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5 XIAOYAN TANG

6
7 **SUPERIOR COURT OF CALIFORNIA**

8 **COUNTY OF RIVERSIDE**

9 **XIAOYAN TANG,**

10 **Plaintiff,**

11 **vs.**

12 **CHUAN DONG aka RICHARD DONG aka**
13 **RICHARD DON aka CHUAN DON, an**
individual;

14 **BO CHEN aka BO DON aka BO DONG; an**
15 **individual;**

16 **DOS LAGOS REGIONAL CENTER GENERAL**
17 **PARTNER, LLC, a California Limited**
Liability Company;

18 **DOS LAGOS REGIONAL CENTER, LLC, a**
19 **Limited Liability Company;**

20 **DOS LAGOS CENTER 4, LP, a**
California Limited Partnership;

21 **SOPHIE ROLAND DOS LAGOS INC., a**
22 **California corporation**

23 **FU BANG GROUP CORP, USA, INC., a**
24 **California corporation**

25 **and**
26 **DOES 1-30, inclusive,**

27 **Defendants.**

Case No. **CVRI2105465**

PLAINTIFF'S COMPLAINT FOR DAMAGES:

1. FRAUD
2. BREACH OF CONTRACT
3. BREACH OF FIDUCIARY DUTIES
4. CONVERSION
5. UNJUST ENRICHMENT
6. NEGLIGENCE
7. INTENTIONAL INFLECTION OF
EMOTIONAL DISTRESS
8. VIOLATION OF PENAL CODE §496
9. VIOLATION OF CORPORATIONS
CODE §25400

GENERAL ALLEGATIONS

1
2 1. Plaintiff XIAOYAN TANG (hereinafter referred to as
3 "Plaintiff" or "Pl. XIAOYAN TANG") is a conditionally approved
4 permanent resident of Southern California.

5 2. CHUAN DONG aka RICHARD DONG aka RICHARD DON aka CHUAN DON
6 (hereinafter referred to as "CHUAN DONG" or "Def. CHUAN DONG") is an
7 individual who at all relevant times conducted the breaches and torts
8 within Riverside County, California. CHUAN DONG was the spouse of
9 Def. BO CHEN during all relevant times.

10 3. BO CHEN aka BO DON aka BO DONG (hereinafter referred to as
11 "BO CHEN" or "Def. BO CHEN") is an individual who at all relevant
12 times conducted the breaches and torts within Riverside County,
13 California. BO CHEN was the spouse of Def. CHUAN DONG during all
14 relevant times.

15 4. DOS LAGOS REGIONAL CENTER GENERAL PARTNER, LLC. is an active,
16 close California limited liability company owned and operated by Def.
17 CHUAN DONG and his spouse, BO CHEN, and used as an entity vehicle to
18 perpetrate the investment fraud described below.

19 5. DOS LAGOS REGIONAL CENTER, LLC. is an active, close
20 California limited liability company owned and operated by Def. CHUAN
21 DONG and his spouse, BO CHEN, and used as an entity vehicle to
22 perpetrate the investment fraud described below.

23 6. DOS LAGOS CENTER 4, LP, is believed to be a California
24 Limited Partnership owned and operated by Defs. CHUAN DONG and his
25 spouse, BO CHEN, and used as an entity vehicle to perpetrate the
26 investment fraud described below.

1 7. SOPHIE ROLAND DOS LAGOS INC. is an active, close
2 California corporation company owned and operated by Def. CHUAN DONG
3 and his spouse, BO CHEN, and used as an entity vehicle to perpetrate
4 the investment fraud described below.

5 8. FU BANG GROUP CORP, USA, INC. is an active, close
6 California corporation owned and operated by Def. CHUAN DONG and his
7 spouse, BO CHEN, and used as an entity vehicle to perpetrate the
8 investment fraud described below.

9
10 9. Plaintiff is presently unaware of other liable Defendants
11 and therefore sues them as DOES 1-30, inclusive. Upon ascertaining
12 any additional culpable parties, Plaintiff intends to seek leave to
13 amend her Complaint.

14 10. Around May 22, 2015, Plaintiff was solicited by Defs. CHUAN
15 DONG and his spouse BO CHEN, directly and through their
16 agents/employees. They stated to Plaintiff - who is a citizen of
17 China now legally residing in S. California - that she could obtain
18 U.S. permanent residence through a minimum \$530,000 EB-5 investment in
19 a real estate development Partnership program that they managed as
20 General Partners.

21
22 11. An EB-5 is a specific program allowed by the US Immigration
23 & Citizenship Services that enables a foreign investor to obtain US
24 permanent residence by investment of at least \$500,000 that directly
25 leads to employment of ten US workers.

26 12. The husband-and-wife Defendants stated that they had
27 already completed 3 phases of a 4 phase real estate development
28 project in Corona, California called "DOS LAGOS" and showed their

1 website information at www.doslagos.com. This was supposedly a hotel-
2 apartment-office development project, specifically geared to foreign
3 EB-5 investors, that would enable them to qualify for US investment
4 and would lead to their US permanent residence.

5 13. At this time, Defendants had in fact developed at least
6 Phase 1 and Phase 2 of this 4 Phase real estate development in Corona,
7 California. The Phase 1 and 2 projects were apartment buildings that
8 were completed and rented out.

9 14. The Phase 4 development was for a supposed econo-lodge
10 Hotel complex surrounding the Phase 1-3 projects, all within the same
11 acreages in Corona, California. This Phase 4 investment was to be
12 under the direction of Def. DOS LAGOS CENTER 4, LP, with co-Def. FU
13 BANG GROUP CORP, USA, INC. as the primary developer, and DOS LAGOS
14 REGIONAL CENTER GENERAL PARTNER, LLC. and DOS LAGOS REGIONAL CENTER
15 LLC. as the on-going Managers. The common acreage lands and buildings
16 itself was allegedly owned by Def. SOPHIE ROLAND DOS LAGOS INC.

17 15. In fact, all these multiple LLC, INC. and LP entities were
18 owned are controlled by the individual husband-and-wife Defendants,
19 CHUAN DONG and BO CHEN.
20

21 16. The investment contract reads that Plaintiff was actually
22 owning a Unit (shares) in the Phase 4 development of the Corona, Ca.
23 econo-lodge hotel, which was then transferable and could be sold as
24 Plaintiff's own real estate asset. To top it off, Plaintiff would
25 also be entitled to US permanent residence as part of this \$530,000
26 investment proposal.
27

28 17. As a proximate result of such promises and terms, Plaintiff
PLAINTIFF'S COMPLAINT FOR DAMAGES - 4

1 bank wired to the DOS LAGOS CENTER 4 LP entity's bank account \$530,000
2 in May, 2015 and received a "Unit Certificate" signed by Def. CHUAN
3 DONG aka RICHARD DONG.

4 17.1 Attached as **EXH. 1** is a true copy of pages 1-5 of the
5 multi-page "DOS LAGOS REGIONAL CENTER LLC's and DOS LAGOS CENTER 4
6 LP's Immigrant Investor Subscription Agreement" given to Plaintiff by
7 these individual Defendants to induce Plaintiff to send them \$530,000.
8 The entire Subscription Agreement shall be presented at time of trial
9 or prove-up.

10 17.2 Attached as **EXH. 2** is a true copy of DOS LAGOS CENTER 4 LP
11 receiving a \$530,000 bank wire sent by Plaintiff on May 22, 2015.

12 17.3 Attached as **EXH. 3** is a true copy of the \$530,000 "Unit
13 Certificate" of Plaintiff's real estate and business equity ownership
14 in the "DOS LAGOS Phase 4" development of the econo-lodge hotel and
15 business, signed over by Def. CHUAN DONG aka RICHARD DONG.

16 18. Plaintiff did in fact receive a conditional US permanent
17 residence for this \$530,000 investment around 2019 and moved with her
18 family to S. California.

19 19. Because Plaintiff had received a US visa, she reasonably
20 believed for years that it was because her \$530,000 investment was
21 actually spent on the development of the Phase 4 econo-lodge hotel
22 complex within the enclosed area called DOS LAGOS in Corona, Ca.

23 20. Upon further investigation, and not fully ascertained and
24 discovered until around beginning of 2021, Plaintiff finally became
25 aware that all the money for the Phase 4 development had been stolen
26 by the individual husband-and-wife Defendants, and that they then,
27

1 sometime in late 2020, fraudulently sold their entire
2 equity/managerial stake in the DOS LAGOS complex to a third-party
3 buyer without any notice to the numerous \$530,000 "Unit" buyers such
4 as Plaintiff.

5 21. No development whatsoever took place for "Phase 4" and all
6 of Plaintiff's \$530,000 has now been discovered as having been stolen
7 by these two individual husband-and-wife Defendants through their
8 named entities.

9 22. In further anguish, Plaintiff's conditional US permanent
10 residence is now in jeopardy of cancellation due to the discovered
11 theft.

12 23. Defendants CHUAN DONG and BO CHEN have since absconded, in
13 what is now discovered to be an outrageous grand theft of many
14 millions of dollars against multiple EB-5 investors, including grand
15 theft of Plaintiff's \$530,000 bank wired funds.

16 24. It is now believed that Defendants, through their multiple
17 LLC, INC. and LP entities, concocted an elaborate investment scam,
18 with real development of some of the initial "Phases" in order to gain
19 millions in investments from later EB-5 investors for its "Phase 3"
20 and "Phase 4" supposed projects, for which they had no intentions of
21 actually creating and instead was to steal from.

22 25. Plaintiff alleges that all the named entity Defendants are
23 essentially under the direct control and ownership of CHUAN DONG and
24 BO CHEN, for purposes of committing grand frauds and thefts. An
25 injustice and abuse of the Corporation Code becomes evident, and
26 therefore Plaintiff requests the corporate veil on all these entities
27
28

1 be pierced, such that the individual husband-and-wife Defendants are
2 jointly and severally liable along with their entities.

3 26. Plaintiff alleges that all the named Defendants, both
4 entities and the husband-and-wife individuals, were in a co-conspiracy
5 to defraud Plaintiff and multiple other EB-5 investors, and conspiracy
6 to aid and abet each other in committing each cause of action listed
7 in this Complaint, and that each ratified and consented to the acts of
8 the others, and each committed overt acts in furtherance of committing
9 these causes of actions. Thus, Plaintiffs requests that if any one
10 entity or individual is found liable for any cause of action, that the
11 entire named Defendants be also found liable under the doctrine of
12 mutual conspiracy liability.
13

14 27. This Court has subject matter and personal jurisdiction
15 over these Defendants under California Code of Civil Procedure
16 §410.10 et seq., and venue is proper because all the causes of action
17 arose in Riverside County, California.

18 27.1 As a proximate result of all these frauds, torts, and
19 breaches, and infliction of severe emotional distresses, Plaintiff has
20 been damaged by at least \$530,000, or treble damages (\$1,590,000) for
21 violation of Penal Code §496, and request the maximum of such
22 compensatory amount according to proof.
23

24 27.2 The numerous misconducts and years of lying concealment by
25 these co-Defendants described herein were committed with greed,
26 malice, oppression, and conscious disregard for the foreseeable
27 economic, emotional, and immigration-related sufferings that they
28 would inflict upon Plaintiff. Plaintiff therefore request punitive

1 damages in accordance with California Civil Code §3294 in an amount
2 according to proof.

3 27.3 The U.S. Supreme Court has held that punitive damages
4 of "a single digit multiplier" to total compensatory damages "comports
5 with due process" and is valid. *State Farm Mutual Automobile*
6 *Insurance Company v. Campbell*, (2003) 123 U.S. 1513.

7 27.4 In accordance with this binding decision, Plaintiff
8 respectfully requests punitive damages of \$4,770,000 (\$530,000 * 9),
9 against these co-Defendants, to publicly punish and deter them from
10 ever again committing such outrageous civil harms and crimes.
11

12
13 **FIRST CAUSE OF ACTION FOR FRAUD**

14 **AGAINST ALL NAMED DEFENDANTS**

15 28. Plaintiff incorporates by reference Para. 1-27, inclusive,
16 as though fully set forth herein.

17 29. Each of the Defendants conspired and overtly committed
18 fraud against Plaintiff by:

19 a) Intentionally lying and creating false documents such that
20 Plaintiff wired them \$530,000 to be used in furtherance of an EB-5
21 real estate development project called DOS LAGOS in Corona, Ca., when
22 they had no such intentions to do so; and

23 b) Intentionally lying to Plaintiff for years that they were
24 utilizing her \$530,000 "Unit" real estate investment for the
25 furtherance of Plaintiff's EB-5 immigration-investor business plan,
26 when in fact there was no development whatsoever and all the money was
27 instead stolen; and
28

1 d) Plaintiff reasonably and detrimentally relied on these
2 intentional lies and years of concealment, which has proximately
3 entitled her to compensatory and punitive damages to be determined
4 according to proof.

5
6 **SECOND CAUSE OF ACTION FOR BREACH OF WRITTEN CONTRACTS**

7 **AGAINST ALL NAMED DEFENDANTS**

8 30. Plaintiff incorporates by reference Para. 1-29, inclusive,
9 as though fully set forth herein.

10 31. Plaintiff and Defendants entered into a written Agreement
11 (**EXH. 1**), whereby Plaintiff wired \$530,000 to these Defendants to fund
12 the supposed EB-5 real estate development project in Corona, Ca. The
13 Defendants were to utilize the funds as fiduciary officers and General
14 Partners in the "LOS DAGOS CENTER 4 LP." operated by these individual
15 husband-and-wife Defendants

16 32. Each of the co-Defendants conspired and overtly committed
17 breaches of contract against Plaintiff by:

18 a) Intentionally misappropriating, converting, and stealing the
19 \$530,000 funds Plaintiff wired to them to be used in furtherance of
20 Plaintiff's immigration investor business plans, with no such
21 intentions of performing the real estate and business development; and

22 b) Intentionally lying and concealing to Plaintiff for years that
23 they were utilizing her \$530,000 given funds for the furtherance of
24 the EB-5 immigration-investor business plan, when instead they stole
25 all of it for their personal enrichment; and
26
27

1 c) Such Breach of Contract has proximately damaged Plaintiff with
2 entitled compensatory damages to be determined according to proof.

3
4 **THIRD CAUSE OF ACTION FOR BREACH OF FIDUCIARY DUTIES**

5 **AGAINST ALL NAMED DEFENDANTS**

6 33. Plaintiff incorporates by reference Para. 1-32, inclusive,
7 as though fully set forth herein.

8 34. "A fiduciary relationship is any relation existing between
9 parties to a transaction wherein one of the parties is in duty bound
10 to act with the utmost good faith for the benefit of the other party.
11 Such a relation ordinarily arises where a confidence is reposed by one
12 person in the integrity of another, and in such a relation the party
13 in whom the confidence is reposed, if he voluntarily accepts or assumes
14 to accept the confidence, can take no advantage from his acts relating
15 to the interest of the other party without the latter's knowledge or
16 consent." *Wolf v. Superior Court* (2003) 107 Cal.App.4th 25, 29.

17
18 35. Each of the Defendants, under an Agreement to be
19 Plaintiff's General Partners/managers/agents in the supposed "DOS
20 LAGOS Phase 4" scam development scheme, clearly had fiduciary duties
21 to Plaintiff which were breached by:

22 a) Intentionally misappropriating, converting, and stealing the
23 \$530,000 Plaintiff wired to them to be used in furtherance of
24 Plaintiff's EB-5 immigration investor real estate business plans, when
25 they had no such intentions of performing such promised contractual
26 tasks;

1 b) Intentionally lying to Plaintiff for years that they were
2 utilizing her \$530,000 given funds for the furtherance of Plaintiff's
3 immigration-investor business plan, when instead they stole all of it
4 for their personal enrichment; and

5 c) Such Breaches of Fiduciary Duties by these conspiring named
6 Defendants have proximately caused Plaintiff entitled compensatory and
7 punitive damages to be determined according to proof.
8

9 **FOURTH CAUSE OF ACTION FOR CONVERSION**

10 **AGAINST ALL NAMED DEFENDANTS**

11 36. Plaintiff incorporates by reference Para. 1-35, inclusive,
12 as though fully set forth herein.

13 37. Each of the co-Defendants conspired and overtly committed
14 conversion against Plaintiff by:

15 a) Taking possession of \$530,000 in wired cash funds that were to be
16 used solely for real estate investment purposes, and such funds were
17 always legally owned by Plaintiff, and these Defendants have taken
18 such funds for their own personal uses and refuse to return such money
19 owed to Plaintiffs; and

21 b) Plaintiff never consented to allowing these co-Defendants to keep
22 such monies for their personal enrichment, of which title to the funds
23 belongs to Plaintiff, and Defendants' failure to return such stolen
24 monies have proximately caused Plaintiff to suffer entitled
25 compensatory and punitive damages to be determined according to proof.
26
27
28

1 **FIFTH CAUSE OF ACTION FOR UNJUST ENRICHMENT**

2 **AGAINST ALL NAMED DEFENDANTS**

3 38. Plaintiffs incorporates by reference Para. 1-37, inclusive,
4 as though fully set forth herein.

5 39. Each of the co-Defendants conspired and overtly committed
6 unjust enrichment against Plaintiff by:

7 a) Taking possession of \$530,000 in wired cash funds that were to be
8 used solely for corporate real estate investment purposes, and these
9 Defendants have taken such funds for their own personal uses and
10 refuse to return such money owed to Plaintiffs; and

11 b) Plaintiffs never consented to allowing these co-Defendants to keep
12 such monies, of which title to the funds belongs to Plaintiff, and
13 Defendants failure to return such stolen monies have unjustly enriched
14 themselves through Plaintiff's direct losses, and Plaintiff requests
15 her entitled compensatory and punitive damages to be determined
16 according to proof.
17

18
19 **SIXTH CAUSE OF ACTION FOR NEGLIGENCE**

20 **AGAINST ALL NAMED DEFENDANTS**

21 40. Plaintiffs incorporates by reference Para. 1-39, inclusive,
22 as though fully set forth herein.

23 41. An Agreement was entered between Plaintiff and Defendants
24 whereby Plaintiff wired \$530,000 to these Defendants to fund her EB-5
25 real estate business plan. The Defendants were to utilize the funds
26 as fiduciary Officers and agents of Plaintiff, to develop a large
27

1 Corona, Ca. hotel complex with at least 10 American workers credited
2 by Plaintiff's investment.

3 42. By entering these contracts, each of the co-Defendants had
4 a duty to not convert, misappropriate, and/or steal the \$530,000
5 entrusted to them as corporate Officers and fiduciary agents for
6 Plaintiff. Such breaches of these duties were below the community
7 standard of what other corporate Officers and fund managers would do,
8 most of whom would not commit to what amounts to grand theft of
9 Plaintiff's \$530,000.
10

11 43. Such Negligence by these conspiring co-Defendants have
12 foreseeably and proximately damaged Plaintiff with entitled
13 compensatory damages to be determined according to proof.
14

15 **SEVENTH CAUSE OF ACTION FOR**
16 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
17 **AGAINST DEFENDANTS CHUAN DONG AND BO CHEN**

18 44. Plaintiff incorporates by reference Para. 1-43, inclusive,
19 as though fully set forth herein.
20

21 45. Misappropriating, converting, and/or stealing Plaintiff's
22 \$530,000 - especially given that it was to be used for her and her
23 family's immigration to the United States - was an extreme and
24 outrageous misconduct by these conspiring co-Defendants. This theft
25 was further aggravated by the years of lying to Plaintiff about the
26 on-goings of the supposed "DOS LAGOS Phase 4" real estate development.
27 This led to an almost unbearable emotional shock and anguish when
28 Plaintiff found out what really happened in 2020.

1 46. Such grand thefts and concealment by Plaintiff's own
2 fiduciary managing agents must be viewed for what it is: extreme and
3 outrageous conduct exceeding the bounds that would be tolerated in the
4 community.

5 47. Plaintiff has suffered severe emotional distress, worries,
6 anxiety, fright, regret, anger, and heartbreak upon discovering the
7 crimes committed upon him by these husband-and-wife Defendants and
8 the multiple entities under their control. It was clearly foreseeable
9 that such misconducts would lead to Plaintiff suffering extreme and
10 severe emotional distresses. As such, Plaintiff requests all her
11 entitled compensatory and punitive damages to be determined according
12 to proof.
13

14 **EIGHT CAUSE OF ACTION FOR VIOLATION OF PENAL CODE §496**
15 **AGAINST DEFENDANTS CHUAN DONG AND BO CHEN**

16 48. Plaintiff incorporates by reference Para. 1-47, inclusive,
17 as though fully set forth herein.
18

19 49. Pursuant to Penal Code §496(a), any person who receives any
20 property that has been stolen or obtained in any manner constituting
21 theft, knowing the property to be stolen, or who conceals, sells,
22 withholds, or aids in concealing, selling or withholding any property
23 from the owner, is guilty of larceny.

24 50. Plaintiff now has conclusive proof that all her \$530,000
25 were stolen by these individual Defendants, and nothing was ever
26 developed for the "DOS LAGOS Phase 4" immigration business plan.
27

1 As such, Plaintiff alleges that each Defendant is guilty of criminal
2 larceny under Penal Code §496(a).

3 51. Penal Code §496(c) allows for a civil private cause of
4 action for this grand theft, in a compensatory amount of three times
5 the amount of actual damages (\$530,000 * 3 = \$1,590,000), plus costs
6 of suit and reasonable attorney fees.

7 52. Plaintiff therefore respectfully requests this Court to
8 award her a Judgment of \$1,590,000 for this violation, and her costs
9 of suit and reasonable attorney fees in prosecuting this felony crime
10 as a civil cause of action herein.

11 53. Plaintiff further requests reasonable Punitive Damages
12 under Civil Code §3294 for proof of this crime of larceny, that she
13 may be entitled to according to proof.
14

15
16 **NINTH CAUSE OF ACTION FOR VIOLATION OF**
17 **CALIFORNIA CORPORATIONS CODE §25400**
18 **AGAINST ALL NAMED DEFENDANTS**

19 54. Plaintiff incorporates by reference Para. 1-53,
20 inclusive, as though fully set forth herein.

21 55. All named defendants, acting under the individual
22 husband-and-wife team of CHUAN DONG and BO CHEN, conspired to violated
23 Cal. Corp Code §25400 by:
24

- 25 a) Selling securities, or "Units" for which they require regulatory
26 approval and license to be able to solicit to prospective
27 investors, and Defendants have no such license and approval;
28

1 b) Selling securities, or "Units" for which no actual transfer of
2 real estate equity occurred; and

3 c) Selling securities, or "Units" through intentionally false
4 prospectus documents and advertisements, with no intention of the
5 "Units" certificates having any actual value.

6 56. Such violation has proximately caused Plaintiff to lose at
7 least \$530,000, and according to proof.
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1 **WHEREFORE**, Plaintiff XIAOYAN TANG prays for Judgment by
2 this Honorable Court as follows:

3
4 For all Compensatory, Treble, and Punitive Damages according
5 to proof, and Plaintiff requests the following damages at trial or in
6 the event of Defendants default at any stage of this litigation:

7 1. For Compensatory Damages of at least \$530,000;

8 2. For Punitive Damages for any intentional torts or breaches or
9 Penal Code crimes of up to \$4,770,000, in accordance with Cal. Civil
10 Code §3294 and *State Farm Mutual Automobile Insurance Company v.*
11 *Campbell*, (2003) 123 U.S. 1513;

12 3. For all costs of suit;

13 4. For reasonable attorney fees pursuant to statute and/or
14 contract; and
15

16 5. For such other and further relief as the Court deems just and
17 proper.

18
19 DATED: OCT. 22, 2021

BY: Richard Song

Richard Song,

LAW OFFICES OF DIXON WONG & ASSOCIATES

Attorneys for Plaintiff

XIAOYAN TANG

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EXHIBIT 1

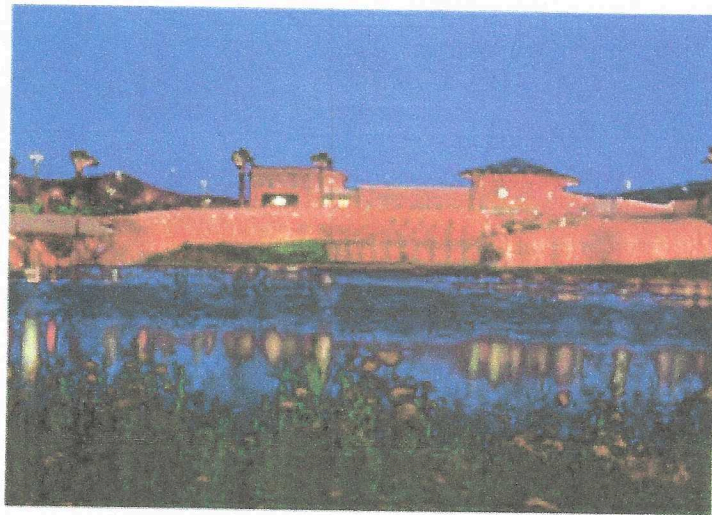


IMMIGRANT INVESTOR

SUBSCRIPTION AGREEMENT

DOS LAGOS CENTER 4
LIMITED PARTNERSHIP AGREEMENT

A California Limited Partnership



WWW.DOSLAGOSCENTER.COM

IMMIGRANT INVESTOR SUBSCRIPTION AGREEMENT

Dear Prospective Investor:

Execution of this Agreement by you confirms your agreement to be bound by the terms of the **Dos Lagos Center 4, Limited Partnership Agreement** (the "Limited Partnership Agreement") and confirms your agreement to comply with the terms and requirements of the Dos Lagos Regional Center Investment Program (the "Program") which are described in more detail in the Offering Circular, Statement of Risks and Disclosures, and the Limited Partnership Agreement. If accepted into the program by the General Partner, this Subscription Agreement, along with the Limited Partnership Agreement, the Statement of Risk Factors and Disclosures, and the Offering Circular, together will create a binding contract for your participation in the Program.

Dos Lagos Center 4, Limited Partnership (the "**Limited Partnership**") will focus on financing the development and management of a Sophie Roland Hotel, a proposed commercial development as a part of Dos Lagos Business Center in the City of Corona, California. The building will consist of 150,802 *square feet*, including 120 guestrooms, a conference room, 2 restaurants and a roof top bar, and parking spaces. The Hotel will be developed and run by developer, Fu-Bang Group (USA) Inc. under the guidelines and rules of Sophie Roland franchise management.

The Subscription price for one Unit in the Program is U.S. Five Hundred Thousand Dollars (US\$500,000), along with a U.S. Thirty Thousand Dollar (US\$30,000.00) processing fee. As a potential Subscriber to the Program, you hereby agree to pay the purchase price for one unit in the Limited Partnership in the following manner:

1. To apply for admission to the Program, you will make an initial deposit of U.S. Ten Thousand Dollars (US\$10,000.00) into the designated Processing Fee Account and receive copies of the Investment Package Documents including the Subscription Agreement, Offering Circular, Statement of Risk Factors and Disclosures, Limited Partnership Agreement, the Investor Questionnaire, and, if applicable the Representative Questionnaire for review and execution.
2. Within fifteen (15) days of receiving the Investment Package Documents, submit a fully executed Subscription Agreement, Offering Circular, Statement of Risk Factors and Disclosures, the Limited Partnership Agreement (counterpart signature page), the Investor Questionnaire, and, if applicable the Representative Questionnaire to the Limited Partnership. You will also make an additional deposit of U.S. Twenty Thousand Dollars (US\$20,000.00) into the designated Processing Fee Account.
3. The Limited Partnership will review the executed documents and determine if you will be accepted to the Program. If the Partnership determines, based on information provided in the Questionnaires, not to admit the Investor to the Program, the deposit

of US\$10,000.00 will be fully refunded. Upon execution of the Limited Partnership Investment Package Documents, you must deposit the capital amount of U.S. Five Hundred Thousand Dollars (US\$500,000) into the designated Purchase Investment Account within thirty (30) days in accordance with the terms stated in the agreements. Upon receipt of these funds into the designated account you will be issued one unit in the Limited Partnership.

4. Within fifteen (15) business days after you have deposited the capital amount and the issuance of your unit of interest in the Limited Partnership, you shall cause your immigration attorney to begin the preparation and eventual filing of a petition with the USCIS on your behalf to seek a conditional resident visa/status by completing and filing an Immigrant Petition by Alien Entrepreneur (Form I-526) with the USCIS, along with all required documents and information. Execution of this Agreement will also require you to fully cooperate in providing all information and documentation necessary to your attorney for the preparation and filing of the Immigrant Petition by Alien Entrepreneur, Form I-526.
5. Upon receipt of written notification that your I-526 has been approved, the processing fee amount of U.S. Thirty Thousand Dollars (US\$30,000.00), plus any accrued interest, shall become non-refundable.
6. After the approval of your I-526, you shall use your best efforts to obtain your Conditional Resident Status, as well as the approval of your Petition by Alien Entrepreneur to Remove Conditions (I-829) as soon as possible by cooperating fully with the USCIS, providing any additional information and documentation requested by the USCIS in a timely manner, entering the United States as required, and personally attending any interview at such date, time and place as scheduled by the appropriate US Consular or the local district office of the USCIS. You are also advised that the retention of legal representation to file the Petition by Alien Entrepreneur to Remove Conditions (I-829) is entirely your own responsibility and not a part of this Subscription Agreement, except for the job creation requirement. Any legal representation to prepare your Immigrant Petitions for the EB-5 immigrant category must be entered into by separate agreement. The terms of the legal representation between you and your attorney will be entirely outside of this Agreement.

As a part of this Subscription Agreement you make the following representations:

(please place your initials in each blank space to confirm each representation)

1. XYT
Initial I received a copy of the Investment Package Documents including the Subscription Agreement, the Offering Circular, the Statement of Risk Factors and Disclosures, and the Limited Partnership Agreement.
2. XYT
Initial I have read and understood the Statement of Risk Factors and Disclosures.
3. XYT
Initial I have read and understand the Investment Package Documents and the risks associated with the purchase of a Unit and have sought independent professional advice in connection therewith.
4. XYT
Initial The answers I supplied to my Investor Questionnaire and/or the Representative Questionnaire are true and correct and I understand that the General Partner is relying on the truthfulness of those responses to determine my acceptance in the Program.
5. XYT
Initial I am purchasing the Unit as principal.
6. XYT
Initial The Unit is being offered for sale outside the United States, is not registered under the Securities Act of 1933, as amended, and that I am not a resident of the United States.
7. XYT
Initial I am an accredited investor and, as such, I am either: (i) a natural person whose individual net worth, or joint net worth with the undersigned's spouse, exceeds US\$1,000,000; or (ii) a natural person who had an individual income in excess of US\$200,000 in each of the two most recent years or joint income with the undersigned's spouse in excess of US\$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.
8. XYT
Initial I have attained the age of 21 years and have the legal capacity and competence to execute all necessary documents in connection with this Program and to take all actions required pursuant to those documents.
9. XYT
Initial I have and will continue to comply with all the requirements, terms and conditions prescribed by the USCIS in connection with the Nonimmigrant and Immigrant Petitions required to comply with the terms of this Program.
10. XYT
Initial I am in good health and know of no health impairment which would likely result in my failure to meet the minimum health requirements stipulated under the Immigration Act of 1990, as amended, or any other U.S. Immigration law requirements.
11. XYT
Initial I have never been convicted of any criminal offense and know of no material facts which would likely result in my failure to meet the minimum requirements for permanent residency in the U.S.

12. XYT
Initial I understand there is no guarantee associated with my investment other than the economics of the project itself.
13. XYT
Initial I understand and acknowledge that this Subscription Agreement and the representations and warranties contained herein shall be binding upon my heirs, legal representatives, successors, and assigns. I further acknowledge that I may not assign my rights under this Subscription Agreement or delegate any of my duties without prior written consent by the General Partner of the Program.
14. XYT
Initial I have retained and consulted with competent immigration counsel of my choice in connection with these immigration matters and represent and warrant that I am aware of no ground of exclusion which would preclude the issuance of a conditional resident visa/status to either me or my accompanying family members. I am relying solely on my own selected counsel for all legal advice relating to the processing of my petition and have relied on my own professional advisors for any and all matters connected to this investment, including filing my immigration petitions.
15. XYT
Initial I understand that I will be required to supply certain documentation to prepare and file my Immigrant Petition by Alien Entrepreneur (Form I-526) and, in 21 months after the issuance of my permanent visa/status, additional documentation will be necessary to apply for my Petition by Alien Entrepreneur to Remove Conditions (I-829) to remove the conditional resident status. I will provide all necessary documentation to my attorney and hereby authorize my representative to supply to the General Partner of the Program all information regarding my applications.
16. XYT
Initial I acknowledge that if my Immigrant Petition by Alien Entrepreneur (I-526) or my Petition by Alien Entrepreneur to Remove Conditions (I-829) is rejected by the USCIS for any reason, then I shall have no claim against the General Partner, the Program, its affiliates, representatives, attorneys, nor any of these parties' officers, partners, members, or employees.

If your Immigrant Petition by Alien Entrepreneur (I-526) is not approved, notwithstanding your good faith best efforts in compliance with the Subscription Agreement and related documents and the USCIS rules, regulations and procedures, then you shall be entitled to receive a **full refund** of the amount of your Capital Contribution in the amount of U.S. Five Hundred Thousand Dollars (US\$500,000) plus the U.S. Thirty Thousand Dollars (US\$30,000.00) **processing fee**. The refund shall be paid within Thirty (30) days after receipt of written notification that Subscriber's I-526 has been denied. If your immigrant Petition by Alien Entrepreneur to Remove Conditions (I-829) is not approved due to failure to fulfill the job creation requirements. The General Partner shall assist you in seeking an alternative Investment Program or facilitate the acquisition of your unit in the Limited Partnership. Any immigration consequences of your denial must be discussed with your immigration counsel.

The Partnership has the right to declare a forfeiture if you fail to receive approval of the Immigrant Petition by Alien Entrepreneur (I-526) or have Conditional Resident Visa Status denied

or revoked for any of the following reasons: (i) you failed to comply with USCIS or other applicable governmental procedures in a timely manner; (ii) you failed to disclose or you falsified any information; (iii) you failed to attend any interview scheduled by the appropriate U.S. Consular Office or the USCIS, as applicable; (iv) you failed to enter the U.S. within the time required by USCIS; (v) or you voluntarily withdrew the Immigrant Petition by Alien Entrepreneur (I-526) without good cause, as determined by the Limited Partnership in its sole discretion. Upon the decision of the Limited Partnership to declare a forfeiture pursuant to these provisions, the Limited Partnership will refund your Capital Contribution, however, all processing fees will be non-refundable. The Limited Partnership will return this amount within thirty (30) days of the Limited Partnership's decision to declare a forfeiture.

This Agreement shall be interpreted in accordance with the laws of the State of California and all disputes relating to or arising in connection with this Agreement shall be decided by the courts of the State of California, with the exclusion of any other court. After you have received your conditional Green Card, any transfer or sale of your unit in the Limited Partnership, shall be at the fair market value as determined by a 3rd party appraiser of General Partner's choice.

I agree to the conditions, obligations, and requirements as set forth in this Subscription Agreement, the Limited Partnership Agreement, the Offering Circular, and the Statement of Risk Factors and Disclosures. I agree to pay the US\$10,000.00 to commence the case on the conditions set forth above. Such payment shall be made to Dos Lagos Center 4, Limited Partnership under the terms specified in the aforementioned agreements. I shall not be entitled to any interest earned on my Capital Account. All prices are in U.S. Dollars.

PROSPECTIVE INVESTOR

Print Name: TANG XIAOYAN

TANG XIAOYAN
Signature Date

GENERAL PARTNER

Print Name: _____, Member

Richard J. [Signature]
Signature Date

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EXHIBIT 2



WX 0000 495 010555 #01 AT 0.406
DOS LAGOS CENTER 4 LIMITED PTNRSHIP
17700 CASTLETON ST STE 583
CITY OF INDUSTRY CA 91748-5710

DATE: 05/22/14
DIRECT INQUIRIES TO:
800.729.9473 OPTION 2
ACCOUNT: 325023116588

THE FOLLOWING WIRE WAS CREDITED TODAY:

USD AMOUNT \$530,085.00

TRANSACTION REF:	2014052200210761	SERVICE REF:	000902
SENDER'S REF:	140522MS01837600	RELATED REF:	140522MS01837600
IMAD:	20140522BIQ9121C000902	ID:	6217857000026676815
ORIGINATOR:	TANG XIAOYAN	ID:	BKCHGB2L
ORIGINATOR'S BANK:	BANK OF CHINA, LONDON	ID:	026003269
SENDING BANK:	BANK OF CHINA	ID:	325023116588
BENEFICIARY:	DOS LAGOS CENTER 4, LIMITED		

PAYMENT DETAIL: EB 5 INVESTMENT EB 5 TANG XIAOYAN GD2014052227 E400140522000700 CMTT45
3353514007410 /ACC/ // BOC NY LESS COMM USD 15.00

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EXHIBIT 3

ORGANIZED UNDER THE LAWS OF CALIFORNIA



NUMBER

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UNITS

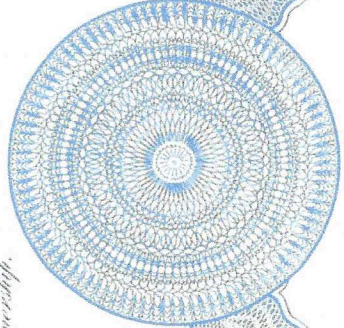
DOS LAGOS CENTER 4, LIMITED PARTNERSHIP

AUTHORIZED TO ISSUE UNITS OF OWNERSHIP INTEREST

This Certifies That One **Tang, XiaoYan** is the owner of _____ fully paid and non-assessable Unit of the above Limited Partnership transferable only on the books of the Limited Partnership by the holder hereof in person or by a duly authorized Attorney upon surrender of this certificate properly endorsed. Transfer of this Unit is subject to restrictions in the Operating Agreement, Regulations for this Limited Partnership. The Partnership will furnish without charge to each Unit holder who so requests, the powers, designations, preferences and relative participation rights of Unit holders and the qualifications, limitations or restrictions of such rights.

In Witness Whereof, the said Limited Partnership has caused this Certificate to be signed by its duly authorized Partners and to be sealed 05/22/2014 the Limited Partnership.
Dated _____

Richard Deng



Richard Deng

MANAGER