

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant The Spectrum Group Members, LLC	2. Registration Number 7764
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3. Primary Address of Registrant
99 Canal Center Plaza, STE 450, Alexandria, VA 22314

4. Name of Foreign Principal Desan Shipyard	5. Address of Foreign Principal Evliya Çelebi Mah. Tersaneler Caddesi No:36 Tuzla 34944 İstanbul, Türkiye TURKEY
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6. Country/Region Represented
TURKEY

7. Indicate whether the foreign principal is one of the following:

☐ Government of a foreign country¹

☐ Foreign political party

☒ Foreign or domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☒ Corporation

☐ Voluntary group

☐ Association

☐ Other (*specify*) _____

☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official(s) with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official(s) with whom registrant engages
- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

DESAN Shipyard is a Turkish maritime and shipbuilding company engaged in the construction, repair, maintenance, conversion, and modernization of commercial and naval vessels. The company provides shipbuilding and maritime engineering services for domestic and international customers and supports both commercial and defense-related maritime projects.

- b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

See Appendix for Response

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
<u>08/31/2026</u>	<u>George Close</u>	<u> /s/George Close</u>
<u>08/31/2026</u>	<u>Niki Hearn</u>	<u> /s/Niki Hearn</u>
<u>08/31/2026</u>	<u>Michael Franken</u>	<u> /s/Michael Franken</u>
<u> </u>	<u> </u>	<u> </u>

EXECUTION

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Date

Printed Name

Signature

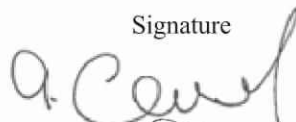
08/11/2026

Michael Franken



EXECUTION

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Date	Printed Name	Signature
08/11/2026	George Close	
08/11/2026	Niki Hearn	

Appendix Response to Item 12

Item 12: If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

DESAN Shipyard is a 100% privately owned company operating under the majority ownership and management of the Kaptanoglu Group. Mr. Taskin Çilli holds a 9% minority ownership interest in the company. Mr. Cenk Ismail Kaptanoglu serves as Chairman of the Board.

DESAN Shipyard operates independently as a private enterprise. No foreign government, foreign political party, government entity, or government-related entity holds any ownership interest, partnership interest, or controlling rights in DESAN Shipyard.

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

The Spectrum Group Members, LLC

2. Registration Number

7764

3. Name of Foreign Principal

Desan Shipyard

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 03/27/2026
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See Appendix for Response

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Appendix for Response

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act.¹

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ to the date of registration for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

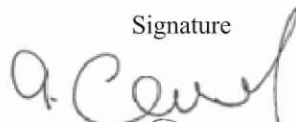
EXECUTION

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Date	Printed Name	Signature
<u>08/31/2026</u>	<u>Niki Hearn</u>	<u> /s/Niki Hearn</u>
<u>08/31/2026</u>	<u>Michael Franken</u>	<u> /s/Michael Franken</u>
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Date	Printed Name	Signature
08/11/2026	George Close	
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EXECUTION

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Date

Printed Name

Signature

08/11/2026

Michael Franken



Appendix Response to Item 8

Item 8: Describe fully the nature and method of performance of the above indicated agreement or understanding.

Spectrum provides strategic consulting, business development, and advisory services to DESAN Shipyard in support of DESAN's efforts to pursue maritime business opportunities involving the U.S. Navy and the U.S. maritime and shipbuilding industry. Under the agreement and subsequent addendum, Spectrum provides these services through strategic planning, market and opportunity analysis, engagement with relevant U.S. Navy and maritime industry stakeholders, facilitation of meetings, development of briefing and business development materials, support for responses to requests for information, quotes and proposals, identification of potential industry partners, and ongoing strategic advice and reporting.

The current Phase II engagement focuses on supporting DESAN's objectives related to voyage repair and maintenance, repair and overhaul of U.S. ships in Türkiye, ship module construction, potential partnership with or acquisition of a U.S. ship repair or new-construction shipyard, and potential partnerships with U.S. systems integrators and suppliers for construction of ships in Türkiye. Spectrum performs these services in coordination with DESAN leadership and provides periodic reporting, analysis, recommendations, and follow-up support.

Appendix Response to Item 9

Item 9: Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

On behalf of DESAN Shipyard, Spectrum engages in and proposes to engage in strategic consulting and business development activities designed to support DESAN's participation in the U.S. Navy and maritime market. Activities include identifying and developing relevant business opportunities; engaging with U.S. Navy, maritime industry, and other relevant decision-makers and stakeholders; scheduling, facilitating, attending, and supporting meetings between DESAN representatives and U.S. Navy and industry representatives; preparing talking points, briefing materials, correspondence, and other supporting materials; identifying potential U.S. business, shipyard, systems integrator, supplier, and industry partners; supporting DESAN's participation in relevant trade shows, conferences, and industry events; assisting with responses to U.S. Navy and industry requests for information, quotes, and proposals; maintaining a prioritized strategic engagement plan; analyzing engagement results and recommending follow-up actions; and providing periodic strategic advice and progress reporting to DESAN leadership.

These activities are intended to support DESAN's pursuit of opportunities involving U.S. ship voyage repair, maintenance, repair and overhaul, ship module construction, potential U.S. shipyard partnerships or acquisitions, and partnerships with U.S. systems integrators and suppliers.



March 27, 2026

Desan Deniz İnşaat Sanayi A.Ş.,
ATTN: Mr. Cenk Kaptanoglu, Chairman
Evliya Çelebi Mah. Tersaneler Caddesi No:36
Tuzla 34944 İstanbul – Türkiye

Dear Mr. Kaptanoglu:

Pursuant to your discussions with the Spectrum Group Team (TSG), this Agreement serves as an addendum to the original Consulting Agreement between Desan Deniz İnşaat Sanayi A.Ş, (Desan) and The Spectrum Group Members, LLC (Spectrum), dated December 8, 2025.

1. **Term**

This Addendum is extended for one (1) year, effective from the date of mutual execution.

Any subsequent extensions must be agreed to in writing by both parties.

Either party may terminate this Addendum without further liability for the other by giving thirty (30) days prior written notice of such termination.

2. **General Representation**

Spectrum will assign the following members to this project:

- Mr. William Watts – Account Executive
- Vice Admiral Mike Franken, USN, Retired
- Rear Admiral Michael Mahon, USN, Retired
- Rear Admiral Kent Whalen, USN, Retired
- Mr. Ulas Terzi - Director of Eastern European Operations

Other Spectrum members may be assigned as required to successfully execute Phase II.

3. **Services**

Phase II - Strategy Execution

In close coordination with the Desan Leadership Team (DLT), TSG shall utilize its expertise in U.S Navy (USN) shipbuilding and repair industries, government affairs, and relations across a broad spectrum of individuals to support and facilitate achieving the mutually agreed-upon objectives on 16 March 2026:

- Voyage Repair (VR) for USN ships in Türkiye
- Maintenance, Repair and Overhaul (MRO) for USN ships in Türkiye
- Ship Module Construction (SMC) for USN ships in Türkiye
- Partnership with or acquisition of a U.S. Ship Repair Activity



- Partnership with or acquisition of a U.S. New Construction Shipyard
- Partnership with a U.S. system integrator/supplier for construction of ships in Turkiye for sale to the U.S. or a third country.

TSG shall take reasonable action necessary to achieve these objectives simultaneously, with initial priority placed on VR, MRO and SMC. As opportunities aligned with the partnership objectives are identified and developed, TSG will, with DLT's concurrence, adjust its efforts accordingly.

TSG will execute the Business Development Strategy (BDS) that was also agreed to by both parties on 16 March 2026. In execution of this BDS, TSG will perform the following actions:

- Capitalize established relationships with senior USN, maritime industry leaders, and influential decision makers, TSG will represent the unique opportunities Desan Shipyard possesses for the U.S. Navy and maritime community's future ship repair and manufacture.
- Broaden engagement opportunities to reach essential USN and other maritime industry leadership and core influencers.
- Schedule and facilitate direct meetings between DLT members, senior USN, industry leaders, and decision makers by assisting with preparation of talking points and briefing materials. TSG will provide an analysis of meeting results and support completion of follow-up actions.
- Develop and maintain a Prioritized Strategic Engagement Plan (PSEP) to track all engagements with USN and industry leaders. PSEP execution progress, plans, and results will be updated and briefed to the DLT monthly.
- Develop and maintain a prioritized list of U.S. and international trade shows, conferences, and symposia to help achieve strategic objectives. Upon agreement of both parties, TSG will support DLT participation in these events.
- Assist in the development of correspondence with the USN and potential industry partners.
- Assist with the development of responses to official USN and industry requests for information, quotes or proposals.

TSG will provide a monthly BDS execution briefing to DLT that reviews completed and revised strategy to actions, PSEP and Trade Show updates, and projected actions and activities for the following month. TSG may also provide supporting analysis to assist DLT in strategic decision-making during the monthly updates.

4. **Compensation**

- 4.1 **Phase II.** In consideration of the services to be performed by Spectrum under Phase II of this Agreement, Desan shall pay Spectrum a Firm Fixed Price (FFP) of One Hundred Thousand U.S. Dollars (USD \$100,000) per month. First payment is due upon the signing of this Agreement, and subsequent payments are due within thirty (30) days of receipt of an invoice.
- 4.2 **Success Fee.** In further consideration of Spectrum's efforts to identify, develop, and facilitate long-term revenue opportunities, business relationships, and potential asset acquisitions; all regarding the U.S. Department of the Navy, the U.S. Department of War, and U.S. Prime Contractors





(collectively, the "U.S. Maritime Entities, Desan shall pay Spectrum a Success Fee equal to three percent (3%) of the gross revenues received or asset value acquired resulting from any business, contractual, or financial relationship established with any entity introduced to Desan by Spectrum or its representatives.

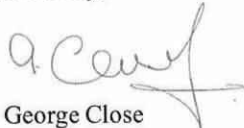
- a. This obligation shall remain in effect for a period of ten (10) years from the effective date of this Agreement and shall apply to all transactions, contracts, or agreements directly arising from Spectrum's introductions or facilitation efforts, whether such transactions occur during or after the term of this Agreement.
- b. Success fee terms and conditions may be separately negotiated for any additional third parties outside of the US and Türkiye in accordance with the specific business conditions and practices in those countries.

4.3 Travel Expenses. Desan agrees to reimburse Spectrum for reasonable out-of-pocket expenses of TSG, not to exceed \$20,000.00 per month. For international travel, business-class airfare is authorized. Meals and Incidental Expenses (MI&E) are set at \$250.00 per day and mileage is reimbursed at the applicable Government Service Agency (GSA) rate. All international travel will be subject to prior approval by Desan.

All other terms and conditions of the original Agreement remain unchanged.

We have enjoyed working with everyone at Desan and look forward to continuing to work on your behalf to accomplish your company's objectives. Please contact me regarding any questions you may have.

Sincerely,



George Close
President

ACCEPTED TO AND ACCEPTED BY:

Desan Deniz İnşaat Sanayi A.Ş.

By:



Cenk Kaptanoglu, Chairman

Date:

01/4/2026