GVS HOSPITALITY LLC

Up to $560,000
8 Limited Liability Company Interests (the "LLC Interests" or the "Units")
$70,000 per Unit

Minimum Subscription: $35,000 (1/2 Unit)

GVS HOSPITALITY LLC, a Delaware limited liability company (the "Company" or "GVS") is offering up to eight (8) Units, each Unit consisting of one (1) Limited Liability Company Interest (the "Units" or the "LLC Interests") at a purchase price of seventy thousand ($70,000) per Unit, to Accredited Investors, as that term is defined in Rule 506 promulgated under the Securities Act of 1933, as amended, (the "Securities Act") pursuant to Regulation D, Rule 506(b) of the Securities Act. There is no aggregate minimum requirement for the Offering to become effective. The Company reserves the right, subject to applicable securities laws, to begin applying "dollar one" of the proceeds from the Offering towards its working capital requirements and other uses as more specifically set forth in this Memorandum. There is no escrow applicable to the Offering.

THE LLC INTERESTS OFFERED HEREBY ARE HIGHLY SPECULATIVE, AND AN INVESTMENT IN LLC INTERESTS INVOLVES A HIGH DEGREE OF RISK AND IMMEDIATE SUBSTANTIAL DILUTION FROM THE OFFERING PRICE. SEE "RISK FACTORS" AND "DILUTION."

THE LLC INTERESTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR APPLICABLE STATE SECURITIES LAWS, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THESE LAWS. THE LLC INTERESTS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR ANY STATE REGULATORY AUTHORITY NOR HAS THE SEC OR ANY STATE REGULATORY AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OR THE ACCURACY OR ADEQUACY OF THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE LLC INTERESTS MAY NOT BE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL IN FORM AND SUBSTANCE ACCEPTABLE TO THE COMPANY AND ITS COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED.

	Offering Price	**Selling Commissions[1] [2]**	**Proceeds to the Company[3]**
Per Unit	$70,000	$0	$70,000
Maximum Offering	$560,000	$0	$560,000

The date of this Private Placement Memorandum is November 7th 2022

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INVESTOR NOTICES

THIS MEMORANDUM IS BEING FURNISHED TO PROSPECTIVE INVESTORS ON A CONFIDENTIAL BASIS FOR USE SOLELY IN CONNECTION WITH THE CONSIDERATION OF AN INVESTMENT IN THE INTERESTS OF **GVS HOSPITALITY LLC,** A LIMITED LIABILITY COMPANY ORGANIZED ON November 7th 2022, UNDER THE LAWS OF THE STATE OF DELAWARE (THE "COMPANY"). THIS OFFERING IS INTENDED TO BE EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). DUE TO ITS CONFIDENTIAL NATURE, THIS MEMORANDUM MAY NOT BE REPRODUCED, IN WHOLE OR IN PART, OR DELIVERED TO ANY PERSON OTHER THAN THE PROSPECTIVE INVESTOR'S FINANCIAL ADVISOR WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY. BY ACCEPTING DELIVERY OF THIS MEMORANDUM, EACH PROSPECTIVE INVESTOR AGREES TO THE FOREGOING AND TO RETURN THIS MEMORANDUM TO THE COMPANY IF SUCH INVESTOR DETERMINES NOT TO MAKE AN INVESTMENT IN THE COMPANY.

THE INTERESTS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT, AS AMENDED OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. THE INTERESTS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY, ASSIGNMENT AND RESALE AND MAY NOT BE TRANSFERRED, ASSIGNED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND SUCH STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR AN EXEMPTION THEREFROM. THE SALE OF THE INTERESTS HAS NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC"), ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THESE AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND IS A CRIMINAL OFFENSE.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR IN ANY OTHER JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED. THE INTERESTS ARE OFFERED SUBJECT TO THE RIGHT OF THE COMPANY IN ITS SOLE DISCRETION TO REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART. EACH PURCHASER OF THE SECURITIES OFFERED HEREBY MUST BE AN "ACCREDITED INVESTOR" WITHIN THE MEANING OF REGULATION D PROMULGATED BY THE SEC UNDER THE SECURITIES ACT.

AN INVESTMENT IN THE COMPANY IS HIGHLY SPECULATIVE AND INVOLVES A SIGNIFICANT DEGREE OF RISK. INVESTORS SHOULD HAVE THE FINANCIAL ABILITY AND WILLINGNESS TO ACCEPT SUCH RISKS AS WELL AS THE LACK OF LIQUIDITY THAT IS CHARACTERISTIC OF THE INVESTMENTS DESCRIBED HEREIN. ONLY PERSONS WHO CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT SHOULD PURCHASE THE INTERESTS.

THE INTERESTS DESCRIBED HEREIN ARE BEING OFFERED PURSUANT TO REGULATION D OF THE 1933 ACT, AND ARE THEREFORE "RESTRICTED SECURITIES" AS THAT TERM IS DEFINED IN RULE 144(a)(3) OF THE 1933 ACT. AN ORGANIZED MARKET FOR THE INTERESTS DESCRIBED HEREIN IS NOT EXPECTED TO DEVELOP AT ANY TIME. EVEN IF SUCH MARKET DEVELOPS, THE INTERESTS CANNOT BE PUBLICLY SOLD WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, UNLESS AN EXEMPTION FROM SUCH REGISTRATION

IS AVAILABLE. NO SUCH REGISTRATION IS CURRENTLY CONTEMPLATED, AND IT IS NOT ANTICIPATED THAT AN EXEMPTION FROM REGISTRATION WILL EVER BE AVAILABLE. ACCORDINGLY, ONLY PERSONS WHO DO NOT REQUIRE LIQUIDITY WITH RESPECT TO THEIR INVESTMENT SHOULD PURCHASE THE INTERESTS.

THIS MEMORANDUM IS CONFIDENTIAL AND PROPRIETARY AND IS BEING FURNISHED BY THE COMPANY TO PROSPECTIVE INVESTORS IN CONNECTION WITH THE OFFERING OF INTERESTS EXEMPT FROM REGISTRATION UNDER THE ACT SOLEY FOR SUCH INVESTORS' CONFIDENTIAL USE WITH THE EXPRESS UNDERSTANDING THAT, WITHOUT PRIOR WRITTEN PERMISSION FROM THE COMPANY, SUCH PERSONS WILL NOT RELEASE THIS MEMORANDUM OR DISCUSS THE INFORMATION CONTAINED HEREIN OR MAKE REPRODUCTION OF OR USE THIS MEMORANDUM FOR ANY PURPOSE OTHER THAN EVALUATION OF POTENTIAL INVESTMENT IN THE INTERESTS. THIS MEMORANDUM IS INDIVIDUALLY DIRECTED TO EACH PROSPECTIVE INVESTOR AND DOES NOT CONSTITUTE AN OFFER TO ANY OTHER PERSON OR TO THE PUBLIC GENERALLY TO SUBSCRIBE FOR OR OTHERWISE ACQUIRE THE INTERESTS. DISTRIBUTION OF THIS MEMORANDUM TO ANY PERSON OTHER THAN THE PROSPECTIVE INVESTOR WHOSE NAME APPEARS ON THE COVER PAGE HEREOF, AND THOSE PERSONS, IF ANY, RETAINED TO ADVISE SUCH PROSPECTIVE INVESTOR WITH RESPECT THERETO, IS UNAUTHORIZED, AND ANY DISCLOSURE OF ANY OF ITS CONTENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY, IS PROHIBITED.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY THE INTERESTS IN ANY JURISDICTION WHERE, OR TO ANY PERSON TO WHOM, IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION. EXCEPT AS OTHERWISE INDICATED, THIS MEMORANDUM SPEAKS AS OF THE DATE HEREOF. NEITHER THE DELIVERY OF THIS MEMORANDUM NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE STATUS OR AFFAIRS OF THE COMPANY AFTER THE DATE HEREOF.

THE INFORMATION PRESENTED HEREIN WAS PREPARED OR OBTAINED BY THE COMPANY AND IS BEING FURNISHED SOLELY FOR USE BY PROPSECTIVE INVESTORS IN CONNECTION WITH THE OFFERING. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN. NOTHING CONTAINED HEREIN IS, OR SHOULD BE RELIED ON AS, A PROMISE OR REPRESENTATION AS TO THE FUTURE PERFORMANCE OF THE COMPANY.

THIS MEMORANDUM DOES NOT PURPORT TO BE ALL-INCLUSIVE OR TO CONTAIN ALL THE INFORMATION THAT A PROSPECTIVE INVESTOR MAY DESIRE IN EVALUATING THE COMPANY. EACH INVESTOR MUST CONDUCT AND RELY ON 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 INTERESTS. INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL, BUSINESS OR TAX ADVICE. EACH INVESTOR SHOULD CONSULT SUCH INVESTOR'S OWN ATTORNEY, BUSINESS ADVISOR AND TAX ADVISORS AS TO THE LEGAL, BUSINESS, TAX AND RELATED MATTERS CONCERNING THE INVESTMENT DESCRIBED IN THIS MEMORANDUM AND ITS SUITABILITY FOR SUCH PROPSECTIVE INVESTOR. SEE "RISK FACTORS".

CERTAIN PROVISIONS OF VARIOUS AGREEMENTS AND DOCUMENTS ARE SUMMARIZED IN THIS MEMORANDUM, BUT PROSPECTIVE INVESTORS SHOULD NOT ASSUME THAT SUCH SUMMARIES ARE COMPLETE. SUCH SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE COMPLETE TEXT OF SUCH AGREEMENTS.

THE INFORMATION CONTAINED HEREIN WAS PREPARED BY THE COMPANY AND IS BEING FURNISHED BY THE COMPANY SOLELY FOR USE BY PROSEPECTIVE INVESTORS IN CONNECTION WITH THE OFFERING. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OTHER THAN THAT CONTAINED IN THIS MEMORANDUM, OR TO MAKE ANY REPRESENTATIONS IN CONNECTION WITH THE OFFERING, 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 OMISSIONS FROM, THIS MEMORANDUM OR ANY OTHER WRITTEN OR ORAL COMMUNICATION TRANSMITTED OR MADE AVAILABLE TO THE RECIPIENT. EACH INVESTOR WILL BE ENTITLED TO RELY SOLELY UPON THOSE WRITTEN REPRESENTATIONS AND WARRANTIES THAT MAY BE MADE TO IT IN ANY FINAL SUBSCRIPTION AGREEMENT RELATING TO THE SECURITIES REFERRED TO IN THIS MEMORANDUM.

NO SALE WILL BE MADE TO ANY PERSON WHO CANNOT DEMONSTRATE COMPLIANCE WITH THE SUITABILITY STANDARDS DESCRIBED IN THIS MEMORANDUM. IF YOU ARE IN ANY DOUBT AS TO THE SUITABILITY OF AN INVESTMENT IN THE INTERESTS, DETAILS OF WHICH ARE GIVEN IN THIS MEMORANDUM, YOU SHOULD CONSULT YOUR INVESTMENT ADVISER. NO SUBSCRIPTIONS WILL BE ACCEPTED FROM RESIDENTS OF ANY STATE UNLESS THE COMPANY, UPON CONSULTATION WITH ITS COUNSEL, IS SATISFIED THAT THE OFFERING IS IN COMPLIANCE WITH THE LAWS OF SUCH STATE.

THE COMPANY RESERVES THE RIGHT, IN ITS SOLE DISCRETION AND FOR ANY REASON WHATSOEVER, TO MODIFY, AMEND AND/OR WITHDRAW ALL OR A PORTION OF THE OFFERING AND/OR TO ACCEPT OR REJECT IN WHOLE OR IN PART ANY PROSPECTIVE INVESTMENT IN THE INTERESTS OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE INTERESTS THAT SUCH INVESTOR DESIRES TO PURCHASE. THE COMPANY SHALL HAVE NO LIABILITY WHATSOEVER TO ANY OFFEREE AND/OR INVESTOR IN THE EVENT THAT ANY OF THE FOREGOING SHALL OCCUR.

IT IS THE RESPONSIBILITY OF ANY INVESTOR PURCHASING THE INTERESTS TO SATISFY ITSELF AS TO FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE REQUIREMENTS.

THE COMPANY MAY SELECT A BROKER-DEALER OR DEALERS (“SELECTED DEALERS”) THAT ARE MEMBERS OF THE NATIONAL ASSOCIATION OF SECURITIES DEALERS AS WELL AS QUALIFIED “FINDERS” AS DEFINED IN SECURITIES LAWS OF THE UNITED STATES TO SELL THE SECURITIES.

EACH PROSPECTIVE INVESTOR MAY MAKE INQUIRIES OF THE COMPANY WITH RESPECT TO THE COMPANY’S BUSINESS OR ANY OTHER MATTER RELATING TO THE COMPANY OR AN

INVESTMENT IN THE SECURITIES OFFERED HEREUNDER, AND MAY OBTAIN ANY ADDITIONAL INFORMATION THAT SUCH PERSON DEEMS TO BE NECESSARY IN CONNECTION WITH MAKING AN INVESTMENT DECISION IN ORDER TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM (TO THE EXTENT THAT THE COMPANY POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE). IN CONNECTION WITH SUCH AN INQUIRY, ANY DOCUMENT THAT A PROSPECTIVE INVESTOR WISHES TO REVIEW WILL BE MADE AVAILABLE FOR INSPECTION AND COPYING OR FURNISHED, UPON REQUEST, SUBJECT TO THE PROSPECTIVE INVESTOR'S AGREEMENT TO MAINTAIN SUCH INFORMATION IN CONFIDENCE AND TO RETURN THE SAME TO THE COMPANY IF THE RECIPIENT DOES NOT PURCHASE THE SECURITIES OFFERED HEREUNDER, ANY SUCH INQUIRIES OR REQUESTS FOR ADDITIONAL INFORMATION OR DOCUMENTS SHOULD BE MADE IN WRITING TO THE COMPANY ADDRESSED AS FOLLOWS: **16192 Coastal Highway, Lewes, Delaware 19958**. A PROSPECTIVE INVESTOR SHOULD NOT SUBSCRIBE FOR THE INTERESTS DESCRIBED HEREIN UNLESS SATISFIED THAT HE/SHE OR HE/SHE AND HIS/HER INVESTMENT REPRESENTATIVE HAVE ASKED FOR AND RECEIVED ALL INFORMATION WHICH WOULD ENABLE HIM/HER OR BOTH OF THEM TO EVALUATE THE MERITS AND RISKS OF THE PROPOSED INVESTMENT.

FOR CALIFORNIA RESIDENTS

THE SALE OF THE SECURITIES THAT ARE THE SUBJECT OF THIS MEMORANDUM HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF DELAWARE. THEREFORE, THE ISSUANCE OF SUCH INTERESTS OR THE PAYMENT OF ANY PART OF THE CONSIDERATION FOR THOSE INTERESTS PRIOR TO SUCH QUALIFICATION IS UNLAWFUL, UNLESS THE INTERESTS AND THE SALE THEREOF ARE EXEMPT FROM THE QUALFICATION REQUIREMENT BY §§ 25100, 25102, OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES AS DESCRIBED IN THIS MEMORANDUM ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATION BEING OBTAINED OR AN EXEMPTION THEREFROM.

FOR FLORIDA RESIDENTS

THE INTERESTS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE FLORIDA SECURITIES ACT. EACH PROSPECTIVE INVESTOR WHO IS A FLORIDA RESIDENT SHOULD BE AWARE THAT SECTION 517.061(11)(a)(5) OF THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT PROVIDES, IN RELEVANT PART, AS FOLLOWS: "...WHEN SALES ARE MADE TO FIVE OR MORE PERSONS IN THIS STATE, ANY SALE MADE PURSUANT TO THIS SUBSECTION. . . SHALL BE VOIDABLE BY THE PURCHASER. . . WITHIN THREE DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY THE PURCHASER TO THE ISSUER, AN AGENT OF THE ISSUER OR ANY ESCROW AGENT. . ." EACH PERSON ENTITLED TO EXERCISE THE RIGHT TO WITHDRAW GRANTED BY SECTION 517.061(11)(a)(5) AND WHO WISHES TO EXERCISE SUCH RIGHT MUST WITHIN THREE DAYS AFTER THE TENDER OF HIS PURCHASE PRICE TO THE COMPANY, CAUSE A WRITTEN NOTICE OR TELEGRAM TO BE SENT TO THE

COMPANY. SUCH LETTER OR TELEGRAM MUST BE SENT AND POSTMARKED ON OR PRIOR TO THE AFOREMENTIONED THIRD DAY. IF AN OFFEREE CHOOSES TO WITHDRAW BY LETTER, IT IS PRUDENT TO SEND IT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ASSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE THE TIME WHEN IT WAS MAILED. AN OFFEREE MAKING AN ORAL REQUEST FOR WITHDRAWAL MUST ASK FOR WRITTEN CONFIRMATION THAT THE REQUEST HAS BEEN RECEIVED.

FOR NEW YORK RESIDENTS

THIS PRIVATE PLACEMENT MEMORANDUM HAS NOT BEEN FILED WITH OR REVIEWED BY THE OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF NEW YORK PRIOR TO ITS ISSUANCE. ACCORDINGLY, NEITHER THE OFFERING MEMORANDUM NOR THE INTERESTS DESCRIBED HEREIN HAVE BEEN ENDORSED BY THE ATTORNEY GENERAL OR ANY OTHER AGENCY OF THE STATE OF NEW YORK. THE INTERESTS ARE BEING OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE NEW YORK STATE SECURITIES LAWS (NY GENERAL BUSINESS LAW CH. 20, ARTICLE 23-A ET. SEQ.) THAT EXEMPTS FROM REGISTRATION A PRIVATE OFFERING OF INTERESTS TO A LIMITED NUMBER OF ACCREDITED INVESTORS WITHIN THE STATE OF NEW YORK.

FOR PENNSYLVANIA RESIDENTS

THE PENNSYLVANIA SECURITIES ACT OF 1972, AS AMENDED (70 P.S. §§ 1-101), PROVIDES FOR CERTAIN EXEMPTIONS FROM STATE REGISTRATION REQUIREMENTS FOR THE OFFER AND SALE OF SECURITIES WITHIN THE STATE. IT IS ANTICIPATED THAT THE COMPANY WILL RELY ON §203(t) OF THE PENNSYLVANIA SECURITIES ACT FOR THE ANTICIPATED OFFERING. §203(t) EXEMPTS FROM REGISTRATION THE OFFER AND SALE OF SECURITIES IN THE STATE WHICH IS MADE SOLELY TO ACCREDITED INVESTORS, AS THAT TERM IS DEFINED IN RULE 506 OF SEC REGULATION D, PROMULGATED UNDER THE SECURITIES AND EXCHANGE ACT OF 1933.

PROSPECTIVE INVESTORS ARE ADVISED THAT THE COMPANY WILL BE RELYING ON THE REPRESENTATIONS MADE BY EACH INVESTOR IN THEIR SUBSCRIPTION AGREEMENT AND PURCHASER QUESTIONNAIRES FOR COMPLIANCE WITH BOTH THE FEDERAL AND STATE SECURITIES LAWS. PROSPECTIVE INVESTORS ARE FURTHER ADVISED THAT §203(t) DOES NOT PROVIDE INVESTORS WITH THE NON-RECOURSE WITHDRAWAL PROVISIONS FOUND IN §203(d) & (p) OF THE PENNSYLVANIA SECURITIES ACT. ACCORDINGLY, PROSPECTIVE INVESTORS SUBMITTING EXECUTED SUBSCRIPTION AGREEMENTS WHICH HAVE BEEN ACCEPTED BY THE COMPANY WILL BE BOUND BY THE TERMS OF SUCH AGREEMENT AS OF THE DATE ACCEPTED, UNLESS OTHER WITHDRAWAL PROVISIONS ARE PROVIDED FOR IN THE COMPANY'S OPERATING AGREEMENT.

FOR TEXAS RESIDENTS

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE TEXAS SECURITIES ACT OF 1957 AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO A REGISTRATION THEREUNDER OR AN EXEMPTION THEREFROM.

INVESTOR SUITABILITY STANDARDS

THE ACT AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER BY THE SECURITIES AND EXCHANGE COMMISSION ("SEC") IMPOSE LIMITATIONS ON THE PERSONS WHO MAY PARTICIPATE IN THIS OFFERING AND FROM WHOM SUBSCRIPTIONS MAY BE ACCEPTED. ACCORDINGLY, THIS OFFERING AND THE SALE OF THE INTERESTS ARE LIMITED TO PERSONS WHO ARE "ACCREDITED INVESTORS" AS THAT TERM IS DEFINED IN RULE 506 OF REGULATION D PROMULGATED UNDER THE ACT. A PERSON WHO IS AN ACCREDITED INVESTOR MAY SUBSCRIBE FOR INTERESTS BY (1) EXECUTING THE SUBSCRIPTION AGREEMENT AND PURCHASER QUESTIONNAIRE ATTACHED TO THIS MEMORANDUM UNDER THE CAPTION "APPENDICES" AND (2) DELIVERING SUCH DOCUMENTS TO THE COMPANY ALONG WITH THE SUBSCRIPTION PAYMENTS FOR THE INTERESTS PURCHASED.

AN ACCREDITED INVESTOR IS ANY PERSON OR ENTITY REASONABLY DESCRIBED IN ANY OF THE FOLLOWING CATEGORIES OR, WHO THE PARTNERSHIP REASONABLY BELIEVES, IN RELIANCE ON REPRESENTATIONS MADE BY THE INVESTOR IN THE SUBSCRIPTION AGREEMENT AND PURCHASER QUESTIONNAIRE, IS REASONABLY DESCRIBED IN ANY OF THE FOLLOWING CATEGORIES AT THE TIME OF THE SALE OF THE SECURITIES TO THAT PERSON:

A. A BANK OR SAVINGS AND LOAN ASSOCIATION, AS DEFINED IN THE SECURITIES ACT, WHETHER ACTING IN ITS INDIVIDUAL OR FIDUCIARY CAPACITY.

B. A BROKER OR DEALER REGISTERED PURSUANT TO THE SECURITIES AND EXCHANGE ACT OF 1934.

C. AN INSURANCE COMPANY, AS DEFINED IN THE SECURITIES ACT.

D. AN INVESTMENT COMPANY REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940.

E. A BUSINESS DEVELOPMENT COMPANY, AS DEFINED IN THE INVESTMENT COMPANY ACT OF 1940.

F. A SMALL BUSINESS INVESTMENT COMPANY LICENSED BY THE U.S. SMALL BUSINESS ADMINISTRATION.

G. A PLAN ESTABLISHED AND MAINTAINED BY A STATE, ITS POLITICAL SUBDIVISIONS, OR AN 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 FIVE MILLION ($5,000,000.00) DOLLARS (USD).

H. AN EMPLOYEE BENEFIT PLAN WITHIN THE MEANING OF TITLE I OF THE EMPLOYMENT RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA), IF THE INVESTMENT DECISION WITH RESPECT TO THIS INVESTMENT IS MADE BY A PLAN FIDUCIARY AS DEFINED IN ERISA, WHICH IS EITHER A BANK, INSURANCE COMPANY, OR REGISTERED INVESTMENT ADVISOR, OR IF THE EMPLOYEE BENEFIT PLAN HAS TOTAL ASSETS IN EXCESS OF FIVE MILLION ($5,000,000.00) DOLLARS.

I. A PRIVATE BUSINESS DEVELOPMENT COMPANY, AS DEFINED IN THE INVESTMENT ADVISORS ACT OF 1940.

J. A TAX EXEMPT ORGANIZATION DEFINED IN SECTION 506(C)(3) OF THE INTERNAL REVENUE CODE, OR A CORPORATION, MASSACHUSETTS OR SIMILAR BUSINESS TRUST, OR PARTNERSHIP, NOT FORMED FOR THE SPECIFIC PURPOSE OF ACQUIRING THE INTERESTS, WITH TOTAL ASSETS IN EXCESS OF FIVE MILLION ($5,000,000.00) DOLLARS.

K. A DIRECTOR OR OFFICER OF THE COMPANY.

L. A NATURAL PERSON WHO'S INDIVIDUAL NET WORTH (OR JOINT NET WORTH WITH THAT PERSON'S SPOUSE) EXCEEDS ONE MILLION ($1,000,000.00) DOLLARS.

M. A NATURAL PERSON WHO HAD AN INDIVIDUAL INCOME IN EXCESS OF $200,000 IN EACH OF THE TWO MOST RECENT YEARS AND WHO REASONABLY EXPECTS AN INCOME IN EXCESS OF $200,000 IN THE CURRENT YEAR.

N. A TRUST, WITH TOTAL ASSETS IN EXCESS OF FIVE MILLION ($5,000,000.00) DOLLARS, NOT FORMED FOR THE SPECIFIC PURPOSE OF ACQUIRING THE SECURITIES OFFERED, WHOSE PURCHASE IS DIRECTED BY A SOPHISTICATED PERSON AS DESCRIBED IN RULE 506(b)(2)(II) UNDER THE SECURITIES ACT.

O. AN ENTITY ALL THE EQUITY OWNERS OF WHICH MAY RESPOND AFFIRMATIVELY TO ANY OF THE PRECEDING PARAGRAPHS.

FORWARD-LOOKING STATEMENTS

CERTAIN STATEMENTS IN THIS MEMORANDUM INCLUDING BUT NOT LIMITED TO STATEMENTS, ESTIMATES AND PROJECTIONS OF FUTURE TRENDS AND OF THE ANTICIPATED FUTURE PERFORMANCE OF THE COMPANY CONSTITUTE "FORWARD-LOOKING STATEMENTS". SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER IMPORTANT FACTORS THAT COULD CAUSE THE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS OF THE COMPANY, OR INDUSTRY RESULTS, TO DIFFER MATERIALLY FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENT IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS.

STATEMENTS IN THIS MEMORANDUM THAT ARE FORWARD-LOOKING, INVOLVE NUMEROUS RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM EXPECTED RESULTS AND ARE BASED ON THE COMPANY'S CURRENT BELIEFS AND ASSUMPTIONS REGARDING A LARGE NUMBER OF FACTORS AFFECTING ITS BUSINESS. ACTUAL RESULTS MAY DIFFER MATERIALLY FROM EXPECTED RESULTS. THERE CAN BE NO ASSURANCE THAT (I) THE COMPANY HAS CORRECTLY MEASURED OR IDENTIFIED ALL OF THE FACTORS AFFECTING ITS BUSINESS OR THE EXTENT OF THEIR LIKELY IMPACT, (II) THE PUBLICLY AVAILABLE INFORMATION WITH RESPECT TO THESE FACTORS ON WHICH THE COMPANY'S ANALYSIS IS BASED OR COMPLETE OR ACCURATE, (III) THE COMPANY'S ANALYSIS IS CORRECT OR (IV) THE COMPANY'S STRATEGY, WHICH IS BASED IN PART ON THIS ANALYSIS, WILL BE SUCCESSFUL.

NASAA UNIFORM LEGEND

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY UPON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE INTERESTS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THE INTERESTS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD, EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION THEREUNDER OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE REGARDING AGREEMENT TO ARBITRATE

THIS MEMORANDUM REQUIRES THAT ALL INVESTORS ARBITRATE ANY DISPUTE ARISING OUT OF THEIR INVESTMENT IN THE INTERESTS. YOU FURTHER AGREE THAT THE ARBITRATION WILL BE BINDING AND HELD IN LOS ANGELES, CALIFORNIA. YOU AGREE THEREBY, TO WAIVE ANY RIGHTS TO A JURY TRIAL. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE A SETTLEMENT OF A DISPUTE. IT MAY ALSO COST YOU MORE TO ARBITRATE IN CALIFORNIA THAN IN YOUR HOME STATE.

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SUMMARY

The Company is offering the LLC Interests privately pursuant to Rule 506(b) of Regulation D of the Securities Act of 1933 (the "Securities Act") to its qualified investors who, upon admission to the Company, will become Limited Liability Company Members (the "Members"). The following summary is qualified in its entirety by the detailed information appearing elsewhere in this Private Placement Memorandum, in the Company's Operating Agreement and in the Subscription Agreement and Confidential Purchaser Questionnaire. See "RISK FACTORS" for information to be considered by prospective investors.

THE COMPANY

Introduction

GVS HOSPITALITY LLC, (the "Company"), is a limited liability company organized on November 7th 2022, under the laws of THE STATE OF DELAWARE. The Company operates pursuant to its Limited Liability Company Operating Agreement dated November 7th 2022. The Company is soliciting subscriptions for its Limited Liability Company Membership Interests (the "LLC Interests" or the "Securities") from "accredited investors" as that term is defined within the meaning of Rule 506 of Regulation D, of the Securities Act of 1933, as amended ("the Securities Act").

GVS HOSPITALITY LLC, was organized for the following purpose:

Purchase and operate 3 existing Black Bear Diner restaurants in the State of California.

The Company will be managed exclusively by Grace Van Slee hereinafter referred to as the ("Manager"), pursuant to the Company's Operating Agreement. The Manager will have exclusive power and authority to manage the day-to-day, general administrative and business affairs of the Company.

This Confidential Private Placement offering Memorandum (the "Memorandum") sets forth the objectives and method of operation of the Company and certain other pertinent information. Each prospective investor should examine this Memorandum, the Confidential Purchaser Questionnaire and the Subscription Agreement (collectively the "Offering Materials") in order to assure his/her self that the Offering Materials and Company's investment objectives and method of operation are satisfactory. Prospective investors are invited to review any materials available to the Company's management relating to the operations of the Company and any matters regarding this Memorandum. All such materials will be made available at the Company's offices located at 16192 Coastal Highway, Lewes Delaware 19958. Representatives of the Company will be available to answer questions and provide any additional information to the extent it can be acquired without unreasonable effort or expense.

OFFERING SUMMARY

Company Formation	The Company, GVS HOSPITALITY LLC, is a limited liability company formed on November 7th 2022 under the laws of THE STATE OF DELAWARE. The Company operates pursuant to an Operating Agreement dated November 7th 2022. The principal business address of the Company is 16192 Coastal Highway, Lewes Delaware 19958. (See the "OPERATING AGREEMENT" attached hereto as Exhibit B.)
Manager	The Manager of the Company is Grace Van Slee (the "Manager"). The Manager of the Company is also a Member of the Company.
Compensation to the Manager	For services rendered and to be rendered to the Company in connection with the management of the Company, the Company has entered into an agreement with the Manager providing for compensation in the amount of two thousand five hundred dollars ($2500.00) per week until the project outlined herein is completed. In addition to the compensation described above, the Manager has an 80% Equity stake in the Company (See "COMPANY CAPITALIZATION") and will receive allocations of the Company's profits and losses as described in the Operating Agreement. (See the "OPERATING AGREEMENT" attached hereto as Exhibit B.)
Company Term	The Company commenced on the effective date of filing of the Articles of Organization with the Delaware Secretary of State, November 7th 2022, and shall continue until terminated by the provisions of the Operating Agreement or as provided by law. (See the "OPERATING AGREEMENT" attached hereto as Exhibit B.)
Securities Being Offered And Amount of Offering	This Offering is for an aggregate of five hundred and sixty thousand dollars ($560,000) in gross proceeds from the sale of eight (8) Units. Each Unit is comprised of one (1) LLC Membership Interest in the Company. The Company is offering eight (8) Units (the "Units"), at a purchase price per Unit of seventy thousand dollars ($70,000). The minimum purchase amount is thirty five thousand dollars ($35,000) or half a (1/2) Unit. (See "DESCRIPTION OF SECURITIES") The 8 Units represent a total of 20% equity in the company.
Suitability Standards	The Company is offering the Securities solely to investors that satisfy certain suitability standards, including the ability to afford a complete loss of their investment (See "TERMS OF THE OFFERING"). Purchasers (sometimes referred to herein as "Subscribers") will be limited to "accredited investors" as that term is defined in Rule 506 of Regulation D of Securities Act. (See "SUITABILITY STANDARDS")
Purchaser Requirements	Purchasers will be limited to "accredited investors" as that term is defined in Rule 506 of Regulation D of Securities Act of 1933. (See "SUITABILITY STANDARDS")
Expenses	All proposed purchasers of Securities will be responsible for their own costs, fees, and expenses, including the costs, fees and expenses of their counsel and other advisors. The purchaser of the LLC Interests will be required to indemnify the Company for any Finder's fees for which such purchaser may be responsible.

Risk Factors

An investment in the Securities that are the subject of the Memorandum is highly speculative and involves a high degree of risk. Investors should be able to withstand the total loss of their entire investment in the securities that are the subject of this Memorandum. Prospective purchasers should carefully review the information set forth under "RISK FACTORS" as well as other information contained in this Memorandum.

Broker/Dealer

The Company may engage an NASD registered member, to act on the Company's behalf with respect to the private placement of the Securities. In such case, the Company is prepared to pay, as compensation for a Broker Dealer's services, a commission up to the maximum allowed by law from the sale of the LLC Interests sold by the Broker-Dealer.

Finders

The Company may issue LLC Interests and/or cash to qualified Finders for their efforts in locating investors for the Company. The LLC Interests will be issued pursuant to an agreement between the Company and the Finder at or near the time an investor located by the Finder makes an investment in the Securities of the Company.

Use of Proceeds

The Company expects to receive aggregate gross proceeds from the Offering of approximately five hundred and sixty thousand ($560,000)
less amounts paid in commissions, costs, and finders' fees, that will be used to purchase and operate 3 existing Black Bear Diners. (See "USE OF PROCEEDS")

The Subscription Agreement

The purchase of the LLC Interests will be made pursuant to a Subscription Agreement and Confidential Purchaser Questionnaire that will contain, among other things, customary representations and warranties by the Company, certain covenants of the Company, investment representations of the purchasers, including representations that may be required by the Securities Act and applicable state "blue sky" laws, and appropriate conditions to closing, including, but not limited to, qualification of the offer and sale of the LLC Interests under applicable state "blue sky," laws. A form of such Subscription Agreement and accompanying Confidential Purchaser Questionnaire are being delivered along with this Memorandum.

Lack of Escrow for Offering Proceeds

The Company has no intention of placing any of the proceeds raised under this Offering in an escrow account. Instead, the Company intends to utilize the Offering proceeds immediately upon receipt. Therefore, Subscribers are urged to consider that in the event the Company is unable to complete this Offering or is for any reason unsuccessful in carrying out its business plan and by reason thereof is rendered bankrupt or insolvent, there will in all likelihood be no opportunity for specific reimbursement of any subscriptions. For this reason investment in this Offering is extremely risky and speculative and Subscribers are urged not to invest unless they can afford to absorb a complete loss of their investment.

Financial Projections Require Caution	Subscribers are urged to consider that the financial projections discussed by the Company, if any, were prepared by Management assuming a conservative position in the marketplace for the Company and the completion of this Offering. Such projections are not guarantees of future financial performance, nor should they be understood as such by Subscribers. Subscribers should be aware of the inherent inaccuracies of forecasting. Although Management has a reasonable basis for these projections and has provided them herewith in good faith, Subscribers may wish to consult independent market professionals about the Company's future performance.
Maximum Offering	Eight (8) LLC Interests at a purchase price of seventy thousand dollars ($70,000) per LLC Interest. Each Unit represents a 2.5% Equity Stake.
Minimum Subscription	The minimum subscription per subscriber is one half (1/2) Unit or thirty five thousand dollars ($35,000). Lesser amounts may only be accepted subject to the prior approval of the Manager. The Company reserves the right to reject any subscription, in whole or in part, in its sole discretion. The Company will not unreasonably reject any subscription. All subscription interests are irrevocable. Prospective Investors whose subscriptions are accepted by the Company shall become "Limited Liability Company Members" in the Company.
Subscription Procedure	In order to subscribe for Interests, a Subscriber must (1) complete, execute and deliver to the Manager the Confidential Purchaser Questionnaire and Subscription Agreement in the form annexed hereto as Exhibit A, (2) complete, execute and deliver to the Manager the Operating Agreement and signature page, annexed hereto as Exhibit B, along with (3) a cashier's check made payable to GVS HOSPITALITY LLC. (See "SUBSCRIPTION PROCEDURES")
Operating Agreement	The Company operates pursuant to its limited liability company operating agreement (the "Operating Agreement") that is attached hereto as Exhibit B and incorporated herein by reference. Prospective Investors are advised that any references to the Company's Operating Agreement in this Memorandum do not purport to be a complete statement and are qualified in their entirety by reference to the complete Operating Agreement.
Allocation of Profits and Losses	The Profits and Losses of the Company will be allocated between the Members and the Company's Manager, Grace Van Slee, in accordance with each Member's Percentage Interest. (Proportionate share)

Withdrawals

Withdrawals by Members may be permitted in accordance with the terms and conditions of the Company's Operating Agreement. (See the "OPERATING AGREEMENT" attached hereto as Exhibit B.)

Required Withdrawals

The Manager may require the complete or partial withdrawal of a non-managing Member if the Managing Member determines in its reasonable discretion that continued undiminished membership of the non-managing Member in the Company would (i) constitute or give rise to a violation of applicable law or (ii) otherwise subject the Company or the Managing Member to material onerous legal, tax or other regulatory requirements that cannot reasonably be avoided without material adverse consequences to the Company or any other Member.

Restrictions on Transferability

The Company's Operating Agreement provides that a Member may not assign his Interests nor substitute another person as a Member without the prior written consent of a majority of the Members.

Tax Consequences

A prospective investor should consider carefully all of the potential tax consequences of an investment in Interests and should consult with his tax advisor before subscribing for Interests. For a discussion of certain income tax consequences of this investment see "INCOME TAX CONSEQUENCES."

Subscription Period

The subscription period for this offering will terminate on or before January 31st 2023 sooner terminated or extended by the Company's Manager, in his sole discretion, for up to an additional ninety (90) days (the "Offering Termination Date"). The Offering is being conducted on a "rolling basis", in that the Company is able in its sole discretion, to utilize the proceeds from the Offering as the Company receives them. The Company reserves the right to terminate the Offering at any time in its sole discretion.

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RESTRICTIONS ON TRANSFER

The LLC Interests will be restricted as to transferability under state and federal laws regulating securities. The LLC Interests have not been registered under the Securities Act, or any similar state statute, in reliance upon exemptions from the registration requirements contained therein. Accordingly, all of the LLC Interests will be considered “restricted securities” as defined in Rule 144 of the Securities Act. As “restricted securities,” an investor must hold them indefinitely and may not dispose or otherwise sell them without registration under the Securities Act and without registration under any applicable state securities laws, unless an exemption from registration is available.

In the event that an investor desires to sell or otherwise dispose of any of the LLC Interests, the investor will be required to furnish the Company with an opinion letter of counsel that, after review by the Company’s counsel, is satisfactory to the Company. To be acceptable to the Company the opinion letter of counsel must conclude that the proposed transfer would not violate the registration requirements of the federal or state securities acts. The Company has the absolute right, in its sole discretion, to approve or disapprove such transfer. All certificates and documentation evidencing investors’ LLC Interests will bear bold legends giving notice of these restrictions.

FORWARD LOOKING STATEMENTS

This Private Placement Memorandum contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, which reflect the Company’s current judgment on certain issues. Those statements appear in a number of places in this Memorandum and in the documents incorporated by reference, if any, and may include statements regarding, among other matters, the Company’s growth opportunities and other factors affecting the Company’s financial condition or results of operations. Because such statements apply to future events, they are subject to risks and uncertainties that could cause the actual results to differ materially from those anticipated in this Memorandum. Important factors that could cause actual results to differ materially include, but are not limited to: business conditions and growth in the industry and general economy – both domestic and international; the effects of deregulation of banking; lower than expected market acceptance of the Company’s Film, competitive factors, including pricing pressures, technological developments, and Films offered by competitors; technological difficulties and resources relating to production or post-production of the Film; and the timely flow of competitive new products and market acceptance of those products. Actual results may differ materially from these statements as a result of risk factors inherent in the Company’s business, industry, or other factors. Risk factors that are applicable to the Company are more fully described below.

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RISK FACTORS

THE LLC INTERESTS OFFERED HEREBY ARE HIGHLY SPECULATIVE, AND PROSPECTIVE PURCHASERS SHOULD BE AWARE THAT AN INVESTMENT IN THE LLC INTERESTS INVOLVES A HIGH DEGREE OF RISK. ACCORDINGLY, PROSPECTIVE PURCHASERS SHOULD CAREFULLY CONSIDER THE FOLLOWING RISK FACTORS IN ADDITION TO THE OTHER INFORMATION IN THIS PRIVATE PLACEMENT MEMORANDUM.

Lack of Liquidity

The LLC Interests are being offered without registration under the Securities Act, in reliance upon an exemption contained in Section 4(2) of the Securities Act and/or Regulation D under the Securities Act. Certain restrictions on transferability will preclude disposition and transfer of LLC Interests other than pursuant to an effective registration statement or in accordance with an exemption from registration contained in the Securities Act. In addition, the Company's Operating Agreement sets forth certain restrictions on the transfer of the LLC Interests. In light of the restrictions imposed on a transfer of the LLC Interests, an investment in the Company should be viewed as illiquid and subject to risk.

The determination of the offering price may not reflect the value of the Company

The offering price of the LLC Interests has been arbitrarily determined by the Company and is not based on book value, assets, earnings or any other recognizable standard of value. No assurance can be given that the Company's LLC Interests could be sold for the offering price or for any amount. If profitable results are not achieved from the Company's operations, of which there can be no assurance, the value of the LLC Interests sold pursuant to this Offering could fall below the offering price and the LLC Interests could become worthless.

There are restrictions on transferability and no market for the LLC Interests; therefore you may not be able to sell the LLC Interests when you want to

There is no public, or private, market for the LLC Interests and there can be no assurance that a market will develop, or that the purchasers will be able to resell the LLC Interests offered hereby at the offering price or any other price. The LLC Interests have not been registered under the Securities Act or under any state securities laws and are restricted securities for the purposes of federal and state securities laws. The LLC Interests cannot be sold unless subsequently registered under such laws or unless, in the opinion of counsel satisfactory to the Company, an exemption from registration is available. As a result of these limitations on transferability, any purchaser must bear the economic risk of an investment in the LLC Interests for an indefinite period of time.

Best Efforts Offering, No Minimum Amount

The LLC Interests are being offered by the Company on a "best efforts" basis and no minimum amount of proceeds is required to be raised before the Company may use the proceeds of this Offering. No assurance can be given that all or any specific portion of LLC Interests offered hereby will be sold. The description of "Use of Proceeds" set forth herein shows the proposed use of the net proceeds assuming the sale of all of the

LLC Interests offered hereby. To the extent that less than all of the LLC Interests offered hereby are sold, the Company will need to adjust its planned use of the proceeds to accommodate for the reduction in receipt of funds. The allocation and prioritization of uses of proceeds will be undertaken by Company management based on its opinion, from time to time, as to the likely proceeds from this offering and the then existing needs of the Company. (See "USE OF PROCEEDS").

No Minimum Capitalization

The Company does not have a minimum capitalization and it may use the proceeds from the issuance of LLC Interests once the corresponding subscription agreements are accepted. The Company may only raise a minimum amount of capital, which would leave it with insufficient capital to implement its business plan, resulting in a complete loss of the Members' investment in the Company unless the Company is able to raise the required capital from alternative sources. There is no assurance that alternative capital or financing would be available.

Immediate Dilution

A purchaser in this offering will experience immediate dilution of their investment because the offering price of the LLC Interests is expected to exceed the net tangible book value per LLC Interest of the Company after giving effect to the offering.

Additional Capital Requirements and Future Dilution

The long-term growth plans of the Company may require additional capital. Furthermore, if insufficient funds are raised under this offering, then the Company may be required to raise additional funds to complete development of any of its projects. The Company may raise additional funds through the pre-licensing of the Films distribution rights for certain geographical territories or through gap financing, whereby the Company would borrow funds from a financial institution(s) using the licensing rights to the Film for any unsold geographical territories as security for said loan(s). The Company may also obtain additional financing through certain government subsidies or tax incentives available in certain geographic areas, if available, at the Company's discretion. Failure to obtain such additional capital on terms acceptable to the Company could restrict its ability to implement its growth plans.

While there are no plans to do so, there is a possibility that the Company will need additional capital, which may be accomplished through another offering of the Company's securities. Any future offerings could result in the dilution of ownership of the Company to investors purchasing LLC Interests under the terms of the within Offering. There can be no assurance that additional capital from any source will be available when needed or on terms acceptable to the Company. The availability of additional financing may be dependent on the relative success and progress of the Company and may be offered on more favorable terms than offered herein. In order to obtain additional financing, the Company may be required to dilute the equity investment of its then current Members, including those investors purchasing LLC Interests in this offering.

Use of Proceeds May Be Altered

The Company expects to use the net proceeds to purchase 3 existing Black Bear Diner Restaurants, for general corporate purposes, including working capital to fund and implement its business plan, anticipated operating losses and capital expenditures. The Manager will have significant discretion in applying the net proceeds of this offering. The failure of the Manager to apply such funds effectively could have a material adverse effect on the Company's business, prospects, financial condition and results of operations.

Limited Operating History

The Company was formed on November 7th 2022, and accordingly has a very limited history of operation. There can be no assurance that the Company will be able to successfully complete the film and obtain licensing or distribution or if the Film will be accepted by the public marketplace. For these and other unforeseeable factors, there can be no assurance that the Company will achieve or sustain profitable operations.

No Assurance of Profit

There is no assurance as to whether the Company will be profitable or earn revenues or whether the Company will be able to return any investment funds, to make cash distributions or to meet its operating expenses and debt service, if any.

Absence of Immediate Revenues

The Company anticipates that it will incur substantial expenses relating to the implementation of its business plan and cost overruns may be incurred. The Company currently expects the initial expenses it incurs to result in operating losses for the Company for the foreseeable future. Furthermore, no assurance can be made that a Member will realize any return on his or her investment or that such Member will not lose his or her entire investment.

No Assurance of Cash Distributions

No assurance can be given as to when or whether cash will be available for distribution to the Company's Members. Management will be reimbursed by the Company for all direct and an allocable portion of indirect expenses incurred by it in performing management services for the Company. The Company must pay its operating expenses and other costs, prior to making cash distributions to the Members. Even if cash distributions are made, the Company may not be profitable or be successful in generating earning revenues. The Company's management, in its discretion, may retain Company funds for working capital purposes.

Financial Projections

Financial projections concerning the estimated operating results of the Company may be prepared by the Company's management. These projections would be based on certain assumptions which may prove to be inaccurate and which are subject to future conditions which may be beyond the control of the Company, such as changes in the condition of the national and international films markets, changes in interest rates, and changes in the costs of production or post-production of a Film. Due to the fact that the Company has a limited operating history the Company may experience unanticipated costs, or anticipated distribution or licensing contracts may not materialize, resulting in lower revenues than forecasted. There is no assurance that the results that may be illustrated in financial projections would in fact be realized by the Company. The financial projections would be prepared by management of the Company and would not be examined or compiled by independent certified public accountants. Accordingly, neither the independent certified public accountants nor counsel to the Company could provide any level of assurance on them.

You must rely totally on the Company's Manager for selection of its projects.

Dependence on Management

The Manager makes all decisions with respect to the Company's assets, including investment decisions and the day-to-day management of the Company. Other than as specified in the Operating Agreement, the Members have no right or power to take part in the management of the Company. As a result, the success of the Company for the foreseeable future will depend largely upon the ability of the Manager.

PROSPECTIVE INVESTORS ARE HEREBY ADVISED THAT THE SUCCESS OF PREVIOUS MOTION PICTURE VENTURES OR ENTERTAINMENT PROJECTS UNDERTAKEN BY THE COMPANY'S MANAGEMENT AND AFFILIATES CANNOT BE CONSTRUED AS A GUARANTEE OF THE SUCCESS OF THE VENTURES OUTLINED HEREIN.

Potential Conflicts of Interest

The Company's management may in the future become associated with or employed by other Companies, which are engaged, or may become engaged, in operations similar to the operations engaged in by the Company. Conflicts of interest between the Company's managers and officers and the Company may arise by reason of such relationships. Management intends to resolve any conflicts with respect to such operations in a manner equitable to the Members of the Company, its management, and any of the Company's affiliates.

Achievement of the Company's Investment Goals and Objectives

All investments in the Company risk the loss of capital. While the Company's management believes that its experience and relationships will moderate this risk to some degree, no representation is made that the Company's projects will be successful.

Risk of Litigation

There are many risks incident to the production and distribution of feature films and film soundtracks that may give rise to litigation. Under such circumstances, the Company may be named as a defendant in a lawsuit or regulatory action.

Institutional Risk

The institutions, including banks, with which the Company (directly or indirectly) does business, may encounter financial difficulties that impair the operational capabilities or the capital position of the Company.

Changes in Applicable Law

The Company must comply with various legal requirements, including requirements imposed by the state and federal securities laws and pension laws. Should any of those laws change over the scheduled term of the Company, the legal requirements to which the Company and its Members may be subject could differ materially from current requirements.

Possible Adverse Tax Consequences

While the Company is advised in tax matters by its accountants, the Internal Revenue Service (the "IRS") may not accept the tax positions taken by the Company.

Possibility of Audit

The IRS could audit the Company's information and adjustments to the Company's tax returns could occur as a result. Any such adjustment could subject the Members to additional tax, interest and penalties, as well as incremental accounting and legal expenses. In addition, an audit of the Company's tax returns could lead to audits of the individual tax returns of the Members, resulting in adjustments and additional tax with respect to non-Company items.

ERISA Matters

Most pension or profit-sharing plans, individual retirement accounts and tax-advantaged retirement funds are subject to provisions of the Code, the Employee Retirement Income Security Act of 1974 (‘ERISA”), or both, which may be relevant to a decision as to whether such plans should invest in the Company. There may, for example, be issues as to whether such an investment is “prudent” or a “prohibited transaction.” An investment in the Company may be result in “unrelated business income.” Legal counsel should be consulted by such a retirement fund before investing in the Company. (See “ERISA CONSIDERATIONS”).

Government Regulation

The Company may be subject to regulation by county, state and federal governments, governmental agencies. Failure to obtain regulatory approvals or delays in obtaining regulatory approvals by the Company, its contractors, or other persons or entities employed by the Company, could adversely affect the Company’s ability to complete development, production, marketing and/or promotion on time or at all, which could adversely impact the Company's ability to generate revenues or profits. Although the Company does not anticipate problems satisfying any of the regulations involved, the Company cannot foresee the possibility of new regulations, which could adversely affect the business of the Company. The Company anticipates that all regulatory approvals required will be granted. Violations by the Company and/or its contractors, and/or non-compliance with such regulations and approvals, may adversely affect the Company's ability to complete its projects, may subject the Company to fines and or other monetary penalties, and could adversely affect the Company's ability to conduct its business as intended.

Economic Risks

Local, national and international economic conditions may have a substantial adverse affect on the efforts of the Company. The Company cannot guarantee its anticipated results of operations against the possible eventuality of any of these potential adverse conditions.

Operations - Possible Liens

If the Company fails to pay for materials or services for its projects on a timely basis, the Company's assets could be subject to materialmen's and workmen's liens. The Company’s management is not responsible for the financial condition or performance of any supplier or third party service provider or any other unaffiliated vendors. The Company may also be subject to bank liens in the event that they default on loans from banks, if any.

Possible Inadequacy of Company Funds

The Company will have limited capital available to it, to the extent that the Company raises capital from this offering. If the Company’s entire original capital is fully expended and additional costs cannot be funded from borrowings or capital from other sources, then management may cause the Company to alter its business plan, particularly its production budget and business strategy. Further, a shortage of funds may prevent or delay the Company from achieving profitability or enabling the Company to pay distributions to its members. There is no assurance that the Company will have adequate capital to conduct its business.

Indemnification of Officers and Managers

The Company's Operating Agreement provides that the Company will, within the limits of capital contributions and retained assets, hold its members, Manager(s) and officers harmless against certain claims arising from Company activities, other than losses or damages incurred by it as a result of its gross negligence, fraud or bad faith. If the Company were called upon to perform under its indemnification agreements, then the portion of its assets expended for such purpose would reduce the amount otherwise available for the implementation of its business model, or for distributions to its Members, if any.

Uninsured Losses

The Company may obtain comprehensive insurance coverage, including liability, fire and extended coverage, as is customarily obtained for businesses similar to the Company. Certain types of losses of a catastrophic nature, such as losses resulting from floods, tornadoes, thunderstorms, earthquakes, and acts of terrorism are uninsurable or not economically insurable to the full extent of potential loss. Such Acts of God, work stoppages, regulatory actions or other causes, could interrupt or delay the Company's development or renovation undertakings, and would adversely affect the Company's business, results of operations, and profitability.

RISK FACTORS INHERENT IN THE RESTAURANT INDUSTRY

The restaurant industry is highly speculative and inherently risky. There can be no guarantee of the economic success of any restaurant.

THE FOLLOWING RISK FACTORS UNIQUE TO THE ENTERTAINMENT INDUSTRY SHOULD BE CAREFULLY CONSIDERED IN EVALUATING AN INVESTMENT IN THE SECURITIES OFFERED HEREBY.

Competition and Constant Technological Change

The Company is in a highly competitive business and will face competition from other competitors within the restaurant industry. Many of these competitors have significantly greater financial and other resources than the Company.

PROSPECTIVE INVESTORS ARE REMINDED THAT THERE IS PRESENTLY NO PUBLIC MARKET FOR THE COMPANY'S LLC INTERESTS AND NO MARKET IS EXPECTED TO DEVELOP FROM THIS PLACEMENT, NOR IS THERE ANY ASSURANCE THAT ONE WILL EVER DEVELOP. THE TRANSFERABILITY OF THE LLC INTERESTS IS RESTRICTED UNDER FEDERAL AND STATE SECURITIES LAWS. THE COMPANY MAY NOT BECOME A PUBLICLY TRADED COMPANY AND, EVEN IF IT DOES, THE TRANSFERABILITY OF THE LLC INTERESTS WOULD BE SUBJECT TO THE CONDITIONS OF RULE 144 OF THE SECURITIES ACT OF 1933, AS AMENDED. CONSEQUENTLY, INVESTORS MAY NOT BE ABLE TO LIQUIDATE THEIR INVESTMENT IN THE COMPANY IF SUCH LIQUIDATION SHOULD BECOME NECESSARY OR DESIRED.

THE FOREGOING SPECIAL CONSIDERATIONS DO NOT PURPORT TO BE A COMPLETE EXPLANATION OF THE RISKS INVOLVED IN THIS OFFERING. PROSPECTIVE INVESTORS SHOULD READ THE ENTIRE MEMORANDUM BEFORE DETERMINING TO INVEST IN THE COMPANY.

THE BUSINESS

Introduction

GVS HOSPITALITY LLC, (the "Company"), is a limited liability company organized on November 7th 2022, under the laws of THE STATE OF DELAWARE.

GVS HOSPITALITY LLC, was organized for the following purpose:

Purchasing 3 existing Black Bear Diner Restaurants

Competition

There is limited competition from other restaurants located in the area.

Employees

As of the date of this Memorandum, the Company had one (1) staff member. The Manager intends to hire the existing employees at each of the restaurant locations.

FACILITIES

The Company currently operates from its offices located at 16192 Coastal Highway Lewes Delaware 19958.

LITIGATION AND ADMINISTRATIVE PROCEEDINGS

The Company is not currently involved in any litigation or administrative proceeding believed to be material to the development of the Company's business objectives or the Offering.

MANAGEMENT

The Company will be managed by Grace Van Slee herein as the ("Manager"), pursuant to the Company's Operating Agreement. The Manager will have exclusive power and authority to manage the day-to-day, general administrative and business affairs of the Company. The Members will have no authority or right to act on behalf of the Company in connection with any matter other than with regard to those matters described in the Operating Agreement.

Manager Profile:

Name	Age	Positions
Grace Van Slee	53	President/General Manager

Grace Van Slee

Grace Van Slee has over 14 years of experience working with the Black Bear Diner brand. During this time, Ms. Van Slee has been a Manager and General Manager at a number of Black Bear Diner locations.

INDEMNIFICATION OF MEMBERS AND MANAGERS

The Operating Agreement of the Company provides that to the fullest extent permitted by Delaware law the directors of the Company shall not be personally liable in monetary damages to either the Company or its Members for breaches of their fiduciary duty as directors, and further provide that to the fullest extent permitted by Delaware law the Company may indemnify officers, directors and agents of the Company against monetary damages for breach of their duty to the Company or its Members.

Management of the Company has indicated that it intends to offer indemnity agreements consistent with the foregoing to all officers and directors of the Company. In this regard, investors should be aware of the position of the United States Securities and Exchange Commission respecting such indemnification, which position is as follows: “Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the small business issuer pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.”

ESTIMATED USE OF PROCEEDS

The Company anticipates that net proceeds to the Company from this Offering after deducting estimated Offering expenses including legal, accounting, printing, and other Offering expenses including syndication, marketing, consulting fees, and overhead from the gross raise of $560,00000 and assuming that all LLC Interests are sold through broker-dealers and finders and all commissions and finders' fees are paid will total $560,000 assuming all LLC Interests are sold. The Company anticipates that the net proceeds will be applied as set forth below. However, there are no assurances that the Company will use the proceeds as described. (See "Risk Factors – Use of Proceeds").

The Company intends to use the net proceeds from this Offering (assuming full subscription of the LLC Interests) as follows:

Description of Use	Amount	Percentage
Acquisition of 3 Restaurants	$560,000	100%
TOTAL	**$560,000**	**100%**

The amounts set forth above represent the Company's present intentions for the use of the net proceeds from the Offering assuming all LLC Interests are sold. However, the amounts actually expended for each purpose may vary significantly depending on numerous factors, including without limitation, the number of LLC Interests sold in this Offering, the net proceeds derived therefrom, the number and timing of projects pursued, as well as the state of development or production of those projects, changes in interest rates, and unanticipated complications, delays and expenses.

Any reallocation of the net proceeds of the Offering will be made at the sole discretion of the Company's Manager but will be in furtherance of the Company's strategy to achieve growth and profitable operations. The Company's working capital requirements are a function of its future growth and expansion, neither of which can be predicted with any reasonable degree of certainty. Pending the use of funds by the Company, the net proceeds may be invested in short-term interest bearing instruments such as certificates of deposit and money market funds.

DESCRIPTION OF SECURITIES

The following description of the Securities is qualified in its entirety by reference to the Company's Operating Agreement, which is attached hereto as Exhibit B.

Membership Interests. As the Company is a Delaware limited liability company (an "LLC"), its investors whose subscriptions are accepted by the Company become "Members". Rather than receive stock, investors in an LLC receive "Membership Interests." Pursuant to the Operating Agreement, the Company may have only one class of Membership, and no Member may have any rights or preferences in addition to or different from those possessed by any other Member. As of the date of this Memorandum, the Company has issued Membership Interests to one (1) Member. Investors subscribing to the offering described herein whose subscriptions are accepted by the Company shall become Members of the Company with rights and privileges that are equal to those of its existing Member(s).

Units. The Company is offering up to eight (8) Units, each Unit consisting of one (1) LLC Interest. The sale price of the Units has been arbitrarily determined by the Company and does not necessarily bear any relationship to the Company's book value, assets, past operating results, financial condition, generally accepted accounting principles or any other established criteria of value. See "Risk Factors."

RESTRICTED SECURITIES AND LIMITATIONS ON TRANSFERABILITY

No present market exists for the Units or underlying Membership Interests. The Securities have not been registered for sale under the Securities Act or registered or qualified under the securities laws of any state, in reliance upon available exemptions from such registration and qualification requirements. The exemptions from registration and/or qualification relied upon by the Company for this Offering may be dependent, in part, upon the "investment intent" of the investor and would not be available if any investor was acquiring the securities with a view to further sale or distribution. Accordingly, each investor when executing a Subscription Agreement for the Units will be required to represent that the purchase is for investment, for such investor's own account, and without any view to the sale or distribution thereof. The Securities cannot be resold unless they are subsequently registered and/or qualified, or there are available exemptions from such registration and/or qualification requirements. A restrictive legend will be placed on all certificates representing the Membership Interests to insure the effectiveness of these restrictions. The Company reserves the right to require an opinion of legal counsel satisfactory to it regarding the availability of resale exemptions to be provided by a proposed seller of such securities.

INVESTORS CONTEMPLATING A PURCHASE OF THE SECURITIES OFFERED HEREBY SHOULD SEEK THEIR OWN INDEPENDENT LEGAL ADVICE REGARDING THE EFFECT OF THESE RESTRICTIONS AND INVESTMENT REPRESENTATIONS.

COMPANY CAPITALIZATION

Principal Members

The following table sets forth, as of the date of completion of this Memorandum, the legal and/or beneficial ownership of management and of any person or group known to hold more than 5% of the LLC Interests. The third column indicates percentage ownership assuming that the Offering is fully subscribed.

Grace Van Slee	80% Ownership + any outstanding units.

FEES, EXPENSES AND OTHER CHARGES

The entire proceeds from the sale of the LLC Interests will be and will continue to be, available to the Company. The Company will pay all expenses of the Company, including without limitation, fees and commissions, taxes, legal and accounting fees and expenses, insurance premiums, interest charges, litigation and other extraordinary or nonrecurring expenses.

CERTAIN INCOME TAX CONSEQUENCES

PROSPECTIVE INVESTORS ARE URGED TO CONSULT THEIR ACCOUNTANTS AND/OR TAX ADVISORS WITH RESPECT TO POSSIBLE FEDERAL, STATE AND LOCAL INCOME TAX CONSEQUENCES OF AN INVESTMENT IN THE COMPANY.

ERISA CONSIDERATIONS

ERISA, among other things, imposes certain duties on persons who are fiduciaries of employee benefit plans subject to ERISA (an "ERISA Plan") and prohibits certain transaction between and ERISA Plan and the "fiduciaries" and "parties in interest" (as those terms are defined in ERISA) of the ERISA Plan. If the assets of the Company are deemed to be "plan assets" under ERISA (1) the prudence standards and other provisions of Part 4 of Title 1 of ERISA applicable to investments by ERISA Plans and their fiduciaries would extend to investments made by the Company; (2) fiduciaries of ERISA plans could be liable under ERISA for investments made by the Company that do not conform to the standards imposed by ERISA; (3) certain transactions that the Company might seek to enter into may constitute "prohibited transactions" under ERISA and the Code; and (4) the Company would be subject to certain reporting and disclosure requirements under ERISA.

A regulation adopted by the Department of Labor defining the term "plan assets" for the purpose of ERISA (the "Plan Assets Regulation") generally provides that the underlying assets of an entity in which ERISA Plans make equity investments will be considered "plan assets" unless (1) the equity investment is a "publicly-offered security" or a security issued by an investment company registered under the 1940 Act, (2) the entity is an "operating company" or (3) equity participation by "employee benefit investors" in the entity is not "significant." The Company, to the extent it permits ERISA Plans to become Members, will seek to rely on the third of these exceptions.

Under the Plan Assets Regulation, equity participation is not "significant" if investments by employee benefit investors represent less than 25% of a class of securities issued by an entity. Employee benefit investors for this purpose include not only ERISA Plans but also plans not subject to ERISA such as Individual Retirement Accounts, Keogh Plans and governmental plans.

Under ERISA, a fiduciary of an ERISA Plan is required, among other things, to discharge his or its duties toward the plan with care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. A fiduciary of an ERISA Plan, in assessing whether causing the plan to invest in the Company is consistent with ERISA's prudence requirements, should consider, among other things, that investment in the Company may involve certain risks.

ERISA may prohibit the purchase of LLC Interests by an ERISA plan if the Management or any of its affiliates is a "fiduciary," "party in interest" or disqualified person" (as defined in ERISA) with respect to an ERISA Plan.

MISCELLANEOUS SECURITIES MATTERS

Lack of Exemption from the Investment Company Act

The Company will not be registered as an investment company under the Investment Company Act of 1940, as amended. As a result, certain protection of such act will not be afforded to the Company or its Members.

Registration Under the Investment Advisers Act

The Manager is not registered, and does not intend to register, as an investment adviser under the Investment Advisers Act of 1940, as amended.

TERMS OF THE OFFERING

GVS HOSPITALITY LLC, a Delaware limited liability company (the "Company") is offering up to eight (8) LLC Interests of the Company (the "Securities"), at a purchase price per LLC Interest of seventy thousand dollars ($70,000) per Unit, to Accredited Investors, as that term is defined in Rule 506 promulgated under the Securities Act, as amended. The Offering will consist of 8 Units (the "Units") at a purchase price per Unit of seventy thousand dollars ($70,000) (the "Offering). Each Unit consists of one (1) LLC Interest of the Company. The LLC Interests offered hereby are collectively referred to as the "Securities." The sales price of the LLC Interests has been arbitrarily determined by the Company and does not necessarily bear any relationship to the Company's book value, assets, past operating results, financial condition, generally accepted accounting principles, or any other established criteria of value.

As determined by the Company, the LLC Interests will be sold through the Company's management and Members of the Company and may be sold through a broker-dealer who is a member of the National Association of Securities Dealers, Inc. The broker-dealer participating in the offering may receive a commission up to ten percent (10%) of the gross proceeds plus non-accountable expense items and due diligence fees which may also be based on gross proceeds from LLC Interests sold by such broker-dealer, and may, at the Company's discretion, be indemnified by the Company against certain civil liabilities, including liabilities arising under the Securities Act, as amended.

The minimum initial investment for a purchaser will be $35,000 to acquire 1/2 Unit or 1/2 LLC Interest. These LLC Interests are suitable for investment only by prospective investors who meet the qualifications of an "Accredited Investor," as defined in Regulation D promulgated under the Securities Act, as described below under "Investor Suitability Standards."

SUITABILITY STANDARDS

Investment in the securities of the Company involves substantial risk. There will be no public market for the securities. Also, sale or other disposition requires prior written consent of the Company until and such securities become registered under the federal and state securities laws. To the extent they do not become registered under the federal and state securities laws, the securities cannot be transferred unless they comply with one of the federal exemptions that permit the transfer of restricted securities and with the appropriate state securities laws. Accordingly, investment in the securities referred to in this memorandum is suitable only for person of adequate financial means who have no need for liquidity with respect to their investment and who are capable of suffering a loss of their entire investment in any securities purchased.

A suitable investor is one who meets the conditions set forth above and whom the Company immediately prior to sale and upon making reasonable inquiry, shall have reasonable grounds to believe, and does believe:

1) Is an **accredited investor** within the meaning of Regulation D promulgated under the Securities Act.

2) Is acquiring the LLC Interests for investment and not with a view to resale or distribution;

3) Can bear any economic risk incident to holding the Securities;

4) Recognizes the restrictions on transferability of the securities, has adequate means of providing for his current financial needs and possible personal contingencies, has no need for liquidity of this investment and has no reason to anticipate any change in his personal circumstances, financial or otherwise, which might cause him to attempt to resell or transfer his securities.

5) Is familiar with the nature and risks attending investments in privately offered securities, and has determined that the purchase of the securities is consistent with his forecasted income and investment objectives;

6) Is aware that no trading market for his securities is likely to exist at any time and that his securities will at no time be freely transferable unless the Membership Interest is registered pursuant the federal securities laws; and,

7) Satisfies the applicable state law suitability requirements of the state of the investor's residence.

Each investor will also be required to represent that he has been furnished, has carefully read and has relied solely on the information contained in this Memorandum, including all exhibits, amendments and supplements hereto.

Further, LLC Interests will be offered for sale only to persons who the Company has reasonable grounds to believe are qualified investors. The Company will request that prospective investors or their Purchaser Representative(s) complete a questionnaire and may require that such persons furnish other information.

Securities will be sold to "accredited investors" as that term is defined in 17 CFR section 230.506(a). Among the categories of persons who are defined as accredited investors in 17 CFR section 230.506(a) are the following: natural persons who have a personal net worth or joint net worth with a spouse (including homes, furnishings and automobiles) in excess of $1,000,000; or natural persons who have had an annual 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 reasonably expect an income of the same level in the current year. Corporations, partnerships, trusts and other entities may be deemed accredited investors if all of their equity holders are accredited investors.

As used in this Memorandum, the term "net worth" means the excess of total assets over total liabilities. In computing net worth for the purpose of the foregoing, the principal residence of the investor must be valued at cost, including the cost of improvements, or at recently appraised value by an institutional lender making a secured loan, net of encumbrances. In determining income, an investor should add to the investor's adjusted gross income any amounts attributable to tax-exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depletion, contributions to an IRA or KEOGH retirement plan, alimony payments, and any amount by which income from long-term capital gains has been reduced in arriving at gross income.

The suitability standards referred to above represent minimum suitability requirements for prospective purchasers, and the satisfaction of such standards by a prospective purchaser does not necessarily mean that the LLC Interests are a suitable investment for such person. The Company, in circumstances it deems appropriate, may modify such requirements. Under rule 506 (b) an unlimited amount of accredited investors and up to 35 un-accredited investors may participate in this offering.

The above-described representations from prospective investors will be reviewed to determine the suitability of the LLC Interests of prospective investors, and the Company will have the right to refuse a subscription for the LLC Interests if, in its discretion, it believes the prospective investor does no meet the applicable suitability standards or the LLC Interests are otherwise an unsuitable investment for the prospective investor. Subscriptions will not necessarily be accepted in the order received by the Company.

SUBSCRIPTION PROCEDURES

In order to subscribe for the Securities offered hereby, each prospective investor will be required to deliver to the Company, a check payable to **"GVS HOSPITALITY LLC"** in the amount of a minimum of thirty five thousand dollars ($35,000) for the purchase of one half (1/2) Unit. In addition, the prospective investor must complete, execute, and deliver the following to the Company:

(1) A dated and fully executed Subscription Agreement and Confidential Purchaser Questionnaire (the "Subscription Agreement and Questionnaire"). The Subscription Agreement and Questionnaire sets forth the terms and conditions of an investment on the Company. In addition, the Subscription Agreement and Questionnaire contains representations and warranties of the prospective investor that will be relied upon by the Company to comply with its obligations under the applicable securities laws. Therefore, care should be taken in reading and completing the Subscription Agreement and Questionnaire to insure accuracy and completeness.

(2) If the prospective investor is subscribing for LLC Interests on behalf of an entity (i.e., other than an individual), the investor shall supply the Company with a properly executed instrument authorizing the purchase by the agent on behalf of the entity; and

(3) Cash or check payable to**: "GVS HOSPITALITY LLC",** 16192 Coastal Highway, Lewes Delaware 19958, with a minimum purchase of $35,000.

Subscription Agreements are not binding upon the Company until accepted by the Company, which reserves the right to reject, in whole or in part, in its sole discretion, any lesser number of one (1) Unit than the number for which the investor has subscribed. If the Company rejects all or a portion of any subscription, the Company will promptly mail to the subscriber a check for all, or the appropriate portion of, the amount submitted with such subscriber's subscription.

Foreign investors may be required to execute additional and/or different subscription documentation.

The Certificates for the LLC Interests will be delivered to the purchaser upon acceptance of the Subscription Agreement by the Company.

THE LLC INTERESTS ARE BEING OFFERED FOR SALE TO QUALIFIED ACCREDITED INVESTORS (AS THAT TERM IS DEFINED IN RULE 506(B)(2)(E) OF THE SECURITIES ACT) AS A PRIVATE PLACEMENT DIRECTLY BY THE COMPANY WITHOUT REGISTRATION UNDER THE SECURITIES LAW OF ANY JURISDICTION. INVESTMENT IN THE LLC INTERESTS INVOLVES A HIGH DEGREE OF RISK AND SHOULD NOT BE MADE BY ANY PERSON WHO CANNOT AFFORD A LOSS OF HIS/HER PRINCIPAL. INVESTMENT IN THE LLC INTERESTS IS SUITABLE ONLY FOR SOPHISTICATED PERSONS WHO HAVE ADEQUATE MEANS OF PROVIDING FOR THEIR CURRENT NEEDS AND PERSONAL CONTINGENCIES AND HAVE NO NEED FOR LIQUIDITY IN THEIR INVESTMENTS.

THERE IS NO ESTABLISHED MARKET FOR THE LLC INTERESTS DESCRIBED HEREIN AND, BECAUSE THERE ARE EXPECTED TO BE A LIMITED NUMBER OF MEMBERS AND SIGNIFICANT RESTRICTIONS ON TRANSFERABILITY OF THE LLC INTERESTS, IT IS NOT EXPECTED THAT ANY PUBLIC MARKET WILL EVER DEVELOP. THE SALE OF THE LLC INTERESTS OFFERED HEREBY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT AND THE LLC INTERESTS CANNOT BE RESOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OR AN EXEMPTION THEREFROM IS AVAILABLE.

ADDITIONAL INFORMATION

This Memorandum does not purport to restate all of the relevant provisions of the documents referred to or pertinent to the matters discussed herein, all of which must be read, in their entirety, for a complete description of the terms relating to an investment in the Company. This Memorandum is intended only to be a summary of the more significant features of investing in the Company and is qualified by the provisions of the Company's Subscription Agreement/Confidential Purchaser Questionnaire and Operating Agreement, attached hereto as Exhibit A and Exhibit B respectively.

Prospective investors have a right to inquire about and request and receive any additional information they may deem appropriate or necessary to further evaluate this offering and to make an investment decision. Representatives of the Company may prepare written responses to such inquiries or requests if the information requested is available. The use of any oral representations or any written documents other than those prepared and expressly authorized by the Company in connection with this offering are not to be relied upon by any prospective investor. Please contact the Company directly if you have any questions or require additional information.

ONLY INFORMATION OR REPRESENTATIONS CONTAINED HEREIN MAY BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM IN CONNECTION WITH THE OFFER BEING MADE HEREBY, AND IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY. INVESTORS ARE CAUTIONED NOT TO RELY UPON ANY INFORMATION NOT EXPRESSLY SET FORTH IN THIS MEMORANDUM. THE INFORMATION PRESENTED IS AS OF THE DATE ON THE COVER HEREOF UNLESS ANOTHER DATE IS SPECIFIED, AND NEITHER THE DELIVERY OF THIS MEMORANDUM NOR ANY SALE HEREUNDER SHALL CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE INFORMATION PRESENTED SUBSEQUENT TO SUCH DATE(S).

APPENDICES

Exhibit A:	"Subscription Agreement and Confidential Purchaser Questionnaire"
Exhibit B:	"Limited Liability Company Operating Agreement of GVS HOSPITALITY LLC"

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