**PLANTING GROUND FUND, L.P.**

SUBSCRIPTION AGREEMENT

# SUBSCRIPTION. The undersigned subscriber (the “**Subscriber**”) has received, reviewed and understood the Confidential Offering Circular dated July 1, 2018 (including the Appendices and Exhibits thereto, the “**Offering Circular**”) for the offering of limited partner interests (“Interests”) in Planting Ground Fund, L.P., a Delaware limited partnership (the “**Partnership**”), and hereby irrevocably subscribes for Interests in the amount of $         . The Subscriber shall wire transfer that amount to the Partnership’s custodian in accordance with the Subscription Instructions furnished by the Partnership to the Subscriber. Such subscription and related funds, when and if accepted by the general partner of the Partnership, Radnorwood Capital, LLC, a Delaware limited liability company (the “**General Partner**”), will constitute the initial Capital Contribution by the Subscriber to the Partnership, in accordance with the Agreement of Limited Partnership of the Partnership (the “**Agreement**”), in the form furnished by the General Partner to the Subscriber as Exhibit A of the Offering Circular. Capitalized terms used and not otherwise defined in this Subscription Agreement (“**Subscription Agreement**”) have the meanings ascribed to them in the Offering Circular. The General Partner may waive the subscription payment and documentation deadlines in the Subscription Instructions by accepting a subscription and the related funds with respect thereto after such dates.

# REPRESENTATIONS, WARRANTIES AND AGREEMENTS REGARDING U.S. PERSON STATUS. The Subscriber represents, warrants and agrees that:

### If the Subscriber is a U.S. Person[[1]](#footnote-1):

1. The Subscriber agrees to notify the General Partner within sixty days of the date it becomes a non-U.S. Person;
2. If the Subscriber is an individual, the Subscriber is over twenty- one years of age (or the age of majority in the Subscriber’s state of residence) and if the Subscriber is an unincorporated association, all of its members are of such age. The requirements of the preceding sentence will be deemed met if the Subscriber is of such age and is acting as a custodian, trustee or legally appointed personal representative for the beneficial investor (who may be under such age).

The Subscriber understands that the General Partner may disclose to the IRS the Subscriber’s certification above regarding the Subscriber’s U.S. Person status and any false statement may be punishable by fine, imprisonment or both.

### If the Subscriber is not a U.S. Person:

1. The Subscriber has obtained, complied with or observed all consents required and all legal requirements necessary for this agreement or the issuance of Interests to be lawful and valid under the laws of any jurisdiction to which the Subscriber is subject;
2. Unless the Subscriber resides in a jurisdiction where the Partnership has registered to offer Interests, the Subscriber acknowledges and agrees that none of the General Partner or any of its directors or officers, any director or officer of the Partnership, nor any of their affiliates or representatives, marketed, offered or solicited interests in the Partnership to the Subscriber. The Subscriber initiated contact with the General Partner, and such contact was made solely for the purpose of making an investment into the Partnership, and not any other vehicle or strategy managed by the General Partner.

# REPRESENTATIONS, WARRANTIES AND AGREEMENTS BY SUBSCRIBER.

The Subscriber represents, warrants and agrees that:

### If the Subscriber is subscribing for Interests as a trustee, agent, representative, intermediary, nominee or custodian for another person or entity (each, an “**Underlying Beneficial Owner**”):

##### The Subscriber is making the representations, warranties and agreements herein (including the representations in the Offering Questionnaire) with respect to the Subscriber and each Underlying Beneficial Owner. The Subscriber has all requisite power and authority from each Underlying Beneficial Owner to execute, deliver and perform the obligations under this Subscription Agreement; and

##### The Subscriber will not permit such Underlying Beneficial Owner to transfer any beneficial interest in the Interests, directly or indirectly, to any person or entity unless the Subscriber’s representations in this Subscription Agreement will continue to be true with respect to every beneficial owner of the Interests.

### This Subscription Agreement constitutes the Subscriber’s legal, valid and binding agreement, enforceable against the Subscriber in accordance with its terms. The Subscriber, if not an individual, is empowered and duly authorized to enter into this Subscription Agreement under any governing document, operating agreement, partnership agreement, trust instrument, pension plan, charter, certificate or articles of incorporation or organization, bylaw provision or the like. The person, if any, signing this Subscription Agreement on behalf of the Subscriber is empowered and duly authorized to do so by the governing document, trust instrument, operating agreement, partnership agreement, pension plan, charter, articles or certificate of incorporation or organization, bylaw provision, board of directors or stockholder resolution, or the like.

### The Subscriber or, if the Subscriber is acting as a trustee, agent, representative, intermediary, nominee or custodian for an Underlying Beneficial Owner, such Underlying Beneficial Owner, is subscribing for the Interests solely for the Subscriber’s (or such Underlying Beneficial Owner’s) account with only the Subscriber’s funds and not as a nominee or agent and not for the account of any other person. On the General Partner’s acceptance of this Subscription Agreement, no person other than the Subscriber (or such Underlying Beneficial Owner) will have any interest, beneficial or otherwise, in the Interests. The Subscriber is not obligated to transfer Interests or any part thereof or interest therein to any other person nor does the Subscriber have any agreement or understanding to do so. The Subscriber is purchasing the Interests for investment for an indefinite period, not with a view to the sale or distribution of any part or all thereof by public or private sale or other disposition. Neither the Subscriber nor any Underlying Beneficial Owner intends to sell, grant any participation in or otherwise distribute or dispose of any of the Interests or to subdivide the Interests with any person or entity.

### The Subscriber understands that the Interests have not been registered or qualified under the 1933 Act or any other securities law or regulation, on the ground, among others, that there will be no distribution or public offering or sale of the Interests. The Subscriber understands that the Partnership will issue the Interests in connection with transactions that do not involve any public offering within the meaning of section 4(a)(2) of and Regulation D under the 1933 Act and under applicable provisions of the securities laws, rules and regulations of other jurisdictions. The Subscriber understands that the Partnership is relying in part on the Subscriber’s representations herein for purposes of relying on such provisions and that such provisions may not apply if, notwithstanding the Subscriber’s representations, the Subscriber intends merely to acquire the Interests for resale on the occurrence or non- occurrence of some predetermined event. The Subscriber has no such intention.

### The Partnership communicated the offer to sell the Interests directly to the Subscriber in a manner such that the Subscriber was able to ask questions of and receive answers from the General Partner concerning the terms and conditions of this transaction. At no time was the Subscriber presented with or solicited by any leaflet, public promotional meeting, newspaper, magazine or similar medium (including, without limitation, any internet site that does not comply with procedures required to prevent a public solicitation of Interests), or any radio or television article or advertisement, or any other form of advertising or general solicitation. The Subscriber has not reproduced, duplicated or delivered to any other person the Offering Circular or any part thereof or excerpt therefrom (including, without limitation, this Subscription Agreement) except to the Subscriber’s own advisers, and shall not do so without the General Partner’s prior consent.

### The Subscriber, either alone or with the Subscriber’s professional advisers who are unaffiliated with, have no equity interest in and are not compensated by the Partnership or any Affiliate or selling agent of the Partnership, directly or indirectly, has such knowledge and experience in financial and business matters that the Subscriber can evaluate the merits and risks of an investment in the Interests and can protect the Subscriber’s own interests in connection with the Subscriber’s proposed investment in the Interests.

### The Subscriber has been furnished with such financial and other information about the Partnership and the General Partner as the Subscriber considers necessary in connection with the Subscriber’s investment in the Interests. The Subscriber has carefully reviewed the Offering Circular and each appendix and exhibit thereto, and is thoroughly familiar with the existing and proposed business, operations, management, investments and financial condition of the Partnership and has, directly or through the Subscriber’s representatives and advisers, discussed with General Partner any questions the Subscriber may have had with respect thereto. The Subscriber understands:

##### The risks involved in this offering, including the speculative nature of the investment and the risk of losing the Subscriber’s entire investment;

##### The limited liquidity and restrictions on transfers of the Interests; and

##### The tax consequences of this investment.

The Subscriber has consulted with the Subscriber’s own legal, accounting, tax, investment and other advisers with respect to the tax treatment of an investment by the Subscriber in the Interests and the merits and risks of an investment in the Interests. The Subscriber is able to bear the economic risk of such investment.

### The information in the Offering Questionnaire incorporated herein is true, correct and complete in all respects as of the date hereof. The Subscriber is an “accredited investor” as defined in the Offering Questionnaire. If the Subscriber has indicated category (13) in Part E of the Offering Questionnaire, all direct and indirect equity owners of the Subscriber are also accredited investors. In addition:

##### The Subscriber was not formed for the purpose of investing in Interests. Less than forty percent of the Subscriber’s total assets will be invested in the Partnership. The Subscriber has or will have other substantial business or investments.

##### Other than as may be required with respect to the allocation of profits and losses from New Issues, the governing documents of the Subscriber require that each beneficial owner of the Subscriber, including, but not limited to, every shareholder, partner, member and beneficiary, participates through such beneficial owner’s interest in the Subscriber in all of the Subscriber’s investments and that the profits and losses from each such investment are shared among such beneficial owners in the same proportions as all other investments of the Subscriber. No such beneficial owner may vary such beneficial owner’s share of profits and losses or the amount of such beneficial owner’s contribution for any particular investment made by the Subscriber.

##### If the Subscriber is an “investment company”, as that term is defined in the ICA, or it relies on the exclusion from the definition of “investment company” provided by ICA section 3(c)(1) or 3(c)(7), the Subscriber understands and agrees that the Subscriber’s subscription hereby may be reduced by the General Partner to an amount that is less than ten percent of the total amount of Interests held by all Limited Partners.

##### The Subscriber understands that the General Partner allocates New Issue Profits and Losses to the Partnership’s capital accounts associated with Interests issued to any Restricted Person or Covered Person only to the extent that the General Partner deems consistent with the New Issue Rules or appropriate to ease the administrative or other burdens of implementing the New Issue Rules. In addition, it may treat Limited Partners that are organized as investment entities, such as so-called “fund of funds,” as Restricted Persons or Covered Persons if those investment entities have beneficial owners who are Restricted Persons or Covered Persons. If the Subscriber becomes a Restricted or Covered Person after it initially purchases Interests, the Subscriber shall notify the Partnership immediately.

### The Subscriber acknowledges that under tax, anti-money laundering, FATCA/CRS and other laws, rules, regulations, guidance, treaties or other restrictions, the Partnership, the General Partner or the Administrator may require the Subscriber to provide further identification, information and documentation regarding the Subscriber and its beneficial owners from time to time, which may include and any information regarding the Subscriber that the General Partner or the Administrator deems necessary to ensure compliance with all applicable laws concerning tax, anti-money laundering, FATCA/CRS and similar requirements. Failure to complete all applicable sections of the Subscription Agreement may also delay the Subscriber’s subscription. Accordingly, without limiting the foregoing:

##### The Subscriber (A) agrees to provide such information and documentation as the Partnership, the General Partner or the Administrator requests for the purposes described above (including, as requested, the identities of the Subscriber’s underlying beneficial owners and any other person who controls the Subscriber and any such person’s residence and income tax status) at the time Subscriber first subscribes and thereafter promptly on any change in the information the Subscriber has previously reported to the General Partner and promptly on any request for additional or updated information, (B) acknowledges that the Partnership will be required to disclose information, which may include information the Subscriber provides to the Partnership as described above, to the taxing authorities of any country or jurisdiction and to the Partnership’s withholding agents, (C) waives its right to assert any claim under any jurisdiction not to have to disclose such information, (D) understands that failure to provide such information could result in the Subscriber being expelled from the Partnership, the Partnership causing such Interests to be allocated the expense of any resulting withholding tax and/or withholding, or the Interests being subject to a withholding tax with respect to its share of any payment attributable to actual and deemed U.S. investments of the Partnership, and (E) acknowledges that the Subscriber may be liable to the Partnership under the indemnification provisions of this Subscription Agreement, including following a withdrawal, for any such withholding, withholding tax, liability or expense.

##### The Subscriber agrees that the Subscriber must provide such information, which may be required to be certified under penalty of perjury, before the Administrator or the Partnership can process a subscription or redemption, or for the Subscriber to continue to hold Interests, and that the Subscriber’s subscription or redemption may be delayed or rejected, or redemption proceeds may be withheld to pay resulting liabilities and obligations, if the Subscriber does not provide satisfactory information promptly.

##### The Subscriber acknowledges that the Partnership is required to comply with FATCA/CRS, and that the Partnership is relying on the Subscriber’s agreements, representations and warranties herein and the information provided under the foregoing to satisfy FATCA/CRS. If the Subscriber is, or the Subscriber’s investment in the Partnership is made through, a “foreign financial institution” within the meaning of FATCA/CRS, the Subscriber agrees that such foreign financial institution (including the Subscriber, if applicable) (A) shall meet its own FATCA/CRS requirements and (B) shall not delegate any FATCA/CRS withholding responsibility to the Partnership.

### The Subscriber understands that the Partnership is prohibited from accepting a subscription for Interests by any person, entity or other organization that is acting, directly or indirectly, in violation of any anti-money laundering laws, rules, regulations, treaties or other restrictions, or on behalf of any suspected terrorist or terrorist organization (each such person or entity is referred to herein as a “Prohibited Investor”), which includes any person, entity or other organization (i) that is included on any applicable list maintained by any governmental agency of the U.S. (including, but not limited to, the U.S. Central Intelligence Agency, the U.S. Department of the Treasury, the U.S. Federal Bureau of Investigation, the IRS, the U.S. Office of Foreign Assets Control and the SEC) or any agency or regulator of any other applicable jurisdiction (including the EU and the UK), or (ii) that is operationally based or domiciled in a country or territory in relation to which current sanctions have been issued by the United Nations, the U.S., the EU or the UK.

##### Neither the Subscriber nor any Underlying Beneficial Owner is a Prohibited Investor or, except as disclosed on the Subscriber’s Offering Questionnaire, a senior foreign political figure,[[2]](#footnote-2) an immediate family member of a senior foreign political figure[[3]](#footnote-3) or a close associate of a senior foreign political figure.[[4]](#footnote-4)

##### If the Subscriber is a corporation, partnership, limited liability company, trust, association or other entity, the Subscriber (A) has established the identity of each director, officer and beneficial owner of the Subscriber (including, but not limited to, each shareholder, member, partner, trustee and beneficiary), (B) will maintain all evidence identifying such persons for at least five years after the date that the Subscriber terminates its entire interest in the Partnership, (C) has made such information available to the General Partner in the Offering Questionnaire or will provide such information to the General Partner immediately on the General Partner’s request and (D) has no intention or obligation to distribute, assign, transfer or sell all or any portion of the Interests to any Underlying Beneficial Owner.

##### If the Subscriber is an investment entity (such as an investment pool organized as a limited partnership, limited liability company, corporation or other entity), (A) the Subscriber has established and applies anti-money laundering practices and procedures that comply with all applicable laws, rules and regulations and are designed to detect and report any activity that raises suspicion of money laundering activities and (B) none of the Subscriber’s directors, officers, managers, members, partners, shareholders or other beneficial owners is a Prohibited Investor, or, except as disclosed on the Subscriber’s Offering Questionnaire, a senior foreign political figure, an immediate family member of a senior foreign political figure or a close associate of a senior foreign political figure.

##### The assets used to subscribe for the Interests were not derived, directly or indirectly, from any illegal activity or source.

### The Subscriber understands and agrees that if the General Partner or the Administrator believes that any of the representations, warranties or agreements in the foregoing sections, or any other information that the Subscriber has supplied to the General Partner or the Administrator, is or becomes false, inaccurate or incomplete in any respect, the General Partner, the Administrator or the Partnership may be required to expel the Subscriber from the Partnership, freeze the Subscriber’s assets, suspend the Subscriber’s withdrawal rights, withhold withdrawal proceeds to cover withholding and any other liabilities, costs, expenses or taxes caused (directly or indirectly) by the Subscriber’s action or inaction, request additional information, deliver the Subscriber’s assets invested in the Partnership to a governmental agency, report any such action and the Subscriber’s identity, citizenship or other information to a governmental agency or take any combination of the foregoing actions or any other action as required by applicable law. To the extent permitted by applicable law, the Subscriber (1) waives and releases any known or unknown claim that the Subscriber might now or at any future time have against the Partnership, the General Partner, the Administrator or any of their respective Affiliates, controlling persons, shareholders, members, managers, partners, directors, officers, employees and agents in connection with such action described above and (2) agrees that, in connection with such action described above, the General Partner may segregate and manage any portion or all of the Subscriber’s investment in the Partnership separate and apart from the Partnership’s assets, in the General Partner’s absolute discretion, including without limitation, by selling or otherwise disposing of such assets of the Subscriber and reinvesting the proceeds therefrom. The rights and obligations of the Partnership, the General Partner and the Administrator under this section 2(k) shall supersede any duties that such persons may have to the Subscriber under the Agreement or otherwise.

### Unless otherwise approved by the General Partner, distributions of the Partnership’s assets to the Subscriber (whether as a result of a distribution to all Limited Partners or in connection with a withdrawal by the Subscriber) shall be made (1) only to the Subscriber (as reflected on the Partnership’s books and records) and (2) only through accounts held at a U.S. bank or a non-U.S. banking institution organized within a country or territory that is a member of, or a country or territory that belongs to a regional organization that is a member of, the FATF.

### The Subscriber understands that insofar as indemnification for liabilities arising under the 1933 Act may be permitted to the General Partner, directors, officers or persons controlling the Partnership, the Partnership has been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the 1933 Act and is therefore unenforceable.

### The Subscriber understands and agrees that the Partnership, the General Partner and the Administrator may maintain confidential information about the Subscriber (including the information provided in its Subscription Agreement, the value of the Subscriber’s Interests and other details regarding the Subscriber or the Subscriber’s investment in the Partnership and historical and pending transactions with respect to Interests) and, if applicable, its directors, officers and beneficial owners, in the U.S. or any other jurisdiction, and may release and disclose any such confidential information to each other or to any other service provider in any jurisdiction. Those persons also may disclose information regarding the Subscriber (1) in connection with anti-money laundering and similar matters, (2) in connection with any regulations, laws or rules promulgated in connection with Code sections 1471 through 1474 and similar laws of other countries, (3) if any of them believes it is required to do so by applicable law, rule, regulation, subpoena or court order or (4) if any of them believes it is in the best interests of the Partnership in light of applicable laws, rules and regulations. Any such disclosure shall not be treated as a breach of any restriction on the disclosure of information imposed on such person by law or otherwise.

### The Subscriber acknowledges that it may receive or have access to confidential proprietary information concerning the Partnership, including, without limitation, portfolio positions, valuations, information regarding potential investments, financial information, trade secrets and the like (collectively, “**Confidential Information**”), which is proprietary in nature and non-public. The Subscriber agrees that it shall not disclose or cause to be disclosed any Confidential Information to any person or use any Confidential Information for its own purposes or its own account, except in connection with its investment in the Partnership, and except as otherwise required by any regulatory authority, law or regulation, or by legal process. Furthermore, the Subscriber has not reproduced, duplicated or delivered the Offering Circular or this Subscription Agreement to any other person, except professional advisers to the Subscriber or as instructed by the General Partner. Notwithstanding the foregoing, the Subscriber (and each employee, representative or other agent of the Subscriber) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of (1) the Partnership and (2) any of its transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to the Subscriber relating to such tax treatment and tax structure.

### The Subscriber authorizes and instructs the Partnership, the General Partner and the Administrator to accept and execute any instructions regarding the Interests (including without limitation withdrawal requests) given by the Subscriber in written form, by email, facsimile or by other electronic means. If the Subscriber gives instructions by email, facsimile or by other electronic means, the Subscriber agrees to keep each of the Partnership, the General Partner and the Administrator indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting on instructions submitted by email, facsimile or by other electronic means. Emails or facsimiles sent to any such person shall only be effective when actually received by such person. The Partnership, the Administrator and the General Partner may rely conclusively on and shall incur no liability for any loss arising from (1) the non-receipt of any instructions relating to the Subscriber delivered by email, facsimile or other electronic means or (2) any action taken on any notice, consent, request, instructions or other instrument believed in good faith to be genuine or to be signed by properly authorized persons on behalf of the Subscriber.

### The Subscriber acknowledges that the Partnership may be precluded from relying on Rule 506 under the 1933 Act, if a Partner having 20% or more of the Partnership’s voting securities is subject to a disqualifying event, as described in Rule 506(d)(i) through 506(d)(viii) (each, a “Disqualifying Event”). While the General Partner does not believe that the Interests are “voting securities,” the SEC’s rules and interpretations relating thereto are uncertain in many respects.

Accordingly, if (1) the Subscriber is or is reasonably likely to become subject to any Disqualifying Event, the Subscriber shall promptly notify the General Partner, regardless of the Subscriber’s percentage ownership of the Partnership, (2) the General Partner notifies the Subscriber that the Subscriber’s percentage ownership of the Partnership is over or approaching the relevant threshold, the Subscriber shall promptly provide any information reasonably requested by the General Partner to determine whether the Subscriber is subject to any Disqualifying Event, and (3) at any time the Subscriber holds 20% or more of the Partnership’s voting securities, regardless of whether it is so notified, the Subscriber hereby agrees to waive such portion of its voting, consent or similar rights sufficient to reduce the Subscriber’s voting, consent or similar rights to less than 20% of such rights, pursuant to the Agreement. Notwithstanding the foregoing, nothing in this section shall be deemed an acknowledgment that the Interests are “voting securities” for purposes of Rule 506.

### If the Subscriber is not an ERISA Plan, but becomes an ERISA Plan or a Plan, then (1) the Subscriber shall immediately disclose such fact to the Partnership and (2) the person signing this Subscription Agreement on behalf of the Subscriber shall then be deemed to have made the signatory representations, warranties and agreements of section 4 applicable to a Subscriber that is an ERISA Plan or Plan, as the case may be.

### If the Subscriber is a pooled investment fund, the Subscriber and its general partner, manager, managing member, and investment adviser have and shall maintain all licenses or registrations required under the Commodity Exchange Act, as amended, and the rules and regulations thereunder. The Subscriber shall notify the General Partner promptly if this representation becomes untrue or incomplete.

### The Subscriber shall supply the General Partner or the Administrator, as applicable, with such other information as from time to time the General Partner or the Administrator reasonably requests to enable the General Partner or the Administrator to determine that the Subscriber is and continues to be an appropriate investor.

### The Subscriber agrees to notify the General Partner and the Administrator immediately if any of the representations, warranties or agreements in this Subscription Agreement becomes

1. U.S. Person means (a) a natural person who is a citizen or resident of the United States; (b) a partnership, limited liability company or corporation organized or incorporated under the laws of the United States; (c) a trust of which any trustee is a U.S. Person, unless no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. Person, the trustee who is a U.S. Person is a professional fiduciary and a trustee who is not a U.S. Person has sole or shared investment discretion with respect to the trust assets; (d) an estate of which any executor or administrator is a U.S. Person, unless such estate is governed by non-U.S. law, the U.S. Person who serves as an executor or administrator of such estate is a professional fiduciary and an executor or administrator of the estate who is not a U.S. Person has sole or shared investment discretion with respect to the estate’s assets; (e) a nondiscretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person; (f) a discretionary or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; (g) an agency or branch of a non-U.S. entity located in the United States; or (h) a partnership, limited liability company or corporation that is (1) organized or incorporated under the laws of a jurisdiction other than the United States and (2) formed by a U.S. Person principally for the purpose of investing in Securities not registered under the 1933 Act, unless it is organized or incorporated and owned by accredited investors (as defined in Rule 501(a) under the 1933 Act) who are not natural persons, estates or trusts. Notwithstanding the foregoing, an employee benefit plan established and administered in accordance with the law of a country other than the United States and with customary practices and documentation of such country does not constitute a U.S. Person. [↑](#footnote-ref-1)
2. A “senior foreign political figure” is a senior official in the executive, legislative, administrative, military or judicial branch of a non-U.S. government (whether elected or not), a senior official of a major non-U.S. political party, or a senior executive of a non-U.S. government-owned corporation. A “senior foreign political figure” also includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure. [↑](#footnote-ref-2)
3. The “immediate family of a senior foreign political figure” typically includes the figure’s parents, siblings, spouse, children and in- laws. [↑](#footnote-ref-3)
4. A “close associate of a senior foreign political figure” is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure. [↑](#footnote-ref-4)