



5,000,000 U.S.

Texas All Natural, Inc.

Common Stock

5,000,000 Shares

\$1.00 per Share

Shares Offered: 5,000,000
Price Per Share: \$1.00
Minimum Investment: \$5,000

Texas All Natural, Inc. (the “Company” or “TAN”), a Texas Corporation, is offering 5,000,000 Shares for \$1.00 per Share (par value of \$1.00). The offering price per Share has been arbitrarily determined by the Company. See Risk Factors: Offering Price.

THESE ARE SPECULATIVE SECURITIES WHICH INVOLVE A HIGH DEGREE OF RISK. ONLY THOSE INVESTORS WHO CAN BEAR THE LOSS OF THEIR ENTIRE INVESTMENT SHOULD INVEST IN THESE SHARES. THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), THE SECURITIES LAWS OF THE STATE OF TEXAS, OR UNDER THE SECURITIES LAWS OF ANY OTHER STATE OR JURISDICTION IN RELIANCE UPON THE EXEMPTIONS FROM REGISTRATION PROVIDED BY THE ACT AND REGULATION D RULE 506 PROMULGATED THEREUNDER, AND THE COMPARABLE EXEMPTIONS FROM REGISTRATION PROVIDED BY OTHER APPLICABLE SECURITY LAWS.

	Sale Price	Selling Commissions (2)	Proceeds to Company (3)	
Per Share	\$1.00	\$0.00	\$1.00	100%
Total Offering	\$5,000,000	\$0.00	\$5,000,000	100%

THIS OFFERING IS NOT UNDERWRITTEN. THE OFFERING PRICE HAS BEEN ARBITRARILY SET BY THE MANAGEMENT OF THE COMPANY. THERE CAN BE NO ASSURANCE THAT ANY OF THE SECURITIES WILL BE SOLD.

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The Date of this Memorandum is 1 December 2016.

(1) The Offering is not underwritten. The Shares are offered on a “best efforts” basis by the Company through its officers and directors. All proceeds from the sale of Shares will be delivered directly to the Company’s corporate account and be available for use by the Company at its discretion.

(2) Shares may also be sold by FINRA member brokers or dealers who enter into a Participating Dealer Agreement with the Company, who will receive commissions of up to 10% of the price of the Shares, sold. The Company reserves the right to pay expenses related to this Offering from the proceeds of the Offering. See “PLAN OF PLACEMENT and USE OF PROCEEDS” section.

Offering Summary

This Summary highlights selected information included elsewhere or incorporated by reference in this Memorandum to help you understand the Common Stock of Texas All Natural, Inc. Since this is a summary, you should carefully read this Memorandum, as well as the information incorporated by reference, to fully understand the terms, conditions, and considerations that are important to you in making a decision about whether to invest in the Common Stock. You should also carefully review the “Risk Factors” section to determine whether an investment in our Common Stock is appropriate for you.

Texas All Natural, Inc.

Texas All Natural, Inc. is a manufacturing enterprise that specializes in producing a line of exceptionally cost-effective, yet all natural soil amendments. The Company will provide product in the retail consumer marketplace. The bagged product will be sold through traditional retail outlets such as Wal-Mart, Lowes, Home Depot, etc. Our company has also researched several other potential markets for our product such as golf courses, parks, and cemeteries. In the event that these markets are secured, the stock dividend will increase.

Our products provide consumers with an all-natural alternative to toxic and chemical-based fertilizers that in time will contaminate subsurface water. Some of these are suspected of being carcinogenic. The most outstanding feature of our soil amendment is its natural ability to minimize moisture loss caused by direct sun and wind. Over 60 tests showed how our soil amendment dramatically enhanced water retention. In addition to conserving our precious water resource in flower beds, gardens, and larger crops, its water retention capabilities create a potentially large market on golf courses, parks, and cemeteries located in arid climates during the hot summer months. Our soil amendment also contains a number of important nutrients that can effectively and naturally fertilize plants and vegetables throughout the growing season. This product is able to provide homeowners, and larger commercial ventures, with solutions to their growing needs. It has proven water retention capabilities that will provide greater yields and significant savings. Our product is also extremely cost competitive.

Texas All Natural, Inc.'s office is located at 402 Cypress Street, Suite 602, Abilene Texas 79601. Phone: 325-704-1997 / Fax: 325-704-1997 / Dennis White Cell: 325-338-8122; or Charles Wood Cell: 325-333-2450
 email: TAN@texasallnaturalinc.com

The Offering

The offering is for 5,000,000 shares of the Company's Common Stock. Texas All Natural, Inc. is conducting this offering on a "Private Placement" basis pursuant to exemptions provided by Section 4(2) of the Securities Act, Regulation D thereunder. We have not employed an underwriter for the sale of the Common Stock. All of the shares offered herein will be sold exclusively through designated officers and directors of Texas All Natural, Inc. Sums received by the Company from the sale of the Common Stock are not subject to any escrow requirements and may be used by the Company immediately upon receipt.

Issuer:	Texas All Natural, Inc.
Offering Size:	\$ 5,000,000
Type of Security:	Common Stock
Price per Share:	\$ 1.00
Minimum Investment:	\$5,000.00 U.S.
This offering will end:	when all shares are sold, December 1, 2017, or earlier if directed by the Board of Directors
Shares Outstanding Prior to This Offering:	5,350,000 Common Shares 1,000,000 Preferred Shares
Shares Outstanding After This Offering:	10,350,000 Common Shares 1,000,000 Preferred Shares
Use of Proceeds.....	Plant, Equipment, Inventory & Working Capital

C. How to Invest

Prospective Investors wishing to purchase shares of common stock must first complete the subscription agreement and investor questionnaire located in this offering circular as Exhibit B & C in its entirety and return an original executed copy of the document along with payment for the number of shares subscribed to in the form of check, cashier's check, or money order made payable to:

Texas All Natural, Inc.

402 Cypress Street, Suite 602
Abilene, Texas 79601

Payment can also be submitted electronically. If you wish to obtain additional information, ask questions, or would like to speak with an officer of the Company, please call 325-704-1997 or email: TAN@texasallnaturalinc.com

TEXAS ALL NATURAL, INC. RESERVES THE RIGHT TO APPROVE OR DISAPPROVE EACH INVESTOR AND TO ACCEPT OR REJECT ANY INVESTMENT IN WHOLE OR INPART, IN OUR SOLE DISCRETION. SEE "Investor Suitability Requirements".

The Offering will terminate on the earliest of: (a) the date the Company, in its discretion, elects to terminate, or (b) the date upon which all Shares have been sold, or (c) December 01, 2017, or such date as may be extended from time to time by the Company, but not later than 180 days thereafter (the "Offering Period").

THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES AGENCY, NOR HAS ANY SUCH REGULATORY BODY REVIEWED THIS OFFERING MEMORANDUM FOR ACCURACY OR COMPLETENESS. BECAUSE THESE SECURITIES HAVE NOT BEEN SO REGISTERED, THERE MAY BE RESTRICTIONS ON THEIR TRANSFERABILITY OR RESALE BY AN INVESTOR. EACH PROSPECTIVE INVESTOR SHOULD PROCEED ON THE ASSUMPTION THAT HE MUST BEAR THE ECONOMIC RISKS OF THE INVESTMENT FOR AN INDEFINITE PERIOD, SINCE THE SECURITIES MAY NOT BE SOLD UNLESS, AMONG OTHER THINGS, THEY ARE SUBSEQUENTLY REGISTERED UNDER THE APPLICABLE SECURITIES ACTS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. THERE IS NO TRADING MARKET FOR THE COMPANY'S SHARES AND THERE CAN BE NO ASSURANCE THAT ANY MARKET WILL DEVELOP IN THE FUTURE OR THAT THE SHARES WILL BE ACCEPTED FOR INCLUSION ON NASDAQ OR ANY OTHER TRADING EXCHANGE AT ANY TIME IN THE FUTURE. THE COMPANY IS NOT OBLIGATED TO REGISTER FOR SALE UNDER EITHER FEDERAL OR STATE SECURITIES LAWS THE SHARES PURCHASED PURSUANT HERETO, AND THE ISSUANCE OF THE SHARES IS BEING UNDERTAKEN PURSUANT TO RULE 506 OF REGULATION D UNDER THE SECURITIES ACT. ACCORDINGLY, THE SALE, TRANSFER, OR OTHER DISPOSITION OF ANY OF THE SHARES, WHICH ARE PURCHASED PURSUANT HERETO, MAY BE RESTRICTED BY APPLICABLE FEDERAL OR STATE SECURITIES LAWS

(DEPENDING ON THE RESIDENCY OF THE INVESTOR) AND BY THE PROVISIONS OF THE SUBSCRIPTION AGREEMENT REFERRED TO HEREIN. THE OFFERING PRICE OF THE SECURITIES TO WHICH THE CONFIDENTIAL TERM SHEET RELATES HAS BEEN ARBITRARILY ESTABLISHED BY THE COMPANY AND DOES NOT NECESSARILY BEAR ANY SPECIFIC RELATION TO THE ASSETS, BOOK VALUE OR POTENTIAL EARNINGS OF THE COMPANY OR ANY OTHER RECOGNIZED CRITERIA OF VALUE.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION NOT CONTAINED IN THE MEMORANDUM AND ANY INFORMATION OR REPRESENTATION NOT CONTAINED HEREIN MUST NOT BE RELIED UPON. NOTHING IN THIS MEMORANDUM SHOULD BE CONSTRUED AS LEGAL OR TAX ADVICE.

THE MANAGEMENT OF THE COMPANY HAS PROVIDED ALL OF THE INFORMATION STATED HEREIN. THE COMPANY MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS OF THIS INFORMATION OR, IN THE CASE OF PROJECTIONS, ESTIMATES, FUTURE PLANS, OR FORWARD LOOKING ASSUMPTIONS OR STATEMENTS, AS TO THEIR ATTAINABILITY OR THE ACCURACY AND COMPLETENESS OF THE ASSUMPTIONS FROM WHICH THEY ARE DERIVED, AND IT IS EXPECTED THAT EACH PROSPECTIVE INVESTOR WILL PURSUE HIS, HER, OR ITS OWN INDEPENDENT INVESTIGATION. IT MUST BE RECOGNIZED THAT ESTIMATES OF THE COMPANY'S PERFORMANCE ARE NECESSARILY SUBJECT TO A HIGH DEGREE OF UNCERTAINTY AND MAY VARY MATERIALLY FROM ACTUAL RESULTS.

THE EXHIBITS HERETO AND DOCUMENTS SUMMARIZED HEREIN, OR AS PROVIDED FOR UNDER REGULATION D OF THE SECURITIES ACT OF 1933. OTHER THAN THE COMPANY'S MANAGEMENT, NO ONE HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION WITH RESPECT TO THE COMPANY OR THE SHARES THAT IS NOT CONTAINED IN THIS MEMORANDUM. PROSPECTIVE INVESTORS SHOULD NOT RELY ON ANY INFORMATION NOT CONTAINED IN THIS MEMORANDUM.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER IF THE PROSPECTIVE INVESTOR IS NOT QUALIFIED UNDER APPLICABLE SECURITIES LAWS. THIS OFFERING IS MADE SUBJECT TO WITHDRAWAL, CANCELLATION, OR MODIFICATION BY THE COMPANY WITHOUT NOTICE AND SOLELY AT THE COMPANY'S DISCRETION. THE COMPANY RESERVES THE RIGHT TO REJECT ANY SUBSCRIPTION OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE NUMBER OF SHARES SUBSCRIBED FOR BY SUCH PROSPECTIVE INVESTOR.

THIS MEMORANDUM HAS BEEN PREPARED SOLELY FOR THE INFORMATION OF THE PERSON TO WHOM IT HAS BEEN DELIVERED BY OR ON BEHALF OF THE

COMPANY. DISTRIBUTION OF THIS MEMORANDUM TO ANY PERSON OTHER THAN THE PROSPECTIVE INVESTOR TO WHOM THIS MEMORANDUM IS DELIVERED BY THE COMPANY AND THOSE PERSONS RETAINED TO ADVISE THEM WITH RESPECT THERETO IS UNAUTHORIZED. ANY REPRODUCTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY OF THE CONTENTS WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY IS STRICTLY PROHIBITED. EACH PROSPECTIVE INVESTOR, BY ACCEPTING DELIVERY OF THIS MEMORANDUM, AGREES TO RETURN IT AND ALL OTHER DOCUMENTS RECEIVED BY THEM TO THE COMPANY IF THE PROSPECTIVE INVESTOR'S SUBSCRIPTION IS NOT ACCEPTED OR IF THE OFFERING IS TERMINATED.

BY ACCEPTANCE OF THIS MEMORANDUM, PROSPECTIVE INVESTORS RECOGNIZE AND ACCEPT THE NEED TO CONDUCT THEIR OWN THOROUGH INVESTIGATION AND DUE DILIGENCE BEFORE CONSIDERING A PURCHASE OF THE SHARES. THE CONTENTS OF THIS MEMORANDUM SHOULD NOT BE CONSIDERED TO BE INVESTMENT, TAX, OR LEGAL ADVICE AND EACH PROSPECTIVE INVESTOR SHOULD CONSULT WITH THEIR OWN COUNSEL AND ADVISORS AS TO ALL MATTERS CONCERNING AN INVESTMENT IN THIS OFFERING.

CONFIDENTIAL INFORMATION

THE INFORMATION CONTAINED IN THIS MEMORANDUM IS CONFIDENTIAL AND PROPRIETARY TO THE COMPANY AND IS BEING SUBMITTED TO PROSPECTIVE INVESTORS IN THE COMPANY SOLELY FOR SUCH INVESTORS' CONFIDENTIAL USE WITH THE EXPRESS UNDERSTANDING THAT WITHOUT THE PRIOR EXPRESS PERMISSION OF THE COMPANY, SUCH PERSONS WILL NOT RELEASE THIS DOCUMENT OR DISCUSS THE INFORMATION HEREIN OR MAKE REPRODUCTIONS OR USE IT FOR ANY PURPOSE OTHER THAN EVALUATING A POTENTIAL INVESTMENT IN THE SHARES OF THE COMPANY.

A PROSPECTIVE INVESTOR, BY ACCEPTING DELIVERY OF THIS MEMORANDUM, AGREES PROMPTLY TO RETURN TO THE COMPANY THIS MEMORANDUM AND ANY OTHER DOCUMENTS OR INFORMATION FURNISHED IF THE PROSPECTIVE INVESTOR ELECTS NOT TO PURCHASE ANY OF THE COMMON SHARES OFFERED HEREBY.

THE INFORMATION PRESENTED HEREIN WAS PREPARED BY THE COMPANY AND IS BEING FURNISHED BY THE COMPANY SOLELY FOR USE BY PROSPECTIVE INVESTORS IN CONNECTION WITH THIS OFFERING.

THIS MEMORANDUM DOES NOT PURPORT TO BE ALL INCLUSIVE OR TO CONTAIN ALL THE INFORMATION THAT A PROSPECTIVE INVESTOR MAY DESIRE IN ITS OWN EVALUATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED IN MAKING AN INVESTMENT DECISION WITH RESPECT TO THE SHARES. SEE "RISK FACTORS" FOR A DISCUSSION OF CERTAIN FACTORS WHICH SHOULD BE CONSIDERED IN CONNECTION WITH THE PURCHASE OF SHARES.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY PRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM IN CONNECTION WITH THE OFFERING MADE HEREBY, AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY. THE COMPANY DISCLAIMS ANY AND ALL LIABILITIES FOR REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, CONTAINED IN, OR OMITTED FROM, THIS MEMORANDUM OR ANY OTHER WRITTEN OR ORAL COMMUNICATIONS TRANSMITTED OR MADE AVAILABLE TO THE RECIPIENT. EACH INVESTOR WILL BE ENTITLED TO RELY SOLELY ON THOSE REPRESENTATIONS AND WARRANTIES THAT MAY BE MADE TO IT IN ANY FINAL PURCHASE AGREEMENT RELATING TO THE SHARES.

Texas All Natural, Inc. names, marks and logos are trademarks of the Company. This Memorandum may also include trademarks of other companies. All other trademarks referred to in this Memorandum are the property of their respective owners.

PRIVATE PLACEMENT PROCEDURES

We undertake to make available to every investor, during the course of the transaction and prior to sale, the opportunity to ask questions of and receive answers from us concerning the terms and conditions of the offering, and to obtain any appropriate additional information necessary to verify the accuracy of the information contained in this Memorandum, or for any other purpose relevant to a prospective investment in the Common Shares offered in this Memorandum.

All communications or inquiries relating to these materials or to a possible transaction involving the Company should be directed to the following individuals at Texas All Natural, Inc.

President's Corporate Office

Dennis M. White

402 Cypress Street, Suite 602

Abilene, Texas 79601

Phone: 325-704-1997

I. SUMMARY OF THE OFFERING

The following material is intended to summarize information contained elsewhere in this Limited Offering Memorandum (the “Memorandum”). This summary is qualified in its entirety by express reference to this Memorandum and the materials referred to and contained herein. Each prospective subscriber should carefully review the entire Memorandum and all materials referred to herein and conduct his or her own due diligence before subscribing for Shares.

a) The Company

Texas All Natural, Inc. (“TAN”, or the “Company”), began operations in November 2016, with the purpose of manufacturing and marketing an exceptional line of organic soil amendment products with a variety of naturally occurring nutrients. The Company’s legal structure was formed as a Corporation under the laws of the State of Texas in November 2016. Its principal offices are presently located at 402 Cypress Street, Suite 602, Abilene, TX 79601. The Company’s telephone number is 325-704-1997. The President of the Company is Dennis White.

b) Products

Texas All Natural Soil Amendment is 100% naturally organic. It is also environmentally friendly, and will help preserve our precious water resource. Its rich nutrients will rebuild and recondition the garden soil as it naturally decomposes. When mixed with the garden soil it will enhance unrestricted root growth and allow the soil to breathe easier. It will also prevent the soil from hardening, shrinking, or cracking. Texas All Natural Soil Amendment is not a manufactured chemical fertilizer that can be harmful to the water supply, wildlife, and livestock. Texas All Natural, Inc intends to target the agriculture market, and urban retail consumer market, along with public works and municipalities. We will initially offer our product in bags for the retail market through traditional retailers such as Wal-Mart, Home Depot, and various garden centers.

c) Market

Today, the demand in the U.S. fertilizer/soil amendment industry has reached \$28 billion, and is expected to grow at a rate of 4½% annually. International markets remain several times larger and continue to develop.

d) Offering Liability

Each prospective investor should carefully review the Business Plan referenced in association with this Memorandum as a separate document before purchasing Shares. Management makes no representations as to the accuracy or achievability of the underlying assumptions and projected results contained herein.

e) Risk Factors

See “RISK FACTORS” section in this Memorandum for certain factors that could adversely affect an investment in the Shares. Those factors include, but are not limited to unanticipated obstacles to the execution of the Business Plan, general economic factors, and the success of

this offering in forming the necessary capital to execute the Company's business plans.

f) Use of Proceeds

Proceeds from the sale of Shares will be utilized for the purchase of initial plant, equipment, operating supplies, initial inventory, marketing, advertising, salaries, working capital, and various other general and administrative purposes. See "USE OF PROCEEDS" section.

g) Minimum Offering Proceeds –No Escrow of Subscription Proceeds

The Company has set a minimum offering of \$5,000. All proceeds from the sale of Shares will be delivered directly to the Company and will be immediately available to be utilized by the Company. The Company has opened an operating account with a local bank for the convenience of use and payments. See "PLAN OF PLACEMENT" section.

II. DESCRIPTION OF SHARES

a) The Offering

The Company's initial offering is for a maximum of 5,000,000 Common Shares at a price of \$1.00 per Share, \$1.00 par value per Share. Upon completion of the Offering, there will be 10,350,000 Common Shares issued and outstanding. Each purchaser must execute a Subscription Agreement making certain representations and warranties to the Company, including such purchaser's qualifications as an Accredited Investor as defined by the Securities and Exchange Commission in Rule 501(a) of Regulation D promulgated, or one of 35 Non-Accredited Investors that may be allowed to purchase Shares in this offering. See "REQUIREMENTS FOR PURCHASERS" section.

The Common Shares of ownership are equal in all respects, and upon completion of the Offering, the Common and Preferred Shares, will comprise the only representation of ownership that the Company will have issued and outstanding to date, upon close of the Offering.

Shares are not redeemable and do not have conversion rights. The Shares currently outstanding are, and the Shares to be issued upon completion of this Offering will be, fully paid and non-assessable.

In the event of the dissolution, liquidation or winding up of the Company, the assets then legally available for distribution to the shareholders will be distributed ratably among such shareholders in proportion to their Shares.

Shareholders are only entitled to profit distributions proportionate to their Shares of ownership when and if declared by the Board of Directors out of funds legally available. The Company to date has not given any such profit distributions. Future profit distribution policies are subject to the discretion of the Board of Directors and will depend upon a number of factors, including among other things, the capital requirements and the financial condition of the Company.

b) Corporate Ground Floor/Founder Common Stock Share Owners:

Prior to this offering of Common Stock Shares (5,000,000), the number of Common Shares issued and outstanding and Preferred Stock Shares are as follows:

Dennis M. White.....	2,475,000
Charles L. Wood.....	2,464,000
Ben & Crystal Pape	100,000
Dale Porter	100,000
Andrew McComack.....	50,000
Beau & Tasha Thompson	30,000
Steven and Carolyn Bigelow	25,000
Joshua and Tanya White	20,000
Nancy Griffiths.....	20,000
Trent Haverfield and Beau Thompson	20,000
Terry McGhee	20,000
Gwendolyn Boyd.....	10,000
Daniel White	10,000
Robert & Laverne Williams.....	5,000
Patrick & Crystal Goodman.....	1,000
Total Founder Common Stock Shares.....	<u>5,350,000</u>

Preferred Stock Owners:

Dennis M. White.....	500,000 Preferred Stock Shares
Charles L. Wood.....	500,000 Preferred Stock Shares

Founder Shareholders	5,350,000 Common Stock Shares
New Shareholder.....	5,000,000 Common Stock Shares
Texas All Natural.....	89,650,000 Unallocated Common Stock shares held in reserve

Each Common shareholder is entitled to one vote for each Share held on each matter submitted to a vote of the shareholders. Each Preferred Share is entitled to 500 votes per share held on each matter submitted to a vote of the shareholders. The Preferred Shares will not be entitled to any ownership or dividends.

The Unallocated Shares will only be used for plant construction, associated support equipment and securing product acreage when current earnings may not be sufficient to support the demand for rapid growth and market control.

III. DILUTION

The purchasers of the Shares offered by this Memorandum will experience an immediate and substantial dilution of their investments. In this Private Placement Offering there are 10,350,000 Common Shares authorized of which 5,350,000 Shares are currently issued and outstanding. The net tangible book value per Share of the Company's ownership was approximately \$0.00 at December 01, 2016. Net tangible book value per Share of Common Stock is equal to the Company's total tangible assets less its total liabilities, divided by the total number of outstanding Shares of Common Stock. Upon completion of this Offering, the net tangible book value for the Common Shares, which are now outstanding, will be increased with corresponding dilution for the Shares sold to investors.

The following reflects the dilution to be incurred by the investors. "Dilution" is determined by subtracting the net tangible book value per Shareholders Share after the Offering from the Offering price. If the expected maximum number of Shares offered hereby is sold, of which there can be no assurance, there will be 10,350,000 Common Shares outstanding with net tangible book value of approximately \$0.49 per Share. This represents an immediate increase in net tangible book value from \$0.00 to \$0.49 per Share to existing shareholders and an immediate dilution of \$1.00 to \$0.49 per Share to purchasers of Shares in this Offering.

IV. USE OF PROCEEDS

The Company seeks to raise gross proceeds of \$5,000,000 from the sale of Shares of Common Stock in this Offering. The Company intends to apply these proceeds substantially as set forth herein, subject only to reallocation by Management in the best interests of the Company.

a). Sale of Equity

<u>Category</u>	<u>Total Proceeds</u>	<u>Percentage of Total Proceeds</u>
Proceeds from sale of shares	\$5,000,000	100%

b). Offering Expense & Commissions

<u>Category</u>	<u>Proceeds</u>	<u>Total Proceeds</u>
Offering Expenses (1)	\$0.00	\$0.00
Brokerage Commission (2)	\$0.00	\$0.00
Total Offering Fees	\$0.00	\$0.00

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering.

(2) This Offering is being sold by the Officers & Directors of the Company. No compensatory sales fees or related commissions will be paid to them. Registered broker or dealers who are members of the FINRA and who enter into a Participating Dealer Agreement with the Company may sell units. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Units sold.

c). Corporate Application of Proceeds

Category	Maximum Proceeds	Percentage of Total Proceeds
Initial Facility	\$1,000,000	20.00%
Equipment Purchases	\$1,000,000	20.00%
Inventory Production	\$1,000,000	20.00%
Administrative & Marketing	\$1,000,000	20.00%
Working Capital	\$1,000,000	20.00%
Total Corporate Use	\$5,000,000	100.00%

d). Total Use of Proceeds

Category	Maximum Proceeds	Percentage of Total Proceeds
Offering Expenses & Commissions	\$-0-	0.00%
Corporate Application of Proceeds	\$5,000,000	100.00%
Total Proceeds	\$5,000,000	100.00%

V. ADVISORY BOARD

In addition to the current Board of Directors, it is the policy of Texas All Natural to seek advice and counsel of highly qualified business and industry professionals and experts to assist the management team to make appropriate decisions and choose the most effective course of action. These individuals are not responsible for management decisions nor are they compensated for their participation on Texas All Natural Inc's Advisory Board.

VI. Registrar

The Company's President will serve as the Company's domestic registrar:

Dennis M. White –President
Texas All Natural
Suite 602
402 Cypress Street
Abilene, TX 79601

VII. TRANSFER AGENT

The Company has appointed Colonial Transfer Company, Inc. to act as agent with respect to both its Common and Preferred shares.

Colonial Transfer Company, Inc.
66 Exchange Place
Suite 100
Salt Lake City, Utah 84111

Subscription Period

The Offering will terminate on the earliest of: (a) the date the Company, in its discretion, elects to terminate, or (b) the date upon which all Shares have been sold, or (c) December 1, 2017, or such date as may be extended from time to time by the Company, but not later than 180 days thereafter (the "Offering Period".)

VIII. REQUIREMENTS FOR PURCHASERS

Prospective purchasers of the Shares offered by this Memorandum should give careful consideration to certain risk factors described under “RISK AND OTHER IMPORTANT FACTORS” section and especially to the speculative nature of this investment and the limitations described under that caption with respect to the lack of a readily available market for the Shares and the resulting long term nature of any investment in the Company.

a) General Suitability Standards

The Shares will not be sold to any person unless such prospective purchaser or his or her duly authorized representative shall have represented in writing to the Company in a Subscription Agreement that:

i. The prospective purchaser has adequate means of providing for his or her current needs and personal contingencies and has no need for liquidity in the investment of the Shares;

ii. The prospective purchaser’s overall commitment to investments which are not readily marketable is not disproportionate to his, her, or its net worth and the investment in the Shares will not cause such overall commitment to become excessive; and

iii. The prospective purchaser is an “Accredited Investor” (as defined below) suitable for purchase in the Shares.

iv. Each person acquiring Shares will be required to represent that he, she, or it is purchasing the Shares for his, her, or its own account for investment purposes and not with a view to resale or distribution. See “SUBSCRIPTION FOR SHARES” section.

The Company will conduct the Offering in such a manner that Shares may be sold to “Accredited Investors” as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933 (the “Securities Act”), or to a maximum of 35 “Non-Accredited Investors” that may be allowed to purchase Shares in this offering.

b) Accredited Investors

A prospective investor will qualify as an “Accredited Investor” in the event that any one of the following criteria is met:

i. Any natural person whose individual net worth, or joint net worth with that person’s spouse, at the time of his purchase, exceeds \$1,000,000;

ii. Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person’s spouse in excess of \$300,000 in each of those years and who has a reasonable expectation of reaching the same income level in the current year;

iii. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities and Exchange Act of 1934 (the “Exchange Act”); any insurance company as defined in Section 2(13) of the Exchange Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company (SBIC) licensed by the U.S.

Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are Accredited Investors;

iv. Any private business development company as defined in Section 202(a) (22) of the Investment Advisers Act of 1940;

v. Any organization described in Section 501(c)(3)(d) of the Internal Revenue Code, corporation, business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;

vi. Any director or executive officer, or general partner of the issuer of the securities being sold, or any director, executive officer, or general partner of a general partner of that issuer;

vii. Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Section 506(b)(2)(ii) of Regulation D adopted under the Act; and

viii. Any entity in which all the equity owners are Accredited Investors.

c) Non-Accredited Investors

An investor who does not meet the net worth requirements for an accredited investor under the Securities & Exchange Commission's Regulation D. A non-accredited individual investor is one who has a net worth of less than \$1 million (including spouse) and who earned less than \$200,000 annually (\$300,000 with spouse) in the last two years. The limits for "Non-Accredited Investors" are as follows:

i. If you make less than \$100,000 per year or your net worth is below that amount, you can invest up to either the greater of \$2,000 or the lesser of 5% of your income or net worth.

ii. If your annual income and your net worth exceed \$100,000, you can invest up to 10% of your income or net worth, whichever is less, up to a total limit of \$100,000.

d) Other Requirements

No subscription for the Shares will be accepted from any investor unless he is acquiring the Shares for his own account (or accounts as to which he has sole investment discretion), for investment and without any view to sale, distribution or disposition thereof. Each prospective purchaser of Shares may be required to furnish such information as the Company may require determining whether any person or entity purchasing Shares is an Accredited Investor, or Non-Accredited Investor who may purchase Shares.

IX. FORWARD LOOKING INFORMATION

Some of the statements contained in this Memorandum, including information incorporated by reference, discuss future expectations, or state other forward looking information. Those statements are subject to known and unknown risks, uncertainties and other factors, several of which are beyond the Company's control, which could cause the actual results to differ materially from those contemplated by the statements. The forward-looking information is based on various factors and was derived using numerous assumptions. In light of the risks, assumptions, and uncertainties involved, there can be no assurance that the forward-looking information contained in this Memorandum will in fact transpire or prove to be accurate.

Important factors that may cause the actual results to differ from those expressed within may include, but are not limited to:

- a) The success or failure of the Company's efforts to successfully market its products and services as scheduled;
- b) The Company's ability to attract, build, and maintain a customer base;
- c) The Company's ability to attract and retain quality employees;
- d) The effect of changing economic conditions;
- e) The ability of the Company to obtain adequate debt or alternate financing if only a fraction of this Offering is sold.

These along with other risks, which are described under "RISK FACTORS" may be described in future communications to shareholders. The Company makes no representation and undertakes no obligation to update the forward-looking information to reflect actual results or changes in assumptions or other factors that could affect those statements.

X. RISK FACTORS

Investing in the Company's Shares is very risky. You should be able to bear a complete loss of your investment. You should carefully consider the following factors, including those not listed or not deemed vital by management.

a) Development Stage Business

Texas All Natural, Inc. commenced operations in November, 2016 and is organized as a Corporation under the laws of the State of Texas. Accordingly, the Company has only a limited history which makes an evaluation of its prospects and future performance difficult. The Company's proposed operations are subject to all business risks associated with new enterprises. The likelihood of the Company's success must be considered in light of the problems, expenses, difficulties, complications, and delays frequently encountered in connection with the expansion of a business, operation in a competitive industry, and the continued development of advertising, promotions and a corresponding customer base. There is a possibility that the Company could sustain losses in the future. There can be no assurances that Texas All Natural, Inc. will reach profitable operations.

b) Inadequacy of Funds

Gross offering proceeds of a maximum of \$5,000,000 may be realized. Management believes that such proceeds will capitalize and sustain Texas All Natural, Inc. sufficiently to allow for the implementation of the Company's Business Plans. If only a fraction of this Offering is sold, or if certain assumptions contained in Management's business plans prove to be incorrect, the Company may have inadequate funds to fully develop its business and may need additional financing including debt financing or other capital investment to fully implement the Company's business plans. If this alternative capital is available, it may not be on terms and conditions that are acceptable or conducive to the Company's success.

c) Dependence on Management

In the early stages of development, the Company's business will be significantly dependent on the Company's management team. The Company's success will be particularly dependent upon: Charles Wood and Dennis White. The loss of Charles Wood, Dennis White and/or any individuals could have a material adverse effect on the Company. See "MANAGEMENT" section.

d) Risks Associated with Expansion

Upon completion of the initial start-up and beginning operations, the Company plans to expand its business through the introduction of a sophisticated marketing campaign. Any expansion of operations the Company may undertake will entail risks. Such actions may involve specific operational activities, which may negatively impact the profitability of the Company. Consequently, shareholders must assume the risk that such expansion may ultimately involve expenditures of funds beyond the resources available to the Company at that time; and management of such expanded operations may divert Management's attention and resources away from its existing operations. All of these factors may have a material adverse effect on the Company's present and prospective business activities.

e) Customer Base and Market Acceptance

While the Company believes, it can further develop a substantial customer base, through the marketing and promotion of the Company's product line, the inability of the Company to further develop and expand such a customer base could have a material adverse effect on the Company. Although the Company believes that its product matrix offer significant advantages over competitive companies and products, no assurance can be given that Company's products will attain a degree of market acceptance on a sustained basis or that it will generate revenues sufficient for sustained profitable operations. Failure of the market to accept the Company's products could result in the failure of the company and the entire loss of your investment.

f) Competition

While there does exist current competition, Management believes that Texas All Natural, Inc.'s products are highly competitive in both terms of price, quality, and attributes as well as being positioned as top quality and unique in nature. The expertise of Management, combined with the innovative nature of its marketing approach, sets the Company apart from its competitors. However, there is the possibility that current or new competitors could seize upon Texas All

Natural, Inc.'s business model and produce competing products or services with similar focus. Likewise, these new competitors could be better capitalized than Texas All Natural, Inc., which could give them a significant advantage. There is the possibility that the competitors could capture a significant market share of Texas All Natural, Inc.'s intended market.

g) Trend in Consumer Preferences and Spending

The Company's operating results may fluctuate significantly from period to period as a result of a variety of factors. Some of the factors include: purchasing patterns of customers, competitive pricing, debt service and principal reduction payments, general economic conditions, and seasonal purchasing patterns. There is no assurance that the Company will be successful in marketing any of its products, or that the revenues from the sale of such products will be significant. Consequently, the Company's revenues may vary by quarter, and the Company's operating results may experience fluctuations.

h) Risks of Borrowing

If the Company incurs indebtedness, a portion of its cash flow will have to be dedicated to the payment of principal and interest on such indebtedness. Typical loan agreements also might contain restrictive covenants, which may impair the Company's operating flexibility. Such loan agreements would also provide for default under certain circumstances, such as failure to meet certain financial covenants. A default under a loan agreement could result in the loan becoming immediately due and payable and, if unpaid, a judgment in favor of such lender which would be senior to the rights of shareholders of the Company. A judgment creditor would have the right to foreclose on any of the Company's assets resulting in a material adverse effect on the Company's business, operating results or financial condition.

i) Unanticipated Obstacles to Execution of the Business Plan

The Company's business plans may change significantly. Many of the Company's potential business endeavors are capital intensive and may be subject to statutory or regulatory requirements. Management believes that the Company's chosen activities and strategies are achievable in light of current economic and legal conditions with the skills, background, and knowledge of the Company's principals and advisers. Management reserves the right to make significant modifications to the Company's stated strategies depending on future events.

j) Management Discretion as to Use of Proceeds

The net proceeds from this Offering will be used for the purposes described under "Use of Proceeds." The Company reserves the right to use the funds obtained from this Offering for other similar purposes not presently contemplated which it deems to be in the best interests of the Company and its shareholders in order to address changed circumstances or opportunities. As a result of the foregoing, the success of the Company will be substantially dependent upon the discretion and judgment of Management with respect to application and allocation of the net proceeds of this Offering. Investors for the Shares offered hereby will be entrusting their funds to the Company's Management, upon whose judgment and discretion the investors must depend.

k) Control by Management

As of November 2016, the Company's Board of Directors owned approximately 94% of the Company's outstanding Common Stock Shares and 100% of the Preferred Shares. Upon completion of this Offering, the Company's Shareholders will own approximately 54% of the issued and outstanding Common Shares. The ownership of the Preferred Shares; which are considered a "super voting class" of stock, will allow the management to continue to control Texas All Natural, Inc. The management's 1,000,000 shares of preferred stock will not share in the ownership of Texas All Natural, Inc. or any dividends, but will control 500 voting rights for each share of preferred stock. Investor shareholders will own a minority percentage of the Company's voting rights and will not have the ability to control either a vote of the Company's Board of Directors or any appointed officers. See "BOARD OF DIRECTORS" section.

l) Return of Profits

The Company intends to retain any initial future earnings to fund operations and expand the Company's business. A shareholder will be entitled to receive revenue profits proportionate to the number of Shares held by that shareholder. The Company's Management, will determine a profit distribution plan based upon the Company's results of operations, financial condition, capital requirements, and other circumstances. See "DESCRIPTION OF SECURITIES" section.

m) No Assurances of Protection for Proprietary Rights; Reliance on Trade Secrets

In certain cases, the Company may rely on trade secrets to protect intellectual property, proprietary technology and processes, which the Company has acquired, developed or may develop in the future. There can be no assurances that secrecy obligations will be honored or that others will not independently develop similar or superior products or technology. The protection of intellectual property and/or proprietary technology through claims of trade secret status has been the subject of increasing claims and litigation by various companies both in order to protect proprietary rights as well as for competitive reasons even where proprietary claims are unsubstantiated. The prosecution of proprietary claims or the defense of such claims is costly and uncertain given the uncertainty and rapid development of the principles of law pertaining to this area. The Company, in common with other firms, may also be subject to claims by other parties with regard to the use of intellectual property, technology information and data, which may be deemed proprietary to others.

n) Limited Transferability and Liquidity

To satisfy the requirements of certain exemptions from registration under the Securities Act, and to conform with applicable state securities laws, each investor must acquire his Shares for investment purposes only and not with a view towards distribution. Consequently, certain conditions of the Securities Act may need to be satisfied prior to any sale, transfer, or other disposition of the Shares. Some of these conditions may include a minimum holding period, availability of certain reports, including financial statements from Texas All Natural, Inc.'s limitations on the percentage of Shares sold and the manner in which they are sold. Texas All Natural, Inc. can prohibit any sale, transfer or disposition unless it receives an opinion of

counsel provided at the holder's expense, in a form satisfactory to Texas All Natural, Inc. stating that the proposed sale, transfer or other disposition will not result in a violation of applicable federal or state securities laws and regulations. No public market exists for the Shares and no market is expected to develop. Consequently, owners of the Shares may have to hold their investment indefinitely and may not be able to liquidate their investments in Texas All Natural, Inc. or pledge them as collateral for a loan in the event of an emergency.

o) Broker – Dealer Sales of Shares

The Company's Shares are not presently included for trading on any exchange, and there can be no assurances that the Company will ultimately be registered on any exchange. The NASDAQ Stock Market, Inc. has recently enacted certain changes to the entry and maintenance criteria for listing eligibility on the NASDAQ Small Cap Market. The entry standards require at least \$4 million in net tangible assets or \$750,000 net income in two of the last three years. The proposed entry standards would also require a public float of at least \$1 million shares, \$5 million value of public float, a minimum bid price of \$2.00 per share, at least three market makers, and at least 300 shareholders. The maintenance standards (as opposed to entry standards) require at least \$2million in net tangible assets or \$500,000 in net income in two of the last three years, a public float of at least 500,000 shares, a \$1 million market value of public float, a minimum bid price of \$1.00 per share, at least two market makers, and at least 300 shareholders.

No assurance can be given that the Shareholders Share of the Company will ever qualify for inclusion on the NASDAQ System or any other trading market until such time as the Managing Shareholders deem it necessary and viable. As a result, the Company's Shares are covered by a Securities and Exchange Commission rule that opposes additional sales practice requirements on broker-dealers who sell such securities to persons other than established customers and accredited investors. For transactions covered by the rule, the broker-dealer must make a special suitability determination for the purchaser and receive the purchaser's written agreement to the transaction prior to the sale. Consequently, the rule may affect the ability of broker-dealers to sell the Company's securities and will also affect the ability of shareholders to sell their Shares in the secondary market.

p) Long Term Nature of Investment

An investment in the Shares may be long term before becoming liquid. As discussed above, the offer and sale of the Shares will not be registered under the Securities Act or any foreign or state securities laws by reason of exemptions from such registration, which depends in part on the investment intent of the investors. Prospective investors will be required to represent in writing that they are purchasing the Shares for their own account for long-term investment and not with a view towards resale or distribution. Accordingly, purchasers of Shares must be willing and able to bear the economic risk of their investment for an indefinite period of time. It is likely that investors will not be able to liquidate their investment in the event of an emergency.

q) No Current Market for Shares

There is no current market for the Shares offered in this private Offering and no market is expected to develop in the near future.

r) Compliance with Securities Laws

The Shares are being offered for sale in reliance upon certain exemptions from the registration requirements of the Securities Act, applicable Texas Securities Laws, and other applicable state securities laws. If the sale of Shares were to fail to qualify for these exemptions, purchasers may seek rescission of their purchases of Shares. If a number of purchasers were to obtain rescission, Texas All Natural, Inc. would face significant financial demands, which could adversely affect Texas All Natural, Inc. as a whole, as well as any non-rescinding purchasers.

s) Offering Price

The price of the Shares offered has been arbitrarily established by Texas All Natural, Inc. considering such matters as the state of the Company's business development and the general condition of the industry in which it operates. The Offering price bears little relationship to the assets, net worth, or any other objective criteria of value applicable to Texas All Natural, Inc.

t) Lack of Firm Underwriter

The Shares are offered on a "best efforts" basis by the company's officers and directors of Texas All Natural, Inc. without compensation and on a "best efforts" basis through certain FINRA registered broker-dealers, which enter into Participating Broker-Dealer Agreements with the Company. Accordingly, there is no assurance that the Company, or any FINRA broker-dealer, will sell the maximum Shares offered or any lesser amount.

u) Projections: Forward Looking Information

Management has prepared projections regarding Texas All Natural, Inc. anticipated financial performance. The Company's projections are hypothetical and based upon a presumed financial performance of the Company, the addition of a sophisticated and well-funded marketing plan, and other factors influencing the business of Texas All Natural, Inc. The projections are based on Management's best estimate of the probable results of operations of the Company, based on present circumstances, and have not been reviewed by Texas All Natural, Inc. independent accountants. These projections are based on several assumptions, set forth therein, which Management believes are reasonable. Some assumptions, upon which the projections are based, however, invariably will not materialize due the inevitable occurrence of unanticipated events and circumstances beyond Management's control. Therefore, actual results of operations will vary from the projections, and such variances may be material. Assumptions regarding future changes in sales and revenues are necessarily speculative in nature. In addition, projections do not and cannot take into account such factors as general economic conditions, unforeseen regulatory changes, the entry into the Company's market of additional competitors, the terms and conditions of future capitalization, and other risks inherent to the Company's business. While Management believes that the projections accurately reflect possible future results of Texas All Natural, Inc. operations, those results cannot be guaranteed.

The financial success of the Company may be sensitive to adverse changes in general economic conditions in the United States, such as recession, inflation, unemployment, and interest rates. Such changing conditions could reduce demand in the marketplace for the Company's products. Management believes that the impending growth of the market, mainstream market acceptance and the targeted product line of Texas All Natural, Inc. will insulate the Company from excessive reduced demand. Nevertheless, Texas All Natural, Inc. has no control over these changes.

XI. DIRECTORS, EXECUTIVE OFFICERS, AND PROMOTERS

Biographies:

Dennis M. White – President & Chairman of the Board of Directors

Born in 1946 Dennis grew up in Salt Lake City, Utah. As early as he can remember, he has always had a passion for designing and building projects. One of his favorites was to assemble a chemistry set then design and make his own fireworks. Math, chemistry and physics were his favorite subjects in high school. He graduated in 1965 which was in the midst of tumultuous Viet Nam war years. He immediately started college at the University of Utah in their Microbiology program. Nearing graduation, he was accepted into a four-year PhD program in Biochemistry but three months before graduation he received a letter in the mail informing him that his future plans for life had changed, and that he had been drafted into the Army. The selective service informed him that they did not care which branch of the service he went in, only that he was going in. The Air Force recruiter said that their delayed enlistment program would allow him to graduate. He received a BS Degree in Microbiology from the University of Utah in May of 1971. His basic training consisted of Officer Training in San Antonio, followed by pilot training at Laughlin Air Force Base in Del Rio, Texas.

His first assignment was flying C-130s stationed at CCK Air Base in Taiwan. He spent his Southeast Asia tour during the Viet Nam War flying to military installations from Korea to Australia, but his main duty was to fly combat operations in Cambodia. Following that, he was stationed at Dyess AFB in Abilene, Texas. In addition to his flying responsibilities, he was one of the head schedulers in the 772nd Tactical Airlift Squadron, and was responsible to coordinate all crew positions for all squadron flying missions in two-week segments. In the first week, he would identify all flying missions for his week then based upon flight requirements and crew qualifications he would coordinate all crew positions, two pilots, a navigator, a flight engineer and based upon the cargo requirements one or two loadmasters. Once done he would then run the flights for his week. While stationed at Dyess he was able to take a year off and go to graduate school at Hardin Simmons University in Abilene, and in 1976 he received an MBA. Following that he went back to flying and scheduling. One of his regular flying missions was to fly and train other pilots in the support missions to Guantanamo Naval Air Station in Cuba. He separated from the Air Force in 1978 and was invited to teach all of the Business Math at Hardin Simmons University which he did for two years. He had a very close geologist friend who talked him into teaming up with him in the oil business. He did, and was making great progress when he learned about cycles in the oil industry. In the mid-1980s oil prices dropped to \$10 per barrel. With his military C-130 flying experience Southern Air Transport, the world's largest civilian C-130 company hired him. The next four years produced over 4,000 hours of flying time. He mostly flew internationally, with the last two years, mainly flying relief operations in Somalia during the horrible crisis in the early 1990s. He flew in and out of Somalia hundreds of times, and was not surprised that what happened there was later depicted in the movie Black Hawk Down.

The oil business was recovering so he left flying and was able to spend more time with his family. One of the facts of the oil business is that there are always cycles, and it was during this last crash in oil prices that he met Charles Wood. Mr. Wood shared with him his great knowledge and business experience. It was after performing numerous tests, that he was able to verify all that Charles had been telling him. Mr. White was able to see the great potential for Texas All Natural and was pleased to join forces with Charles Wood.

Charles L. Wood – Board of Directors

Mr. Wood has been a lifelong entrepreneur and land manager. He started his early days getting to know the land of West Texas from working on a number of large ranches handling every job that it took to have a successful ranch. This is where his knowledge of all natural products first developed. His entrepreneurial days soon followed, as he became the owner and operator of a number of gas stations and restaurants in West Texas. Mr. Wood later acquired ownership to several car dealerships in West Texas. Two of these dealerships were Southtown Motors and Big Country Motors. While running the dealerships, Mr. Wood was also responsible for start-up and operation of Wood Construction Management, a construction company in the West Texas area.

He utilized this set of skills, and in 1984, founded a publicly traded company. The company sold wood products for the culinary industry throughout both the United States and in international markets. The company had a net worth of \$4,500,000 and harvested up to 96 tons of product a day. During that time, Charles took his business and auto dealership experience and began Gimmeabid.com. This company specialized in an online wholesale marketplace for autos. Mr. Wood also partnered with several warranty companies to provide a means of mitigating dealers risk from online trading of automobiles. He later founded and launched an alternative energy business that was successfully capitalized with approximately \$8 million dollars. Later Mr. Wood was offered a good price and sold his stock and returned to ranching.

These opportunities, combined with Mr. Wood's early cowboy days, gave him a strong work ethic, and an ability to do business both fairly and honestly. Mr. Woods has established a reputation as a businessman with integrity. Throughout his lifetime of experience, Charles has learned the skills of finance, economics and overall business operations. He believes Texas All Natural, Inc. has the greatest potential of all he has accomplished to date.

XII. MANAGEMENT COMPENSATION

There is no accrued compensation that is due any member of Management. Each Manager will be entitled to reimbursement of expenses incurred while conducting Company business. Management's monthly salary will be as follows:

The compensation of all management positions will also be determined by the Board of Directors.

XIII. SHAREHOLDERS SHARE OPTION AGREEMENTS

The Company has not entered into option agreements with any party, including management.

XIV. LITIGATION

The Company is not presently a party to any litigation, nor to the knowledge of Management is any litigation threatened against the Company, which may affect the business of the Company or its assets.

XV. PLAN OF PLACEMENT

The Shares are offered directly by the Officers & Directors of the Company on the terms and conditions set forth in this Memorandum. FINRA brokers and dealers may also offer Shares. The Company is offering the Shares on a "best efforts" basis. The Company will use its best efforts to sell the Shares to investors. There can be no assurance that all or any of the Shares offered, will be sold.

a) How to Subscribe for Shares

A purchaser of Shares must complete, date, execute, and deliver to the Company the following documents, as applicable. All of which are included as part of the Investor Subscription Package:

i. An Investor Suitability Questionnaire;

ii. An original signed copy of the appropriate Subscription Agreement;

iii. And A check payable to "Texas All Natural, Inc." in the amount of \$1.00 per Share for each Share purchased as called for in the Subscription Agreement (minimum purchase of 5,000 Shares for (\$5,000).

XVI. ADDITIONAL INFORMATION

Each prospective investor may ask questions and receive answers concerning the terms and conditions of this offering and obtain any additional information which the Company possesses, or can acquire without unreasonable effort or expense, to verify the accuracy of the information provided in this Memorandum. The principal executive offices of the Company are located at 402 Cypress Street, Suite 602, Abilene, Texas 79601 and the telephone number is 325-704-1997.

EXHIBIT A

- 2017 Construction of plant and machinery instillation
Goal have 2,000,000+ bags available for sale to major chain for 2018
No sales to major chain
Test TAN's water retention qualities for golf courses, parks and cemeteries
- 2018 Estimated sales to major chain will yield \$2.04/share paid on Dec 1, 2018
- 2019 Construction of 2nd plant
Based on estimated sales a \$5.99/share dividend will be paid on Dec 1, 2019.
- =====

Details:

Cost per bag.....	\$1.00
Material.....	\$0.10
Labor.....	\$0.60
Housing.....	\$0.10
Marketing.....	\$0.25
Internet, electricity, water, phone.....	\$0.10
Maintenance.....	\$0.10
Pallet expense.....	\$0.20
Misc.....	<u>\$0.15</u>
The total cost per bag.....	\$2.60

An estimate sale price of \$6.50/bag less \$2.60 expense/bag yields \$3.90 net per bag.

Estimated return on investment is based upon the following production estimates and marketing through a Walmart, Lowes or Home Depot chain.

2017:

Estimated bags production is based on 20 workdays/month and 260 workdays/year.

Goal –

- Initiate equipment purchase by 1 Feb 2017
- Start bag production by June 2017.
- One 8-hour shift (net 7.0 production hours).
- Bagging at 15 bags/minute.

NOTE: We are working with Shorr Packaging Corp. in their Grand Prairie, Texas office. They are sales reps for Hamer-Fischbein <http://hamerinc.com/>. The following is a YouTube video of the equipment that will be built and tested at their manufacturing plant before they are shipped to our processing plant. The video shows the totally automated bagging, palletizing and

wrapping machinery. The Hamer 2090 is capable of bagging 30+ bags/minute and the palletizer is capable of loading 22 bags/minute on pallets.

<https://www.youtube.com/watch?v=HuxJv-HQYOo>

One Month: June

15 bags/min * 60 min/hr * 7.0 hrs/day * 20 days = 126,000 bags

Six Months:

Jul, Aug, Sep, Oct, Nov & Dec

Expand to two 8 hour shifts (net 14 work hours) at 20 bags/minute average

20 bags/min * 60 min/hr * 14 hrs/day = 16,800 bags/day

16,800 bags/day * 120 days = 2,016,000 bags

By mid Aug all equipment will have been test and proven. Purchase and begin installation of 2nd bagging machine by mid-August. Allow 4 months for 2nd installation with completion by mid-December.

Bags produced in 2017 available for distribution:

126,000 + 2,016,000 = 2,142,000 bags

2018:

Run two 8 hour shifts at 20 bags/minute for each bagging machine.

40 bags/min * 60 min/hr * 14 hrs/day * 20 days = 672,000 bags/month

672,000 bags/month * \$3.90 net profit/bag = \$2,620,800 net profit/month

\$2,620,800/month * 12 months/year = \$31,449,600 net from 2018 sales

\$31,449,600 - \$10,000,000 (construction of 2nd plant) = \$21,449,600

\$21,449,600 / 10,500,000 shares of stock = \$2.04/share

2019:

40 bags/min * 60 min/hr * 14 hrs/day * 20 days = 672,000 bags/month

672,000 bags/month * \$3.90 net profit/bag = \$2,620,800 net profit/month

\$2,620,800/month * 12 months/year = \$31,449,600 net from each plant

\$31,449,600 from each of two plants = \$62,899,200

\$62,899,200 / 10,500,000 shares = \$5.99/share

Estimated share of the total market:

1st year of sales, 2018:

672,000 bags/month * 12 = 8,064,000 bags

8,064,000 bags * \$6.50/bag = \$52,416,000

$\$52,416,000 / \$28,000,000,000 = .0019$

or 0.19% of the total market

2nd year of sales:

$(\$52,416,000 + \$52,416,000) / \$28,000,000,000 = .0037$

or 0.37% of the total market

The product that will get us there:

With no added chemicals, manure or animal parts our Texas All Natural, Inc. is totally organic and totally unique. It is proven to conserve our precious water resource and with its rich with natural nutrients the 0.4% of the total market within the first two years of sales is an achievable goal.

EXHIBIT B

Guaranteed Minimum Nutrient Analysis:

Nitrogen	1.60%
Phosphorus	0.15%
Potassium	0.56%
Calcium	1.40%
Magnesium	0.13%
Sodium	0.06%
Zinc	29.7 ppm or 0.00297%
Iron	1,779.7 ppm or 0.17797%
Copper	18.9 ppm or 0.00189%
Manganese	41.4 ppm or 0.00411%
Sulfur	1,625.8 ppm or 0.16258%
Boron	251.4 ppm or 0.00297 %

EXHIBIT C

Subscription Agreement

Texas All Natural, Inc.
402 Cypress Street, Suite 602
Abilene, Texas 79601
325-704-1997

You have informed the undersigned (the “Purchaser”) that Texas All Natural Inc., a Texas corporation, (the “Company”) wishes to raise Five Million Dollars (\$5,000,000) from various persons by selling up to 5,000,000 Shares of ownership, \$1.00 par value (the “Shares”), at a price of One Dollar (\$1.00) per Share.

I have received, read, and understand the Limited Offering Memorandum dated December 01, 2016 (the “Memorandum”). I further understand that my rights and responsibilities as a Purchaser will be governed by the terms and conditions of this Subscription Agreement and the Memorandum of Texas All Natural, Inc. I understand that you will rely on the following information to confirm that I am an “Accredited Investor”, as defined in Regulation D promulgated under the Securities Act of 1933, as amended (the “Securities Act”), or one of 35 Non-Accredited Investors that will be allowed to purchase Shares in this Offering (subject to Company approval), and that I am qualified to be a Purchaser.

This Subscription Agreement is one of a number of such subscriptions for Shares. By signing this Subscription Agreement, I offer to purchase and subscribe from the Company the number of Shares set forth below on the terms specified herein. The Company reserves the right, in its complete discretion, to reject any subscription offer or to reduce the number of Shares allotted to me. If this offer is accepted, the Company will execute a copy of this Subscription Agreement and return it to me. I understand that commencing on the date of this Memorandum all funds received by the Company in full payment of subscriptions for Shares will be deposited in a Company Account. The Company has set a minimum investment amount of \$5,000 shares for this Offering. All proceeds from the sale of Shares will be delivered directly to the Company and be immediately available for its use.

1. Accredited Investor. I am an Accredited Investor because I qualify within one of the following categories:

Please Check the Appropriate Category

_____ \$1,000,000 Net Worth.

A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds \$1,000,000.

_____ \$200,000/\$300,000 Income.

A natural person who had an individual income in excess of \$200,000 (including contributions to qualified employee benefit plans) or joint income with such person's spouse in excess of \$300,000 per year in each of the two most recent years and who reasonably expects to attain the same individual or joint levels of income (including such contributions) in the current year.

_____ Director or Officer of Issuer.

Any director or executive officer of the Company

_____ All Equity Owners in Entity Are Accredited.

An entity, (i.e. corporation, partnership, trust, IRA, etc.) in which all of the equity owners are Accredited Investors as defined herein.

_____ Corporation.

A corporation not formed for the specific purpose of acquiring the Shares offered, with total assets in excess of \$5,000,000.

_____ Other Accredited Investor.

Any natural person or entity which qualifies as an Accredited Investor pursuant to Rule 501(a) of Regulation D promulgated under the Act; specify basis for qualification:

_____ **Non-Accredited Investor.** I am one of 35 Non-Accredited Investors that may be allowed to invest in the offering.

2. Representations and Warranties. I represent and warrant to the Company that:

(A) I have adequate means of providing for my current needs and possible contingencies and I have no need for liquidity of my investment in the Shares. I can bear the economic risk of losing the entire amount of my investment in Shares. I have such knowledge and experience that I am capable of evaluating the relative risks and merits of this investment. I understand that the purchase of Shares is consistent, in both nature and amount, with my overall investment program and financial condition.

(B) The address set forth below is my true and correct residence, and I have no intention of becoming a resident of any other state or jurisdiction.

I have not utilized the services of a "Purchaser Representative" (as defined in Regulation D promulgated under the Securities Act) because I am a sophisticated, experienced investor, capable of determining and understanding the risks and merits of this investment.

I have received and read, and am familiar with the Offering Documents, including the

Memorandum, Subscription Agreement, and Operating Agreement of the Company. All documents, records and books pertaining to the Company and the Shares requested by me, including all pertinent records of the Company, financial and otherwise, have been made available or delivered to me.

(E) I have had the opportunity to ask questions of and receive answers from the Company's officers and representatives concerning the Company's affairs generally and the terms and conditions of my proposed investment in the Shares.

(F) I understand the risks implicit in the business of the Company. Among other things, I understand that there can be no assurance that the Company will be successful in obtaining the funds necessary for its success. If only a fraction of the maximum amount of the Offering is raised, the Company may not be able to expand as rapidly as anticipated, and proceeds from this Offering may not be sufficient for the Company's long term needs.

(G) Other than as set forth in the Memorandum, no person or entity has made any representation or warranty whatsoever with respect to any matter or thing concerning the Company and this Offering, and I am purchasing the Shares based solely upon my own investigation and evaluation.

(H) I understand that no Shares have been registered under the Securities Act, nor have they been registered pursuant to the provisions of the securities or other laws of applicable jurisdictions.

The Shares for which I subscribe are being acquired solely for my own account, for investment and are not being purchased with a view to, or for, their resale or distribution. In order to induce the Company to sell Shares to me, the Company will have no obligation to recognize the ownership, beneficial or otherwise, of the Shares by anyone but me.

(J) I am aware of the following:

- (i) The Shares are a speculative investment which involves a high degree of risk;
- (ii) My investment in the Shares is not readily transferable; it may not be possible for me to liquidate my investment
- (iii) There are substantial restrictions on the transferability of the Shares registered under the Securities Act; and
- (iv) No federal or state agency has made any finding or determination as to the fairness of the Shares for public investment nor any recommendation or endorsement of the Shares;

(K) Except as set forth in the Memorandum, none of the following information has ever been represented, guaranteed, or warranted to me expressly or by implication, by any broker, the Company, or agents or employees of the foregoing, or by any other person:

- (i) The appropriate or exact length of time that I will be required to hold the Shares;
- (ii) The percentage of profit and/or amount or type of consideration, profit, or loss to be realized, if any, as a result of an investment in the Shares; or

(iii) That the past performance or experience of the Company, or associates, agents, affiliates, or employees of the Company or any other person, will in any way indicate or predict economic results in connection with the purchase of Shares;

(iv) The number of dividends or distributions that the Company will make;

(L) I have not distributed the Memorandum to anyone, no other person has used the Memorandum, and I have made no copies of the Memorandum; and

(M) I hereby agree to indemnify and hold harmless the Company, its managers, directors, and representatives from and against any and all liability, damage, cost or expense, including reasonable attorney's fees, incurred on account of or arising out of:

(i) Any inaccuracy in the declarations, representations, and warranties set forth above;

(ii) The disposition of any of the Shares by me which is contrary to the foregoing declarations, representations, and warranties; and

(iii) Any action, suit or proceeding based upon (1) the claim that said declarations, representations, or warranties were inaccurate or misleading or otherwise cause for obtaining damages or redress from the Company; or (2) the disposition of any of the Shares.

(N) By entering into this Subscription Agreement, I acknowledge that the Company is relying on the truth and accuracy of my representations. The foregoing representation and warranties are true and accurate as of the date hereof, shall be true and accurate as of the date of the delivery of the funds to the Company and shall survive such delivery. If, in any respect, such representations and warranties are not true and accurate prior to delivery of the funds, I will give written notice of the fact to the Company, specifying which representations and warranties are not true and accurate and the reasons therefore.

3. Transferability. I understand that I may sell or otherwise transfer my Shares only if registered under the Securities Act or I provide the Company with an opinion of counsel acceptable to the Company to the effect that such sale or other transfer may be made in absence of registration under the Securities Act. I have no right to cause the Company to register the Shares. Any certificates or other documents representing my Shares will contain a restrictive legend reflecting this restriction, and stop transfer instructions will apply to my Shares.

4. Indemnification. I understand the meaning and legal consequences of the representations and warranties contained within this offering, and I will indemnify and hold harmless the Company, its officers, directors, and representatives involved in the offer or sale of the Shares to me, as well as each of the managers and representatives, employees and agents and other controlling persons of each of them, from and against any and all loss, damage or liability due to or arising out of a breach of any representation or warranty of mine contained in this Subscription Agreement.

4. Revocation. I will not cancel, terminate or revoke this Subscription Agreement or any agreement made by me hereunder and this Subscription Agreement shall survive my death or disability.

5. Termination of Agreement. If this subscription is rejected by the Company, then this Subscription Agreement shall be null and void and of no further force and effect, no party shall have any rights against any other party hereunder, and the Company shall promptly return to me the funds delivered with this Subscription Agreement.

7. Miscellaneous.

(a) This Subscription Agreement shall be governed by and construed in accordance with the substantive law of the State of Texas.

(b) This Subscription Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only in writing and executed by all parties.

(c) By Purchasing the Shares in Texas All Natural, Inc. I hereby agree to the terms and provisions of the Operating Agreement of the INC. – as included in this Memorandum as Exhibit C. I have hereby read and understand the Operating Agreement and understand how an INC. functions as a corporate entity.

8. Ownership Information.

Please print here the total number of Shares to be purchased, and the exact name(s) in which the Shares will be registered.

Total Shares: _____

Name(s): _____

- _____ Single Person
- _____ Husband and Wife, as community property
- _____ Joint Tenants (with right of survivorship)
- _____ Tenants in Common
- _____ A Married Person as separate property
- _____ Corporation or other organization
- _____ A Partnership
- _____ Trust
- _____ IRA
- _____ Tax-Qualified Retirement Plan

(i) Trustee(s) / Custodian _____

(ii) Trust Date _____

(iii) Name of Trust _____

(iv) For the Benefit of _____

Other: _____

(please explain)

Social Security or Tax I.D.#: _____

Residence Address:

Street Address

City State Zip

Mailing Address: (Complete only if different from residence)

Street Address (If P.O. Box, include address for surface delivery if different than residence)

City State Zip

Phone Numbers

Home: ()

Business: ()

Facsimile: ()

Purchaser's Initials

9. Date and Signatures.

Dated

Signatures

Purchaser Name (Print)

(Each co-owner or joint owner must sign -Names must be signed exactly as listed under "Purchaser Name")

ACCEPTED:

Texas All Natural, Inc.

By: _____

Dated: _____

Dennis M. White
President

EXHIBIT D

Investor Suitability Questionnaire

To: Prospective purchasers of Shares offered by Texas All Natural, Inc. (the “Company”). The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an “Accredited Investor,” as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Shares. **This questionnaire is not an offer to sell securities.**

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons such as our Securities Attorney as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Shares.

Please answer all questions completely and execute the signature page

A. Personal

1. Name: _____
2. Address of Principal Residence: _____
_____ County: _____
3. Residence Telephone: (_____) _____
4. Where are you registered to vote? _____

5. Your driver’s license is issued by the following state: _____
6. Other Residences or Contacts: Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver’s license or have any other contacts, and describe your connection with such. State: _____

7. Please send all correspondence to:
____ Residence Address (as set forth under Item A)
____ Business Address (as set forth under Item B)
8. Date of Birth: _____
9. Citizenship: _____
10. Social Security or Tax I.D. #: _____

B. Occupations and Income

1. Occupation: _____
Business Address: _____

Business Telephone Number: (____) _____
2. Gross income during each of the last two years exceeded:
____ \$25,000 ____ \$50,000
____ \$100,000 ____ \$200,000
3. Joint gross income with spouse during each of the last two years exceeded \$300,000
____ Yes ____ No
4. Estimated gross income during current year exceeds:

_____ \$25,000 _____ \$50,000
_____ \$100,000 _____ \$200,000

5. Estimated joint gross income with spouse during current year exceeds \$300,000
_____ Yes _____ No

C. Net Worth

1. Current net worth or joint net worth with spouse (note that “net worth” includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

(1) _____ \$50,000-\$100,000 (2) _____ \$100,000-\$250,000 (3) _____ \$250,000-\$500,000
(4) _____ \$500,000-\$750,000 (5) _____ \$750,000-\$1,000,000 (6) _____ over \$1,000,000

2. Current value of liquid assets (cash, freely marketable securities, cash surrender value of life insurance policies, and other items easily convertible into cash) is sufficient to provide for current needs and possible personal contingencies:

_____ Yes _____ No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

_____ Yes _____ No

E. Investment Percentage of Net Worth

If you expect to invest at least \$150,000 in Shares, does your total purchase price exceed 10% of your net worth at the time of sale, or joint net worth with your spouse.

_____ Yes _____ No

F. Consistent Investment Strategy

Is this investment consistent with your overall investment strategy?

_____ Yes _____ No

G. Prospective Investor’s Representations

The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

Prospective Investor:

_____ Date: _____
Signature

Signature (of joint purchase if purchase is to be made as joint tenants or as tenants in common)

EXHIBIT E

ERISA

Each fiduciary of a pension, profit-sharing or other employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended (ERISA), (a Plan) should consider the fiduciary standards of ERISA in the context of the Plan's particular circumstances before authorizing an investment in the Securities. Accordingly, among other factors, the fiduciary should consider whether the investment would satisfy the prudence and diversification requirements of ERISA and would be consistent with the documents and instruments governing the Plan.

In addition, we and certain of our subsidiaries and affiliates, including Texas All Natural, Inc. may be considered a party in interest within the meaning of ERISA, or a disqualified person within the meaning of the Internal Revenue Code of 1986, as amended (the Code), with respect to many Plans, as well as many individual retirement accounts and Keogh plans (also Plans). Prohibited transactions within the meaning of ERISA or the Code would likely arise, for example, if the Securities are acquired by or with the assets of a Plan with respect to which Texas All Natural, Inc. or any of its affiliates is a service provider or other party in interest, unless the Securities are acquired pursuant to an exemption from the prohibited transaction rules. A violation of these prohibited transaction rules could result in an excise tax or other liabilities under ERISA and/or Section 4975 of the Code for such persons, unless exempted relief is available under an applicable statutory or administrative exemption.

The U.S. Department of Labor has issued five prohibited transaction class exemptions (PTCEs) that may provide exempted relief for direct or indirect prohibited transactions resulting from the purchase or holding of the Securities. Those class exemptions are PTCE 96-23 (for certain transactions determined by in-house asset managers), PTCE 95-60 (for certain transactions involving insurance company general accounts), PTCE 91-38 (for certain transactions involving bank collective investment funds), PTCE 90-1 (for certain transactions involving insurance company separate accounts) and PTCE 84-14 (for certain transactions determined by independent qualified asset managers). In addition, ERISA Section 408(b)(17) provides a limited exception for the purchase and sale of securities and related lending transactions, provided that neither the issuer of the securities nor any of its affiliates have or exercise any discretionary authority or control or render any investment advice with respect to assets of any Plan involved in the transaction and provided further that the Plan pays no more than adequate consideration in connection with the transaction (the so-called service provider exemption).

Because we may be considered a party in interest with respect to many Plans, the Securities may not be purchased, held or disposed of by any Plan, any entity whose underlying assets include plan assets by reason of any Plan's investment in the entity (a Plan Asset Entity) or any person investing plan assets of any Plan, unless such purchase, holding or disposition is eligible for exempted relief, including relief available under PTCEs 96-23, 95-60, 91-38, 90-1, 84-14 or the service provider exemption or such purchase, holding or disposition is otherwise not prohibited.

Any purchaser, including any fiduciary purchasing on behalf of a Plan, transferee or holder of the Securities will be deemed to have represented, in its corporate and its fiduciary capacity, by its purchase and holding of the Securities that either (a) it is not a Plan or a Plan Asset Entity and is not purchasing such Securities on behalf of or with plan assets of any Plan, or with any assets of a governmental or church plan that is subject to any federal, state, local or non-U.S. law that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code (Similar Law) or (b) its purchase, holding and disposition are eligible for exempted relief or such purchase, holding and disposition are not prohibited by ERISA or Section 4975 of the Code or any Similar Law.

Under ERISA, assets of a Plan may include assets of certain commingled vehicles and entities in which the Plan has invested (including, in certain cases, the general account of an insurance company). Accordingly, commingled vehicles and entities which include assets of a Plan must ensure that one of the foregoing exemptions is available. Due to the complexity of these rules and the penalties that may be imposed upon persons involved in nonexempt prohibited transactions, it is particularly important that fiduciaries or other persons considering purchasing the Securities on behalf of or with plan assets of any Plan consult with their counsel regarding the availability of exempted relief under any available exemptions, such as PTCEs 96-23, 95-60, 91-38, 90-1 or 84-14 or the service provider exemption.

Purchasers of the Securities have exclusive responsibility for ensuring that their purchase, holding and disposition of the Securities do not violate the prohibited transaction rules of ERISA or the Code or any Similar Law. The sale of any Securities to any Plan or plan subject to Similar Law is in no respect a representation by us or any of our affiliates or representatives that such an investment meets all relevant legal requirements with respect to investments by plans generally or any particular plan, or that such an investment is appropriate for plans generally or any particular plan.

EXHIBIT F

ANTI-MONEY LAUNDERING DEFINITIONS

Close Associate of a Senior Foreign Political Figure is a person who is widely and publicly known internationally to maintain an unusually close relationship with the Senior Foreign Political Figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the Senior Foreign Political Figure.

FATF - Compliant Jurisdiction is a jurisdiction that is a Partner in good standing of FATF and has undergone two rounds of FATF mutual evaluations.

FATF means the Financial Action Task Force on Money Laundering.

Foreign Bank means an organization that is organized under the laws of a non-U.S. country; engages in the business of banking; is recognized as a bank by the bank supervisory or monetary authority of the country of its organization or principal banking operations; receives deposits to a substantial extent in the regular course of its business; and has the power to accept demand deposits, but does not include the U.S. branches or agencies of a non-U.S. bank.

Foreign Shell Bank means a Foreign Bank without a Physical Presence in any country, but does not include a Regulated Affiliate.

Immediate Family of a Senior Foreign Political Figure typically includes such person's parents, siblings, spouse, children and in-laws.

Non-Cooperative Jurisdiction means any non-U.S. country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the FATF, of which the United States is a Partner and with which designation the United States representative to the group or organization continues to concur.

Physical Presence means a place of business that is maintained by a Foreign Bank and is located at a fixed address, other than solely a post office box or an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities, at which location the Foreign Bank employs one or more individuals on a full-time basis; maintains operating records related to its banking activities; and is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities.

Prohibited Investor means a person or entity whose name appears on any of the various lists issued and maintained by the U.S. Office of Foreign Assets Control ("OFAC"); including the List of Specially Designated Nationals and Blocked Persons; the Specially Designated Terrorists List and the Specially Designated Narcotics Traffickers List; a Foreign Shell Bank; or a person or entity who is a citizen or resident of, or which is located in; or whose subscription funds are transferred from or through a Foreign Shell Bank in a Non-Cooperative Jurisdiction or Sanctioned Regime.

Regulated Affiliate means a Foreign Shell Bank that is an affiliate of a depository institution, credit union, or Foreign Bank that maintains a Physical Presence in the United States or a non-U.S. country, as applicable; and is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or Foreign Bank.

For a current list of FATF compliant jurisdictions refer to the Financial Action Task Force **Website:**

<http://www.oecd.org/fatf/NCCTen.htm> The list of Non-Cooperative Countries and Territories is amended periodically. For a current list of Non-Cooperative Countries and Territories, refer to the Financial Action Task Force website, <http://www.fatf-gafi.org/>

The OFAC lists may be found at the OFAC website: <http://www.treas.gov/offices/enforcement/lists/>

Sanctioned Regimes means targeted foreign countries, terrorism sponsoring organizations and international narcotics traffickers in respect of which OFAC administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals.

Senior Foreign Political Figure means a senior official in the executive, legislative, administrative, military or judicial branch of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a Senior Foreign Political Figure includes any corporation, business or other entity that has been formed by, or for the benefit of, a Senior Foreign Political Figure.

USA Patriot Act means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001 (Pub. L. No. 107-56).

For a current list of those regimes in which OFAC has imposed sanctions refer to the following website: <http://www.treas.gov/offices/enforcement/ofac/programs>

