EXHIBIT A

SUBSCRIPTION AGREEMENT AND CONFIDENTIAL PURCHASER QUESTIONNAIRE

SUBSCRIPTION AGREEMENT
AND
CONFIDENTIAL PURCHASER QUESTIONNAIRE

GVS HOSPITALITY LLC

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR WITH THE SECURITIES COMMISSION OF ANY STATE UNDER ANY APPLICABLE STATE SECURITIES OR BLUE SKY LAWS. THEY MAY NOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THOSE SECURITIES LAWS.

THIS SUBSCRIPTION AGREEMENT AND CONFIDENTIAL PURCHASER QUESTIONNAIRE DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO PURCHASE, ANY OF THE SECURITIES DESCRIBED HEREIN BY OR TO ANY PERSON IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION WOULD BE UNLAWFUL. THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY ANY FEDERAL OR STATE SECURITIES AUTHORITIES, NOR HAVE SUCH AUTHORITIES PASSED UPON THE MERITS OF THE OFFERING OR THE ACCURACY OR ADEQUACY OF THIS DOCUMENT OR ANY INFORMATION PROVIDED BY OR ON BEHALF OF THE COMPANY TO POTENTIAL INVESTORS. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

1. Subscription.

1.1 The undersigned (the “Purchaser”), desiring to become a Member of **GVS HOSPITALITY LLC**, a Delaware limited liability company (the "Company"), hereby subscribes for the number of Units/Units set forth in Section 14 hereof. The Offering will consist of up to eight (8) Units of LLC interests of the Company (the "LLC Interests" or the “Securities”), at a purchase price per LLC Interest of seventy thousand ($70,000). The minimum subscription amount is thirty-five thousand dollars ($35,000.00) or one half (0.5) Units/Units (Each Unit/Share consisting of one (1) LLC Interest).

1.2 The Purchaser hereby irrevocably agrees to deliver directly to the Selling Agent (for those Securities placed with the assistance of such Agent), or directly to the Company (for those Securities placed by the Company), payment for the Securities together with a completed copy of this Subscription Agreement and Confidential Purchaser Questionnaire in accordance with the terms and conditions herein set forth. The purchase price will be paid in accordance with the terms and conditions of the section entitled "Terms of the Offering" of the Confidential Private Placement Offering Memorandum, dated November 7th, 2022 (the "Memorandum"), the terms of which are incorporated herein by this reference.

2. Representations and Warranties.

FOR ALL PURCHASERS:

2.1 Purchaser represents and warrants to the Company that Purchaser is subscribing to the Securities based solely upon the information contained in the Company’s CONFIDENTIAL PRIVATE PLACEMENT OFFERING MEMORANDUM which was delivered to Purchaser by the Company or by the Company’s Placement Agent and the Purchaser’s own analysis of the Company and its business prospects. Purchaser represents and warrants to the Company that no person other than an authorized officer, director, or employee of the Company or the Placement Agent has made any recommendations or provided any advice relating to the Company and/or the Private Placement made hereunder. Purchaser represents and warrants to the Company that it has not received or relied upon any sales literature or other communications, whether written or verbal, provided by any party, except for the Memorandum expressly authorized by the Company.

____
(Initial)

2.2 The Purchaser hereby represents and warrants to the Company as follows:

2.2.1 The Purchaser understands the risks and other considerations relating to a purchase of the Securities.

2.2.2 The Purchaser is (check applicable box):

(a) [ ] limited liability company or partnership not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000.

(b) [ ] 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 who has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment.

(c) [ ] an individual. (See paragraph 2.2.3 (a) below.)

(d) [ ] none of the above. (See paragraph 2.2.3 (b) below.)

____
(Initial)

2.2.3 (a) If the Purchaser checked the box in paragraph 2.2.2 (c) for "an individual," then the Purchaser (check applicable box):

[ ] is a director, executive officer or general partner of the issuer of the securities being offered or sold or a director, executive officer or general partner of a general partner of that issuer.

[ ] has an individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeding $1,000,000.

[ ] 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 has a reasonable expectation of reaching the same income level in the current year.

[ ] none of the above.

____
(*Initial)*

(b) If the Purchaser checked the box in paragraph 2.2.2 (d) for "none of the above," then the Purchaser is an entity each equity owner of which is an entity described in a - b under paragraph 2.2.2 or is an individual who could check one of the first three boxes under paragraph 2.2.3 (a).

____
(Initial)

2.2.4 The Purchaser has either a pre-existing personal or business relationship with the Company and its officers, directors and controlling persons or by reason of his business or financial expertise, has the capacity to protect his own interest in connection with this transaction.

2.2.5 The Purchaser is acquiring the Securities solely for the Purchaser's own account for investment purposes as a principal and not with a view to resale or distribution of all or any part thereof. The Purchaser is aware that there are legal and practical limits on the Purchaser's ability to sell or dispose of the Securities, and, therefore, that the Purchaser must bear the economic risk of the investment for an indefinite period of time.

2.2.6 The Purchaser has reached the age of majority (if an individual) according to the laws of the jurisdiction in which he resides and has adequate means of providing for the Purchaser's current needs and possible personal contingencies and has no need for liquidity of this investment. The Purchaser's commitment to liquid investments is reasonable in relation to the Purchaser's net worth.

2.2.7 The Purchaser understands that the Securities are being offered and sold in reliance on specific exemptions from the registration requirements of federal law and that the representations, warranties, agreements, acknowledgments and understandings set forth herein are required in order to determine the applicability of such exemptions and the suitability of the Purchaser to acquire such securities.

2.2.8 The Purchaser, if executing this Subscription Agreement in a representative or fiduciary capacity, has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, partnership, trust, estate, limited liability company or other entity for whom or which the Purchaser is executing this Subscription Agreement. If the Purchaser is purchasing in a representative or fiduciary capacity, the above representations and warranties shall be deemed to have been made on behalf of the person or persons for whom the Purchaser is so purchasing.

2.2.9 If the Purchaser is a corporation, the Purchaser is duly and validly organized, validly existing and in good tax and corporate standing as a corporation under the laws of the jurisdiction of its incorporation with full power and authority to purchase the Securities to be purchased by it and to execute and deliver this Subscription Agreement.

2.2.10 If the Purchaser is a partnership, the representations, warranties, agreements and understandings set forth above are true with respect to all partners in the Purchaser (and if any such partner is itself a partnership, all persons holding an interest in such partnership, directly or indirectly, including through one or more partnerships), and the person executing this Subscription Agreement has made due inquiry to determine the truthfulness of the representations and warranties made hereby.

2.2.11 Within five (5) days after receipt of a request from the Company, the Purchaser will provide such information and deliver such documents as may reasonably be necessary to comply with any and all laws and ordinances to which the Company is subject.

2.2.12 The Purchaser has been granted the opportunity to conduct a full and fair examination of the records, documents and files of the Company, to ask questions of and receive answers from representatives of the Company, its officers, directors, employees and agents concerning the terms and conditions of this offering, the Company and its business and prospects, and to obtain any additional information which the Purchaser deems necessary to verify the accuracy of the information received.

2.2.13 The Securities were not offered to the Purchaser through an advertisement in printed media for general and regular circulation, radio or television, or via the Internet.

2.2.14 The Purchaser has relied completely on the advice of, or has consulted with, his own personal tax, investment, legal or other advisors and has not relied on the Company or any of its affiliates, officers, directors, attorneys, accountants or any affiliates of any thereof and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Securities Act, except to the extent such advisors shall be deemed to be as such.

2.2.15 The Purchaser has examined the Company's Confidential Private Placement Offering Memorandum for the Offering dated November 7th, 2022.

2.2.16 The Purchaser either alone or with his Purchaser Representative has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment.

3. Acknowledgments. The Purchaser is aware that:

3.1 The Purchaser recognizes that investment in the Company involves significant risks, including the potential loss by the Purchaser of his entire investment herein, and the Purchaser has taken full cognizance of and understands all of the risk factors related to the purchase of the Securities. The Purchaser recognizes that any information which may have been provided to the Purchaser does not purport to contain all the information which would be contained in a registration statement under the Securities Act.

3.2 No federal, state or other governmental agency has passed upon the Securities or made any finding or determination as to the fairness of this transaction.

3.3 The Securities and any component thereof have not been registered under the Securities Act or any applicable state securities laws by reason of exemptions from the registration requirements of the Securities Act and such laws, and may not be offered, sold, transferred, pledged, assigned or otherwise disposed of in the absence of an effective registration statement for the Securities and any component thereof under the Securities Act or unless an exemption from such registration is available.

3.4 The Purchaser will not attempt to offer, sell, transfer, pledge, assign or otherwise dispose of all or any portion of the Securities and any component thereof in the absence of either an effective registration statement or an opinion of securities counsel satisfactory in form and substance, and acceptable to the Company and its counsel, that such proposed offer, sale, transfer, pledge, assignment or other disposition would not be in violation of the Securities Act.

3.5 There may never be any market for the Securities or the components thereof, if any. Therefore, the Purchaser may bear the economic risk of the Purchaser's investment for an indefinite period of time.

4. Acceptance of Subscription. The Purchaser hereby confirms that the Company has full right in its sole discretion to accept or reject the subscription of the Purchaser, provided that, if the Company decides to reject such subscription, the Company must do so promptly and in writing. In the case of rejection, any cash payments and copies of all executed Subscription Documents will be promptly returned (without interest or deduction in the case of cash payments). In the case of acceptance, ownership of the number of Securities being purchased hereby will pass to the Purchaser upon issuance of the Securities subscribed for.

5. Indemnification. The Purchaser agrees to indemnify and hold harmless the Company and all of its affiliates, officers, directors, attorneys, accountants and affiliates of any thereof and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Securities Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investing preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any allegedly false representation or warranty or breach of or failure by the Purchaser to comply with any covenant or agreement made by the Purchaser herein or in any other document furnished by the Purchaser to any of the foregoing in connection with this transaction.

6. Irrevocability. The Purchaser hereby acknowledges and agrees, subject to the provisions of any applicable state securities laws providing for the refund of subscription amounts submitted by the Purchaser, if applicable, that the subscription hereunder is irrevocable and that the Purchaser is not entitled to cancel, terminate or revoke this Subscription Agreement and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the Purchaser, and the Purchaser's respective heirs, executors, administrators, successors, legal representatives and assigns. If the Purchaser is more than one person, the obligations of the Purchaser hereunder shall be joint and several, and the agreements, representations, warranties and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and each such person's heirs, executors, administrators, successors, legal representatives and assigns.

7. Modification. Neither this Subscription Agreement nor any provisions hereof shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any such waiver, modification, discharge or termination is sought.

8. Notices. Any notice, demand or other communication which any party hereto may be required or may elect to give anyone interested hereunder shall be sufficiently given if: (a) deposited, postage prepaid, in the United States or any other country of the Purchaser's residence mail box, stamped registered or certified mail, return receipt requested, or by overnight courier, and addressed, in the case of the Company, to the address given in the preamble hereof, and, if to the Purchaser, to the address set forth hereinafter; or (b) delivered personally at such address; or (c) telecopied to the Company, and if to the Purchaser, at the number set forth in this Subscription Agreement.

9. Counterparts. This Subscription Agreement may be executed through the use of separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute an agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

10. Entire Agreement. This Subscription Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and there are no representations, warranties, covenants or other agreements except as stated or referred to herein.

11. Severability. Each provision of this Subscription Agreement is intended to be severable from every other provision and the invalidity or illegality of the remainder hereof.

12. Transferability; Assignability. This Subscription Agreement is not transferable or assignable by the Purchaser.

13. Applicable Law. This Subscription Agreement and all rights hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware.

14. Subscription Information. The Purchaser hereby subscribes for Securities in the amounts, and tenders' payment in cash in consideration therefore, as further set forth below. **PLEASE MAKE PAYMENT DELIVERED IN RESPECT TO SUBSCRIPTIONS HEREUNDER PAYABLE TO "GVS HOSPITALITY LLC"**

14.1 Number of units of LLC Interests subscribed for:

_________ units of LLC Interest(s) at a purchase price of seventy thousand dollars ($70,000) per unit of LLC Interest [Minimum Subscription Amount is thirty five thousand (1/2) Unit/Units or ______________ units in the total amount of ________________________________ Dollars ($______________________) against payment in cash of such amount. Purchaser hereby delivers this Subscription Agreement and concurrently herewith tenders payment in such amount to the Company.

Name(s) in which Interests are to be registered:

____
(Print)

____
(Print)

Form of joint ownership (if applicable):

[ ] Community Property

[ ] Tenants-in-Common

[ ] Joint Tenants with Rights of Survivorship

If the Securities hereby subscribed for are to be owned by more than one person in any manner, the Purchaser understands and agrees that all of the co-owners of such Securities must sign this Subscription Agreement.

IN WITNESS WHEREOF, the undersigned Purchaser does represent and certify under penalty of perjury, by executing the Purchaser's signature pages of this Subscription Agreement, that the foregoing statements are true and correct and that he has (they have) by the following signature(s) executed this Subscription Agreement this ______ day of ____________________, 200___ at _________________________________.

Subscription received and accepted at Henderson, Nevada.

GVS HOSPITALITY LLC

By: ____ Date: ____________________, 200___.
GVS HOSPITALITY LLC
Its: Manager

TYPE OF OWNERSHIP:

(Check One)

_________ **Individual** (One signature required)

_________ **Joint Tenants with Right of Survivorship** (Both parties must sign)

_________ **Tenants in Common** (Both parties must sign)

_________ **Community Property** (One signature required if interest held in one name, *i.e.*, managing spouse, two signatures required if interest held in both names)

_________ **Trust** (Please include copy of instrument creating Trust)

_________ **Limited Liability Company** (Please include evidence of authorization to purchase in form of resolutions, Articles of Organization or Operating Agreement)

_________ **Corporation** (Please include evidence of authorization to purchase in form of resolutions or Articles of Incorporation and By-Laws)

_________ **Partnership** (Please include copy of Partnership Agreement)

SIGNATURE PAGE

FOR INDIVIDUAL PURCHASERS

Purchaser #1

____
Signature

____
Social Security Number

____
Print or Type Name

Residence Address and
Telephone and Telecopier Numbers:

____

____

____

____

Executed at:

______________________ _______________
City State

This _______ day of ______________, 200____.

Purchaser #2

____
Signature

____
Social Security Number

____
Print or Type Name

Residence Address and
Telephone and Telecopier Numbers:

____

____

____

____

Executed at:

________________________ ______________
City State

This ______ day of ________________, 200____.

Mailing Address and Telephone and Telecopier Numbers, if different:

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