent events either as recognized subsequent events (previously referred to in practice as Type I subsequent events) or non-recognized subsequent events (previously referred to in practice as Type II subsequent events). In addition, the standard modifies the definition of subsequent events to refer to events or transactions that occur after the balance sheet date, but before the financial statements are issued (for public entities) or available to be issued (for nonpublic entities). The update did not result in significant changes in the practice of subsequent event disclosures, and therefore the adoption has not had a significant impact on the Company's consolidated financial position, results of operations or cash flows.

During 2009, the Company adopted an accounting standard update regarding accounting for income taxes as codified in ASC-740-10 (formerly FASB Interpretation No. 48, Accounting for Uncertainty in Income Taxes – an Interpretation of FASB Statement No. 109). This standard update prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. This Interpretation also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. The Company's adoption of this interpretation did not have a material impact on the Company's consolidated financial statements.

In February 2008, the FASB issued an accounting standard update that delayed the effective of fair value measurements accounting for all non-financial assets and non-financial liabilities, except for items that are recognized or disclosed at fair value in the financial statements on a recurring basis (at least annually), until fiscal years beginning after November 15, 2008. The Company adopted this accounting standard update during 2009. The adoption of this update to non-financial

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assets and liabilities, as codified in ASC-820 (formerly FSP 157-2, "Effective Date of FASB Statement No. 157"), has not had a significant impact on the Company's consolidated financial position, results of operations or cash flows.

NOTE 4. UNPAID PAYROLL TAXES

As of July 31, 2010, the Company owed the Internal Revenue Service and New York State payroll related taxes in the amount of \$137,711 plus applicable interest and penalties. The Internal Revenue Service has placed a federal tax lien on the assets of the Company. The Company is currently negotiating a payment plan with both tax authorities, however, no payments have been made as of July 31, 2010.

NOTE 5. ADVANCES FROM RELATED PARTIES

As of July 31, 2010 and October 31, 2009, the outstanding balance on advances from related parties was \$90,739 and \$720,771, respectively.

During the nine months ended \$630,032 of these advances from related parties were converted to restricted common share of the Company.

NOTE 6. ASSET PURCHASE AGREEMENT

In March 2010, the Company acquired certain assets of an operating company, which the Company will operate under a wholly-owned subsidiary, A.C. LaRocco, Inc.

The accompanying unaudited consolidated interim financial statements include purchased assets of \$8,330 acquired as part of the transaction. In addition, the income and expenses related to this newly formed subsidiary have been included in the operations since the date of inception.

NOTE 7. PROVISION FOR INCOME TAXES

As of July 31, 2010, the Company provides for income taxes by the use of an asset and liability approach in accounting for income taxes. Deferred tax assets and liabilities are recorded based on the differences between the financial statement and tax bases of assets and liabilities and the tax rates in effect when these differences are expected to reverse. This also requires the reduction of deferred tax assets by a valuation allowance if, based on the weight of available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized.

The Company has approximately \$2,094,000 in gross deferred tax assets at July 31, 2010, resulting from net operating loss carry forwards. A valuation allowance has been recorded to fully offset these deferred tax assets because the future realization of the related income tax benefits is uncertain. Accordingly, the net provision for income taxes is zero as of July 31, 2010. As of July 31, 2010, the Company has federal net operating loss carry forwards of approximately \$5,300,000 available to offset future taxable income through 2030 subject to the filing of the Company's United States Federal Income Tax Returns.

As of July 31 2010, the difference between the tax provision at the statutory federal income tax rate and the tax provision attributable to loss before income taxes is as follows (in percentages):

| | |
|---------------------------------------|------|
| Statutory federal income tax rate | -34% |
| State taxes - net of federal benefits | -5% |
| Valuation allowance | 39% |
| Income tax rate – net | 0% |

The Parent Company and its subsidiaries file income tax returns in the U.S. federal jurisdiction and various state, and local jurisdictions. The Company is no longer subject to U.S. federal income tax examination by tax authorities for the years prior to October 31, 2006. With respect to state and local jurisdictions, with limited exception, the Parent Company and or its subsidiaries are no longer subject to income tax audits prior to October 31, 2006. In the normal course of business, the Company is subject to examination by various taxing authorities. Although the outcome of tax audits is always uncertain, the

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Company believes that adequate amounts of tax, interest and penalties have been provided for any adjustments that may result from these open tax years.

Based on management's review of the Company's tax position, the Parent Company and subsidiaries had no significant unrecognized tax liabilities as of July 31, 2010 and 2009, respectively.

NOTE 8. LOANS PAYABLE

Loans payable consist of the following:

| | <u>July 31, 2010</u> |
|---|----------------------|
| Convertible loans (2005) bearing interest at a rate of 10% and due at various dates between November 2006 and April 2007. The notes are convertible into common shares at any time between the date of issue of the notes and their due dates at a conversion rate of \$0.50 per share or a total of 200,000 shares. The Company is currently negotiating extensions of these loans | \$ 90,000 |
| Convertible loan bearing interest at a rate of 12% and due September 2008. The loan is convertible into common shares at any time at a conversion rate of \$2.00 per share for a total of 50,000 shares | 64,300 |
| Convertible loan bearing interest at a rate of 10% and due November 30, 2008. The loan is convertible into common shares at any time at a conversion rate of \$0.85 per share, for a total of 58,823 shares. | 50,000 |
| Convertible loan bearing interest at a rate of 10% and due December 23, 2008. The loan is convertible into common shares at any time at a conversion rate of \$0.95 per share, for a total of 18,948 shares. | 18,000 |
| Convertible note bearing interest at a rate of 10% and due February 2009. The note is convertible into common shares at any time at the option of the lender or the Company at a \$0.50 per share or a 35% discount of the market price of the Company's common shares. | 15,000 |
| Convertible note bearing interest at a rate of 12% and due February 2009. The note is convertible into common shares at any time at the option of the lender or the Company at a \$0.50 per share or a 35% discount of the market price of the Company's common shares. | 30,000 |
| Convertible notes bearing interest at a rate of 10% and due April 2009. The note is convertible into common shares at any time at the option of the lender or the Company at \$0.45 per share or a 35% discount of the market price of the Company's common shares. | 35,000 |
| Convertible notes bearing interest at a rate of 10% and due June 2009. The note is convertible into common shares at any time at the option of the lender or the Company at \$0.50 per share or a 25% discount of the market price of the Company's common shares. | 15,000 |
| Non-Convertible Short Term Loan bearing an interest rate of 12% due January 2009. | 19,636 |
| Non-Convertible Short Term Loan bearing an interest rate of 12% due February 2009. | - |
| Convertible note bearing interest at a rate of 12% due August 2012. | 45,000 |
| Convertible demand notes bearing interest at a rate of 5%. The note is convertible into common shares at any time at the option of the lender or the Company at \$0.01 per share or a 20% discount of the market price of the Company's common shares | 343,525 |
| Note payable to contract manufacturer and other vendors with various terms | 147,406 |
| Convertible demand notes bearing interest at a rate of 10%. The note is convertible into common shares at any time at the option of the lender or the Company at \$0.01 per share or a 20% discount of the market price of the Company's common shares due and payable two years from the date of the note. | 97,000 |
| Total | 969,867 |
| Less: long - term portion | - |
| Total notes payable, current | <u>\$ 969,867</u> |

The conversion of debt to equity through the issuance of common shares is intended to be treated as a decrease in either current or long term liabilities in the amount of the loan plus accrued interest, and an increase in common stock and Additional Paid in Capital.

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The CEO of the Company has personally guaranteed \$124,636 of the notes.

NOTE 9. STOCKHOLDERS' EQUITY

As of July 31, 2010 and 2009, the Parent Company had authorized 200,000,000 shares of Common Stock at par value of \$0.0001 per share.

As of July 31, 2010 and 2009 there were 200,000,000 and 82,137,182 shares of common stock outstanding.

Share - Based Compensation

The Company accounts for common stock issued to employees, directors, and consultants in accordance with the provisions of ASC 718 – Stock Compensation. The compensation cost relating to share-based payment transactions will be recognized in the consolidated financial statements. The cost associated with common stock issued to employees, directors and consultants will be recognized, at fair value, on the date issued. Awards granted to non-employee consultants will be subsequently re-measured to current fair value until performance is completed or a performance commitment exists.

Stock Issuances

Stock issuances for the nine months ended July 31, 2010 and 2009 are as follows:

Nine months ended July 31, 2010:

- In March 2010, the Company issued 7,295,060 shares of its common stock for services rendered to the Company and 56,922,544 shares of common stock for the conversion of debt. These shares were issued under Section 4(2) of the Securities Act of 1933. The shares for services were valued by the Company at \$72,951. The shares issued for conversion of debt were valued by the Company at \$453,944.
- In February 2010, the Company issued 1,500,000 shares of its common stock for services rendered to the Company. These shares were issued under Section 4(2) of the Securities Act of 1933. The shares for services were valued by the Company at \$15,000.
- In January 2010, the Company issued 2,500,000 shares of its common stock for services rendered to the Company and 8,000,000 shares of common stock for the conversion of debt. These shares were issued under Section 4(2) of the Securities Act of 1933. The shares for services were valued by the Company at \$25,000. The shares issued for conversion of debt were valued by the Company at \$80,000.
- In December 2009, the Company issued 500,000 shares of its common stock for services rendered to the Company and 9,129,925 shares of common stock for the conversion of debt. These shares were issued under Section 4(2) of the Securities Act of 1933. The shares for services were valued by the Company at \$5,000. The shares issued for conversion of debt were valued by the Company at \$105,000.
- In November 2009, the Company issued 21,854,178 shares of its common stock for services rendered to the Company and 10,061,111 shares of common stock for the conversion of shares. These shares were issued under Section 4(2) of the Securities Act of 1933. The shares for services were valued by the Company at \$62,707. The shares issued for conversion of debt were valued by the Company at \$81,500.

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Nine months ended July 31, 2009:

- In July 2009 the Company issued 2,554,839 shares of its par value common stock for services rendered to the Company. These shares were issued under Section 4(2) of the Securities Act of 1933. These shares were valued by the Company at \$25,548.
- In June 2009 the Company issued 12,791,710 shares of its par value common stock for services rendered to the Company. These shares were issued under Section 4(2) of the Securities Act of 1933. These shares were valued by the Company at \$127,917.
- In May 2009 the Company issued 6,845,161 shares of its par value common stock for services rendered to the Company. These shares were issued under Section 4(2) of the Securities Act of 1933. These shares were valued by the Company at \$53,902.
- In April 2009 the Company issued 15,658,346 shares of its common stock for services rendered to the Company. These shares were issued under Section 4(2) of the Securities Act of 1933. These shares were valued by the Company at \$156,583.
- In March 2009 the Company issued 4,800,000 shares of its common stock for services rendered to the Company. These shares were issued under Section 4(2) of the Securities Act of 1933. These shares were valued by the Company at \$48,000.
- In November 2008 the Company issued 250,000 shares of its common stock for services rendered to the Company. These shares were issued under Section 4(2) of the Securities Act of 1933. These shares were valued by the Company at \$5,000.

NOTE 10. COMMITMENTS

As of July 31, 2010 and 2009, the Company had no lease obligations.

NOTE 11. LIQUIDITY, CAPITAL RESOURCES AND GOING CONCERN

The accompanying unaudited interim financial statements have been prepared on a going-concern basis, which contemplates the continuation of operations, realization of assets and liquidation of liabilities in the ordinary course of business.

As reflected in the accompanying quarterly financial statements, the Company experienced a net loss of \$349,781 for the quarter ended July 31, 2010 and an accumulated deficit of \$5,369,960 as of July 31, 2010.

Management believes that additional capital will be required to fund operations through the year ended October 31, 2010 and beyond, as it attempts to generate increasing revenue, and develop new products. Management intends to attempt to raise capital through additional equity offerings. The Company's ability to raise additional common equity capital is dependent on the approval of the Company's shareholders of an increase in the authorized common stock of the Company. There can be no assurance that the Company will be successful in obtaining financing at the level needed or on terms acceptable to the Company. These conditions raise substantial doubt about the Company's ability to continue as a going concern. The accompanying annual financial statements do not include any adjustments that might result from the outcome of this uncertainty.

The Company's operations are subject to certain additional risks and uncertainties including, among others, dependence on outside suppliers and manufacturers, competition, dependence on its exclusive license and relationship with the licensor, uncertainties regarding patents and proprietary rights, dependence on key personnel, and other business risks. In addition, there is no assurance, assuming the Company is successful in raising additional capital that the Company will be successful in achieving profitability or positive cash flow.

NOTE 12. SUBSEQUENT EVENTS

As of September 20, 2010, the date the quarterly consolidated financial statements were available to be issued, there are no subsequent events that are required to be recorded or disclosed in the accompanying financial statements as of and for the three months ended July 31, 2010.

Item 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITIONS AND RESULTS OF OPERATIONS

Overview

We began realizing revenues from operations during the quarter ending July 31, 2006, and, as of November 1, 2007 we are no longer a development stage company.

We were formed in New Jersey as a blank check company on April 21, 2005 with no operations, assets or purpose other than the purpose of seeking a privately held operating company as an acquisition or merger candidate.

On December 16, 2005, the Parent Company entered into an Agreement and Plan of Acquisition and Merger (the "Merger Agreement") with Fresh Harvest Products, Inc., a New York corporation ("New York FHP"), Michael Friedman, Marcia Roberts and Illuminate, Inc. The Merger Agreement contemplates the merger of the Parent Company and New York FHP (the "Merger"). Although the Parent Company has operated as if the Merger was consummated in December 2005, it has come to the Company's attention that certain required filings were not made in the State of New Jersey and the State of New York to properly consummate the Merger. In addition, in December 2007, the Parent Company's charter was revoked by the State of New Jersey for failure to file annual reports. New York FHP was also delinquent in New York, as of July 31, 2010, for failure to file a biennial report which was due in 2008. As a result, as of the date of this Quarterly Report on Form 10-Q, the Parent Company and FHP New York had not completed the Merger. The Parent Company intends to make the required filings to complete the Merger and is working diligently to remediate these issues.

Since December 16, 2005, our business plan has been to develop proprietary products to sell, market and distribute. Some of our products include: organic snack and coffee bars that have no refined sugar, are cholesterol free, trans fat free, low in sodium and gluten free and organic coffee from South America and Africa. Our goal is to bring healthy, great tasting organic food products at affordable prices to the mass markets. We are now selling the product line to select supermarkets chains in the eastern part of the United States.

Our primary efforts have been devoted to selling our line of organic food and beverage products and raising capital. Accordingly, we have limited capital resources and have experienced net losses and negative cash flows from operations since inception and expect these conditions to continue for the foreseeable future.

As of July 31, 2010, the Company had current assets of \$369,415 that includes \$25,525 cash, net accounts receivable of \$157,412 and inventory of \$163,728. Management believes that the liquid cash and other liquid assets on hand as of July 31, 2010 are not sufficient to fund operations for the next 12 months. Accordingly, we will be required to raise additional funds to meet our short and long-term planned goals. There can be no assurance that such funds, if available at all, can be obtained on terms reasonable to us. In this regard, we have obtained and will continue to attempt to obtain (short and long term) loans for inventory purchases, new product development, expansion, advertising and marketing. We cannot assure you that we will be successful in obtaining the aforementioned financings (either debt or equity) on terms acceptable to us, or otherwise.

In our audited financial statements as of and for the two year period ended October 31, 2009, our auditors expressed a going concern for our company as of those dates. The unaudited interim financial statements contained in this quarterly report have been prepared on a going concern basis, which assumes that we will be able to realize our assets and discharge our obligations in the normal course of business.

Results of Operations for the Three Months Ending July 31, 2010 and July 31, 2009. Financial Information from Comparative Quarters

For the quarter ended July 31, 2010, we recorded revenues of \$282,427 versus revenues of \$19,108 in the same period of 2009. The increase in revenues is attributed to the acquisition of the AC LaRocco Pizza Company on March 2, 2010.

Gross profit defined as revenues less cost of goods sold, was \$72,466 for the quarter ended July 31, 2010, compared to \$5,554 for the quarter ended July 31, 2009. The difference is attributed to the acquisition of the AC LaRocco Pizza Company on March 2, 2010.

We incurred operating expenses in the amount of \$385,830 for the quarter ended July 31, 2010, and \$106,995 for the quarter ended July 31, 2009. This increase in operating expenses is attributed to the Company's acquisition of the AC LaRocco Pizza Company on March 2, 2010 and related expenses.

Our net loss was \$349,781 for the quarter ended July 31, 2010 which was an increase from \$126,523 for the quarter ended July 31, 2009. The increase was primarily a result of an increase in operating expenses.

Results of Operations for the Nine Months Ending July 31, 2010 and July 31, 2009. Financial Information from Comparative Quarters

For the nine months ended July 31, 2010, we recorded revenues of \$463,085 versus revenues of \$67,267 in the same period of 2009. The increase in revenues is attributed to the acquisition of the AC LaRocco Pizza Company on March 2, 2010.

Gross profit defined as revenues less cost of goods sold, was \$85,298 for the nine months ended July 31, 2010, compared to \$18,420 for the nine months ended July 31, 2009. The difference is attributed to the acquisition of the AC LaRocco Pizza Company on March 2, 2010.

We incurred operating expenses in the amount of \$759,354 for the nine months ended July 31, 2010, and \$539,306 for the nine months ended July 31, 2009. This increase in operating expenses is attributed to the Company's increase in non-cash activity, such as share issuances for services rendered, as well as the acquisition of the AC LaRocco Pizza Company on March 2, 2010.

Our net loss was \$779,762 for the nine months ended July 31, 2010 which was an increase from \$571,636 for the nine months ended July 31, 2009. The increase was primarily a result of increase in operating expenses.

Financial Condition and Liquidity

Since inception, we have not been able to finance our business from cash flows from operations and have been reliant upon loans and proceeds from the sale of equity which may not be available to us in the future, or if available, on reasonable terms. Accordingly, if we are unable to obtain funding from loans and the sale of our equity, it is unlikely that we will be able to continue as a going concern. The Company's ability to raise additional common equity capital is dependent on the approval of the Company's shareholders of an increase in the authorized common stock of the Company.

At July 31, 2010, we had current assets of \$369,415 including \$25,525 cash, inventory of \$163,728 and accounts receivable of \$157,412. We had net fixed assets with a net book value of \$38,163. As of July 31, 2010, we had current liabilities of \$2,368,237.

Currently, we do not have sufficient financial resources to implement or complete our business plan. We anticipate that we will need a minimum of an additional approximate \$600,000 to satisfy our cash requirements over the next 12 months. We cannot be assured that revenue from operations, if any, will be sufficient to fund our activities during the next 12 months. Accordingly, we will have to seek alternates sources of capital—including private placements, a future public offering, and/or loans from officers and/or third party lenders. We can offer no assurance that we will be able to raise additional funds if needed, on acceptable terms to us or otherwise. If we are unsuccessful in our attempts to raise sufficient capital, we may have to cease operations or postpone our plans to initiate or complete our business plan.

We estimate that our cash and other current assets as of July 31, 2010, of approximately \$369,415 will only be sufficient to meet our short term needs for approximately four months. If we are unable to raise the required financing, we will be delayed in commencing our business plan. Currently, because we are considered a new business with limited credit history with vendors, suppliers, manufacturers, packagers and food producers, we must pay for our purchases "up front" and are not granted credit terms. This will continue until we have established a satisfactory credit history. We cannot estimate, with any certainty, how long this may take, or if it will occur at all. Our inability to obtain credit from such providers has a significant impact upon our liquidity and our ability to utilize funds for other purposes. Similarly, if and when we hire salesmen and /or additional personnel, including management and sales personnel, the cost related to such hiring will have a significant impact on our liquidity and deployment of funds.

| | For the Nine Months Ended | |
|---|---------------------------|---------------|
| | July 31, 2010 | July 31, 2009 |
| Net cash (used in) provided by operating activities | \$ 13,973 | \$ 48,823 |
| Net cash (used in) investing activities | \$ (8,330) | \$ (14,940) |
| Net cash provided (used in) financing activities | \$ 19,965 | \$ (37,260) |
| Net increase in cash and cash equivalents | \$ 25,608 | \$ (3,377) |
| Cash and cash equivalents, beginning of period | \$ (83) | \$ 3,418 |
| Cash and cash equivalents, end of period | \$ 25,525 | \$ 41 |

Acquisition of AC LaRocco Pizza Company

On March 2, 2010, the Parent Company simultaneously entered into the Asset Purchase Agreement (the “Asset Purchase Agreement”) dated March 2, 2010 among the Parent Company, Take and Bake, Inc., doing business as A.C. LaRocco Pizza Company (the “Seller”), Clarence Scott and Karen Leffler and acquired certain assets and liabilities of the Seller (the “Asset Acquisition”). The Seller was in the business of marketing and distributing all natural and organic, whole grain, heart healthy pizzas, including organic thin pizzas with sprouted grain crust. The Parent Company believes that the purchase price for the assets acquired by the Parent Company pursuant to the Asset Purchase Agreement is 15,000,000 shares of common stock and monthly payments of \$1,800 for a 60 month period. In April 2010, the Parent Company formed a wholly owned subsidiary, A.C. LaRocco, Inc., a Delaware corporation, for the purpose of implementing its new pizza business. We refer to this subsidiary as “New A.C. LaRocco.”

As of the date of this Quarterly Report, the Parent Company had not issued the share consideration contemplated by the Asset Purchase Agreement. The Parent Company’s Certificate of Incorporation authorizes 200,000,000 shares of common stock, of which, as of July 31, 2010, all 200,000,000 shares were issued and outstanding. As a result, the Parent Company is unable to issue the shares of common stock contemplated by the Asset Purchase Agreement until the number of the Parent Company’s authorized shares of common stock is increased. An increase in the Parent Company’s authorized shares of common stock is dependent on the approval of the Parent Company’s shareholders.

On March 2, 2010, the parties to the Asset Purchase Agreement also entered into an Asset Acquisition Memorandum (the “Memorandum”). The Memorandum provides, among other things, that the Parent Company is required to invest a minimum of \$500,000 within six months of the closing date of the Asset Acquisition into New A.C. LaRocco, which payments may be made directly to New A.C. LaRocco or to anyone that the Seller and New A.C. LaRocco deem necessary. As of July 31, 2010, the Parent Company had invested approximately \$197,689 in New A.C. LaRocco, which is \$202,311 less than the Memorandum provides will be paid by July 5, 2010. Accordingly, the Company may not be in compliance with this provision of the Memorandum.

The Memorandum further provides that a creditor of the Seller (the “Creditor”), is to maintain its priority security lien in all assets transferred in connection with the Asset Acquisition, including the AC LaRocco trade name and trademark logo until:

- New AC LaRocco and/or the Parent Company completes performance of all obligations to the Creditor, including without limitation, the repayment of all indebtedness to the Creditor assumed by New A.C. LaRocco and the Parent Company under a Secured Promissory Note dated July 6, 2007 in the original principal amount of \$218,356.94 (and with a principal balance of \$129,384.59 on March 2, 2010), under trade invoices and as otherwise advanced or paid by the Creditor for the benefit of the Parent Company and/or New A.C. LaRocco or on their behalf;
- The Creditor has no further commitment to the Parent Company and/or New A.C. LaRocco that could give rise to an obligation.

Upon payment of all indebtedness owed to the Creditor, the AC LaRocco name and logo would be transferred to New A.C. LaRocco Pizza Company in connection with the termination provisions of a Security Agreement executed in favor of the Creditor in connection with the Asset Acquisition.

Pursuant to the Memorandum, Clarence Scott and Karen Leffler are to maintain the AC LaRocco trade secrets and recipes until investment is made in full, at which point trade secrets and recipes are to be transferred to New A.C. LaRocco, subject to the aforementioned security interest.

Off Balance Sheet Arrangements

We do not have any off balance sheet arrangements that are reasonably likely to have a current or future effect on our financial condition, revenues, results of operations, liquidity or capital expenditures.

Principal Commitments

As of July 31, 2010, we did not have any material commitments for capital expenditures other than the investment required to be made with respect to New A.C. LaRocco as described above.

Critical Accounting Policies

Our interim unaudited consolidated financial statements as of July 31, 2010 have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of financial statements in accordance with generally accepted accounting principles requires our management to make estimates and assumptions that affect the reported amounts of assets and liabilities, including the recoverability of tangible and intangible assets, disclosure of contingent assets and liabilities as of the date of the financial statements, and the reported amounts of expenses during the periods covered.

A summary of accounting policies that have been applied to the historical financial statements can be found in note no. 2 to our consolidated unaudited financial statements.

We evaluate our estimates on an on-going basis. The most significant estimates relate to intangible assets, deferred financing and issuance costs, and the fair value of financial instruments. We base our estimates on historical company and industry experience and on various other assumptions that we believe to be reasonable under the circumstances, the results of which, form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Our actual results may differ materially from those estimates.

Inflation

We do not believe that inflation had a significant impact on our results of operations for the periods presented.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

We are a smaller reporting company as defined by Rule 12b-2 of the Exchange Act and are not required to provide the information required under this item.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

We maintain disclosure controls and procedures designed to ensure that information required to be disclosed in reports filed under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, to allow timely decisions regarding required disclosure. In designing and evaluating our disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives.

As required by SEC Rule 13a-15(e), our management carried out an evaluation, under the supervision and with the participation of our principal executive officer and principal financial officer, of the effectiveness of our disclosure controls and procedures as of the end of the period covered by this report. Based on that evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective at a reasonable assurance level as of the end of the period covered by this report.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the three months ended July 31, 2010 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings.

None.

Item 1A. Risk Factors.

We are a smaller reporting company as defined by Rule 12b-2 of the Exchange Act and are not required to provide the information required under this item.

The above statement notwithstanding, shareholders and prospective investors should be aware that an investment in our business is extremely high risk and investors should be aware that his or her entire investment in the Company may be lost. The many risks that exist with respect to the Company and its business include, but are not limited to: its limited assets, dependence upon its sole officer who has other unrelated business interests, lack of revenues and only losses since inception, industry risks, the need for additional capital, risks inherent in obtaining its products from sources outside the United States such as political and economic unrest and instability, the threat of military actions and terrorist activities, among other factors.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None.

Item 3. Defaults Upon Senior Securities.

See the disclosure under Note 8 to the Company's consolidated unaudited financial statements with respect to the Company's past due loans.

Item 4. (Removed and Reserved)

Item 5. Other Information.

None.

Item 6. Exhibits.

| Exhibit | Description |
|---------|---|
| 10.1 | Asset Acquisition Memorandum dated March 2, 2010 among Fresh Harvest Products, Inc., Take & Bake Inc d/b/a AC LaRocco Pizza Company, Clarence Scott and Karen Leffler |
| 10.2 | La Rocco Security Agreement dated September 15, 2004 |
| 31.1 | Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 |
| 32.1 | Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 |

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 thereunto duly authorized.

Fresh Harvest Products, Inc.
(Registrant)

/s/ Michael Jordan Friedman

Michael Jordan Friedman, Chief Executive Officer
and Chief Financial Officer

Date: September 20, 2010

ASSET ACQUISITION MEMORANDUM

March 2, 2010

To: Clarence Scott & Karen Leffler
Take & Bake Inc d/b/a AC LaRocco Pizza Company

From: Michael J. Friedman
Fresh Harvest Products, Inc.

Re: Asset Acquisition

Fresh Harvest Products, Inc., a New York corporation (the "Company") agrees that as part of the Asset Acquisition of Take and Bake Inc., a Washington corporation d/b/a AC LaRocco Pizza Company ("AC LaRocco"), the Company will be required to invest a minimum of five hundred thousand dollars (\$500,000, the "Total Investment") within six (6) months from the closing date (the "Closing") of transaction contemplated by the Acquisition Agreement on the following timetable:

| DATE OF PAYMENT | PAYMENT AMOUNT |
|-----------------|----------------|
| March 5 | \$25,000.00 |
| March 12 | \$25,000.00 |
| March 19 | \$25,000.00 |
| March 26 | \$25,000.00 |
| April 2 | \$25,000.00 |
| April 9 | \$25,000.00 |
| June 5 | \$125,000.00 |
| July 5 | \$125,000.00 |
| August 5 | \$100,000.00 |

The initial payment of twenty five thousand dollars (\$25,000) due March 5, 2010, will be paid within forty-eight (48) hours upon completion of the signing of the Asset Acquisition Agreement and any other instruments and/or documents deemed necessary by [REDACTED] to evidence and/or secure the trade debt of AC LaRocco to [REDACTED] being assumed by New AC LaRocco and the Company. The payments may be made by directly paying either New AC LaRocco or direct payment to anyone that AC LaRocco and New AC LaRocco deem necessary.

Fresh harvest products Inc. will issue 14,707,719 shares of stock. 7,500,937 shares to Clarence and Karen jointly with the remaining 7,206,782 shares to all other shareholders of Take and Bake Inc.

This transaction and corresponding transfer of assets is conditioned upon the parties' execution of all of the closing documents before the Closing Date, including the Asset Acquisition Agreement(s), Guarantee Agreement and any other instruments and/or documents deemed necessary by [REDACTED] to evidence and/or secure the trade debt of AC LaRocco to [REDACTED] being assumed by New AC LaRocco and the Company, including, but not limited to, execution of a Secured Promissory Note, Security Agreement, UCC-1 Financing Statement, and Accounts Collection Agreement.

Upon mutual agreement, payments toward the Total Investment may be made directly by Company, into New AC LaRocco, or paid by anyone else deemed appropriate by both Parties (i.e. another subsidiary of Company). The initial funds will be transferred into the New AC LaRocco less any

amounts previously transferred and or amounts paid directly to AC LaRocco or [REDACTED] under the Asset Acquisition Agreement(s), Guarantee Agreement and under the aforesaid instruments or agreements required to evidence and/or secure the obligations of the trade debt of AC LaRocco to [REDACTED] being assumed by New AC LaRocco and the Company as a condition for [REDACTED] consent to this transaction.

[REDACTED] is to maintain its priority security lien and UCC filings in all assets transferred in connection with this transaction, including the AC LaRocco trade name and trademark Logo until:

(a) New AC LaRocco and/or the Company completes performance of all obligations to [REDACTED], including without limitation, the repayment of all indebtedness to [REDACTED] assumed by New AC LaRocco and the Company under that Secured Promissory Note of July 6, 2007 in the original principal amount of \$218,356.94 (and with a remaining principal balance of \$129,384.59 as of the date hereof), under trade invoices, and as otherwise advanced or paid by [REDACTED] for the benefit of the Company and/or New AC LaRocco or on their behalf;

(h) [REDACTED] has no further commitment to the Company and/or New AC LaRocco that could give rise to an obligation.

Upon payment of all indebtedness owed to [REDACTED], the AC LaRocco name and Logo will be transferred to New AC LaRocco Pizza Company in accordance with the termination provisions of the Security Agreement to be executed in favor of [REDACTED] as a condition precedent to the Closing.

Clarence R. Scott and Karen Leffler will maintain AC LaRocco trade secrets, recipes as additional securities until investment is made in full, at which point trade secrets and recipes will be transferred to New AC LaRocco, subject to [REDACTED] security interest. The Total Investment amount will include any direct payments Company makes to vendors, suppliers, and anyone else paid directly by Company and New AC LaRocco on behalf of AC LaRocco or New AC LaRocco.

Also, before any restricted common shares are issued to Clarence Scott and Karen Leffler, they will each provide Company with a list delineating to whom the shares will be issued.

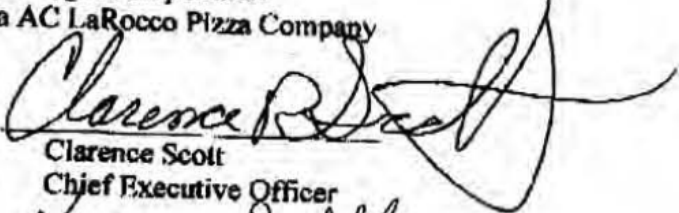
Accepted and agreed on the date written above, by and between:

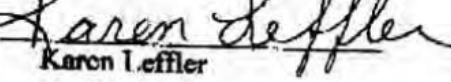
Fresh Harvest Products, Inc.
a New York corporation

By: _____
Michael J. Friedman
Its: Chief Executive Officer

Address:
280 Madison Avenue, Ste 1005
New York, New York 10016 USA

Take & Bake, -Inc.
a Washington corporation
d/b/a AC LaRocco Pizza Company

By: 
Clarence Scott
Its: Chief Executive Officer

BY: 
Karen Leffler
Its: _____

Address: 1014 North Pines Road, Suite 202
Spokane, WA 99206-6707

SECURITY AGREEMENT

This agreement ("Agreement") is entered into this 15th day of September, 2004, by and between [REDACTED], a California corporation, herein called "Secured Party," and **A.C. LAROCO PIZZA COMPANY**, a Washington corporation, herein called "Debtor," with reference to the following facts:

RECITALS

A. Secured Party has sold certain goods to Debtor, the unpaid obligation of which totals Two Hundred Ninety Four Thousand Three Hundred Forty Eight Dollars and Sixty Four Cents (\$294,348.64) as of September 15, 2004 (the "Unpaid Receivable").

B. Debtor further desires that Secured Party extend financial accommodations to Debtor for the purchase of additional goods from Secured Party, and to repay said indebtedness in accordance with, and subject to, all of the terms and conditions set forth in this Agreement.

C. As a material inducement for Secured Party to give the extensions of credit and to grant Debtor the financial accommodations described above, Debtor desires to enter into this Security Agreement, to faithfully perform each and all of the obligations of Debtor set forth herein, and to grant to Secured Party a continuing security interest in Debtor's property as described hereinbelow.

NOW THEREFOR, in consideration of the foregoing, the covenants and agreements contained herein, and financial accommodations given by Secured Party to Debtor, the parties agree as follows:

INCORPORATION OF RECITALS

1. The Recitals set forth above are hereby incorporated into this Agreement and made a part hereof.

GRANT OF SECURITY INTEREST

2.1. Debtor grants to the Secured Party a security interest in the property described below to secure Debtor's obligations under this Security Agreement, which include: (1) the Unpaid Receivable; (2) any and all future advances and extensions of credit by the Secured Party to the Debtor for the purchase of its goods, to be evidenced by the Secured Party's invoices for those goods; (3) all expenditures by the Secured Party for taxes, insurance, and repairs to and maintenance of the property

described hereinbelow as may be incurred by the Secured Party in the collection of the Unpaid Receivable and other indebtedness of the Debtor; and (4) all liabilities of the Debtor to the Secured Party now existing or incurred in the future, matured or unmatured, direct or contingent, and any renewals, extensions, and substitutions of those liabilities. That property, called the Collateral, consists of a continuing security interest in any and all personal property of Debtor, now owned or later acquired and wherever located, including without limitation, the following:

(A) All business equipment and fixtures, furniture, furnishings, and all attachments, controls and accessories incident thereto now or at any time hereafter (and prior to the termination of this agreement) owned or acquired by Debtor, together with all improvements, replacements, accessions, and additions to them, wherever they may be located.

(B) Accounts, deposit accounts, accounts receivable, chattel paper, letters of credit, notes, instruments, documents, warehouse receipts, bills of lading, contract rights and general intangibles, including, but not limited to, tax refunds, insurance proceeds, and all present and future choses in action or things in action and other rights to payment, (collectively, "rights to payment"), together with all renewals, and including all securities, guaranties, warranties, indemnity agreements, insurance policies, and other agreements pertaining to such rights to payment.

(C) All patents, recipes, formulas, methods of manufacturing, trademarks, trade names and fictitious business names belonging to Debtor;

(D) All inventory now owned or later acquired by Debtor, wherever located.

(E) All proceeds and products of the foregoing, and all monies or any other tangible or intangible property received upon the sale or involuntary disposition of the foregoing;

(F) all present and future books and records pertaining to the foregoing and the equipment, computers, electronic media and applicable access software containing such books and records.

2.2 Definitions.

(A) "Accounts". As used herein "Accounts" means a right to payment for goods sold or leased, or services rendered, by Debtor.

(B) "Equipment". "Equipment" means all equipment (including motor vehicles) in which Debtor has or later acquires a right, and all documents of title covering all or part of that equipment.

(C) "Inventory". "Inventory" means all raw materials, work in process, finished goods, and goods held for sale or lease or furnished under contracts of service in which Debtor has or later acquires a right (held by Debtor or by others).

(D) "Receivables". "Receivables" means accounts, instruments, documents, chattel paper, and general intangibles (including but not limited to the accounts subject to this security agreement) in which Debtor has or later acquires rights, including repossessions and returns, except obligations subject to the disclosure requirements of the Consumer Credit Protection Act.

2.4 Term of Grant. Secured Party is hereby granted a security interest in the Collateral as security for the performance by Debtor of all Debtor's obligations arising under this Agreement and retains such interest until Debtor has performed all its obligations under this Agreement.

FINANCING STATEMENTS

3. Concurrently herewith the parties shall execute, on forms approved by the California Secretary of State and Washington Secretary of State, such Financing Statements as the Uniform Commercial Codes of California and Washington may require to be filed to perfect the security interest in the Collateral under this Agreement.

DEBTOR'S COVENANTS

4. Debtor promises:

(A) To pay, or to cause its accountant or other authorized agent to pay, the obligations to Secured Party on all future indebtedness within forty-five (45) days of the date of each invoice submitted to Debtor by Secured Party;

(B) To pay, or to cause its accountant or other authorized agent to pay, all obligations amounts of the Unpaid Receivable by not later than ~~November 15, 2005~~ ^{March} 15, 2005. *Im* *Im*

(C) To keep, or to cause its accountant or other authorized agent to keep, full and accurate books of account, records and other pertinent data in accordance with sound and generally accepted principles of accounting, showing all of the Accounts, and the accounts receivable of Debtor and the revenues received

by Debtor, including cumulative and all other daily records of revenues and payables, and to prepare and furnish to Secured Party, or to cause its accountant or other authorized agent to prepare and furnish to Secured Party, within ten (10) days after the end of each calendar month, a written certified statement of all revenues and receivables of Debtor and a list of all Accounts for said month, signed by an authorized representative of Debtor.

(D) To pay, upon demand, all expenses, including attorneys' fees, incurred by Secured Party in the perfection, preservation, realization, enforcement, and exercise of its rights under this agreement.

(E) To indemnify Secured Party against loss of any kind, including reasonable attorneys' fees, caused to Secured Party by reason of its interest in the Collateral.

(F) Not to dispose of any of the Collateral without first obtaining the express written authorization of Secured Party, except as to Inventory held for sale.

POWER OF ATTORNEY

5. In furtherance of this Agreement, Debtor hereby appoints Secured Party, or any other person whom Secured Party may designate, as Debtor's attorney in fact, with the following powers:

(A) To perform any of Debtor's obligations under the Agreement in Debtor's name or otherwise.

(B) To give notice of Debtor's right to payment, to enforce that right, and to make extension agreements with respect to it.

(C) To release persons liable on rights to payment, to compromise disputes with those persons, and to surrender security, all as Secured Party determines in its sole discretion when acting in good faith based on information known to it when it acts.

(D) To prepare and file financing statements, continuation statements, statements of assignment, termination statements, and the like, as necessary to perfect, protect, preserve, or release Secured Party's interest in the Collateral.

(E) To endorse Debtor's name on instruments, documents, or other forms of payment or security that come into Secured Party's possession.

(F) To take cash in payment of obligations.

(G) To verify information concerning rights to payment by inquiry in its own name or in a fictitious name.

(H) To prepare, execute, and deliver insurance forms; to adjust insurance claims; to receive payment under insurance claims; and to apply such payment to reduce Debtor's obligation.

DEBTOR'S WARRANTIES AND REPRESENTATIONS

6. Debtor covenants, warrants, and represents as follows:

(A) Debtor is a corporation, duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization, and has all necessary authority to conduct its business wherever it is conducted.

(B) Debtor has been authorized to execute and deliver this security agreement. The security agreement is a valid and binding obligation of Debtor. The agreement creates a perfected, first priority security interest enforceable against the Collateral in which Debtor now has rights, and will create a perfected, first priority security interest enforceable against the Collateral in which Debtor later acquires rights, when Debtor acquires those rights.

(C) Neither the execution and delivery of this security agreement, nor the taking of any action in compliance with it, will (1) violate or breach any law, regulation, rule, order, or judicial action binding on Debtor, any agreement to which Debtor is a party, Debtor's articles of incorporation or bylaws; or (2) result in the creation of a lien against the Collateral except that created by this security agreement.

(D) No default or potential default exists in any of Debtor's obligations.

(E) A schedule attached to and made a part of this security agreement states, without exceptions:

- (1) The location of Debtor's chief executive office.
- (2) Debtor's mailing address.
- (3) The location of inventory Collateral.
- (4) The location of records relating to receivables.
- (5) All the names under which Debtor has conducted its business.
- (6) All liens and adverse claims to which the Collateral is subject.
- (7) All financing statements except those naming Secured Party in which Debtor is the debtor.

- (8) Any of the Collateral that consists of fixtures, including the location, legal description, and name of the owner of the real property to which it is affixed. Debtor will notify Secured Party in writing before any change occurs in any of the above.

(F) Debtor owns and has possession of the Collateral, subject only to those liens and adverse claims identified in the schedule referred to in paragraph 6(E).

TERMINATION

7. This agreement will terminate when (a) Debtor completes performance of all obligations to Secured Party, including without limitation, the repayment of all indebtedness by Debtor to Secured Party for the Unpaid Receivable and the invoices; (b) Secured Party has no commitment that could give rise to an obligation; and (c) Debtor has notified Secured Party in writing of the termination.

DEFAULT

8. Debtor will be in default under this agreement if:

(A) Debtor fails to pay fully repay the Unpaid Receivable by November 15, 2004, the invoices when due, any indebtedness provided in this Agreement upon demand, or its entire indebtedness to Secured Party when due, at stated maturity, on accelerated maturity, or otherwise.

(B) Debtor fails to make any remittances required by this agreement.

(C) Debtor commits any breach of this agreement, or any present or future rider or supplement to this agreement, or any other agreement between Debtor and Secured Party evidencing the obligation or securing it.

(D) Any warranty, representation, or statement, made by or on behalf of Debtor in or with respect to the agreement, is false.

(E) The Collateral, or any portion thereof which Secured Party in its sole discretion determines to be material, is lost, stolen, or damaged.

(F) There is a seizure or attachment of, or a levy on, the Collateral.

(G) Debtor ceases operations, is dissolved, terminates its existence, does or fails to do anything that allows obligations to become due before their stated maturity, or becomes insolvent

or unable to meet its debts as they mature, or in the event of business failure, appointment of a receiver for any part of the Collateral, assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency law by or against the Debtor or any guarantor or surety for the Debtor.

(H) Secured Party for any reason deems itself insecure.

REMEDIES

9. When an event of default occurs:

(A) Secured creditor may:

- (1) Declare the obligations immediately due and payable- without demand, presentment, protest, or notice to Debtor, all of which Debtor expressly waives.
- (2) Exercise all rights and remedies available to a secured creditor after default, including but not limited to the rights and remedies of secured creditors under the California Uniform Commercial Code.
- (3) Perform any of Debtor's obligations under this agreement for Debtor's account. Any money expended or obligations incurred in doing so, including reasonable attorneys' fees and interest at the highest rate permitted by law, will be charged to Debtor and added to the obligation secured by this agreement.

(B) Secured creditor's notice of the time and place of public sale of the Collateral, or the time on or after which a private sale or other disposition of the Collateral will be made, is reasonable if sent to Debtor in the manner for giving notice at least five days before the public or private sale.

(C) Debtor must:

- (1) Assemble the Collateral and make it and all records relating to it available to Secured Party as Secured Party directs.
- (2) Allow Secured Party, its representatives, and its agents to enter the premises where all or any part of the Collateral, the records, or both may be, and remove any or all of it.

NO IMPLIED WAIVER

10. Neither the acceptance of any particular or delinquent payment by Secured Party nor Secured Party's failure to exercise any of its rights or remedies on default of Debtor shall be a waiver of the default, a modification of this Agreement or of Debtor's obligations under this Agreement, or a waiver of any subsequent default by Debtor.

ATTORNEY FEES

11. Should litigation or other proceeding be commenced between the parties hereto concerning the Unpaid Receivable, the invoices, any indebtedness of Debtor to Secured Party, the Collateral, this Agreement, or the rights and duties of either in relation thereto, the party, Debtor or Secured Party, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for its attorneys' fees in such litigation, which shall be determined by the court in such litigation or in a separate action brought for that purpose.

ENFORCEMENT EXPENSES

12. Debtor further agrees to reimburse Secured Party immediately upon demand for all costs and expenses, including reasonable attorneys' fees, incurred in the enforcement of this Agreement or the collection of the indebtedness, whether or not suit is filed.

NOTICES

13. Except as otherwise expressly provided in this Agreement or by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, Debtor or Secured Party, by the other party to this Agreement shall be in writing and shall be deemed duly served, given, delivered, and received when personally delivered to the party to whom it is directed, or in lieu of such personal delivery, by facsimile, telegram, express mail, air express carrier or certified mail, return receipt requested. Notices shall be addressed and delivered to the addressees as follows:

IF TO Secured Party:

[REDACTED]

IF TO Debtor:

A.C. LaRocco Pizza Company
Attn: Clarence R. Scott, C.E.O.
North Pines Center
1014 North Pines Road, Suite 202
Spokane, WA 99206-6707
Fax: (509) 922-3085

Notices delivered or sent in accordance herewith, shall be deemed given on the date of delivery if personally delivered; upon receipt if sent by facsimile, telegram, express mail or air express carrier; three (3) business days after mailing, if mailed by certified mail, return receipt requested. Any notice not delivered or sent in accordance herewith, shall be deemed given only upon actual receipt. Any party may change his or its address for notices, by giving written notice to the other parties in accordance herewith.

TIME OF ESSENCE

14. Time is hereby expressly declared to be of the essence of this Agreement.

BINDING ON HEIRS AND ASSIGNS

15. This Agreement and each of its provisions shall be binding on the heirs, executors, administrators, successors, and assigns of each of the parties hereto. Nothing contained in this paragraph, however, shall be deemed a consent to the sale, assignment, or transfer of the Collateral or of Debtor's obligations under this Agreement.

APPLICABLE LAW AND VENUE


16. This Security Agreement shall be interpreted, governed by and enforced in accordance with the laws of the State of California. In any action arising out of this Agreement, the parties consent to the jurisdiction of any competent federal or state court within the county of Los Angeles, California and consents to service of persons by any means authorized by California or federal law unless otherwise agreed in writing. Notwithstanding the foregoing, nothing contained herein shall prevent Secured Party from enforcing its rights and interests by bringing any action arising out of this Agreement, if action is required, within the jurisdiction of any competent federal or state court within the state of Washington, if Secured Party so elects.

SOLE AND ONLY AGREEMENT

17. This instrument constitutes the sole and only agreement between the parties respecting the matters set forth within it and correctly sets forth the rights, duties, and obligations of each to the other with respect thereof, as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are no longer of any force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SECURED PARTY:


a California corporation

By: Irwin Miller - Pres.
Irwin Miller, President

DEBTOR:

A.C. LAROCOCO PIZZA COMPANY
a Washington corporation

By: Clarence R. Scott
Clarence R. Scott, C.E.O.

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, MICHAEL JORDAN FRIEDMAN, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended July 31, 2010 of Fresh Harvest Products, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal controls over financial reporting, or caused such internal controls over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

FRESH HARVEST PRODUCTS, INC.

/s/ Michael Jordan Friedman

Michael Jordan Friedman
Chief Executive Officer, President and Chairman
(Principal Executive Officer)
(Principal Financial/Accounting Officer)

Dated: September 20, 2010

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Fresh Harvest Products, Inc. (the "Registrant") on Form 10-Q for the quarter ended July 31, 2010 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michael Jordan Friedman, Principal Executive Officer and the Principal Financial Officer of the Registrant, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Registrant.

Dated: September 20, 2010

FRESH HARVEST PRODUCTS, INC.

/s/ Michael Jordan Friedman

Michael Jordan Friedman
Chief Executive Officer, President and Chairman
(Principal Executive Officer)
(Principal Financial/Accounting Officer)