

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): June 18, 2026

VOLATO GROUP, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-41104
(Commission
File Number)

86-2707040
(IRS Employer
Identification No.)

**1954 Airport Road, Suite 124
Chamblee, GA 30341**
(Address of principal executive offices) (zip code)

844-399-8998
Registrant's telephone number, including area code

(former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock	SOAR	NYSE American LLC
Warrants, each whole warrant exercisable for one share of Class A common stock at an exercise price of \$287.50	SOARW	OTC Markets Group, Inc.

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

As previously disclosed in a Current Report on Form 8-K filed with the Securities and Exchange Commission on June 8, 2026 (the "Prior 8-K"), on June 7, 2026, Volato Group, Inc. (the "Company") entered into a Securities Purchase Agreement (the "Purchase Agreement") with Catheter Precision, Inc. (NYSE American: VTAK) and certain institutional investors (collectively, the "Investors") for the issuance and sale by the Company of 6,500,000 shares (the "Shares") of the Company's Class A common stock, par value \$0.0001 per share, at a per share price of \$0.34 (collectively, the "Private Placement").

The closing of the Private Placement occurred on June 18, 2026, and the Company received gross proceeds of approximately \$2.21 million, before deducting transaction fees and offering expenses payable by the Company.

Pursuant to the Registration Rights Agreement (the "Registration Rights Agreement") entered into by the parties in connection with the Purchase Agreement, the Company agreed to file a registration statement to register the resale of the Shares no later than ten (10) calendar days following the execution of the Registration Rights Agreement. On June 18, 2026, the parties entered into an Amendment No. 1 to Registration Rights Agreement (the "Amendment") to extend the filing deadline to 5:30 p.m. Eastern Time on June 18, 2026. All other terms of the Registration Rights Agreement remain unchanged.

The descriptions of the terms of the Purchase Agreement and Registration Rights Agreement contained in the Prior 8-K are incorporated herein by reference. The foregoing summaries of the Purchase Agreement, the Registration Rights Agreement, and the Amendment, including the summaries contained in the Prior 8-K, do not purport to be complete and are qualified in their entirety by reference to the full text of the Purchase Agreement, the Registration Rights Agreement, and the Amendment, the forms of which are included as Exhibit 10.1 to the Prior 8-K, Exhibit 10.2 to the Prior 8-K, and Exhibit 10.1 to this Current Report on Form 8-K, respectively, and are incorporated herein by reference.

Item 3.02. Unregistered Sales of Equity Securities.

The information contained in the Prior 8-K and Item 1.01 of this Current Report on Form 8-K related to the Private Placement is incorporated herein by reference. The Company offered and issued the Shares in reliance upon the exemptions from registration provided by Section 4(a)(2) of the Securities Act and Regulation D promulgated thereunder. The Shares were offered and sold without any general solicitation by the Company or its representatives. The Shares have not been registered under the Securities Act and may not be offered or sold in the United States without registration or an applicable exemption from the registration requirements of the Securities Act.

This Current Report on Form 8-K is not an offer to sell or a solicitation of an offer to buy any securities, nor will there be any sale of securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such state or jurisdiction.

Forward Looking Statements

This Current Report on Form 8-K contains certain statements that may be deemed to be “forward-looking statements” within the federal securities laws, including the safe harbor provisions under the Private Securities Litigation Reform Act of 1995. Forward-looking statements can be identified by the fact that they do not relate strictly to historical or current facts. They often include words or variation of words such as “expects,” “anticipates,” “intends,” “plans,” “believes,” “seeks,” “estimates,” “projects,” “forecasts,” “targets,” “would,” “will,” “should,” “goal,” “could” or “may” or other similar expressions. Forward-looking statements provide management or the board’s current expectations or predictions of future conditions, events, or results. All statements that address operating performance, events, or developments that may occur in the future are forward-looking statements, including statements regarding the challenges associated with executing our growth strategy, developing, marketing and consistently delivering high-quality services that meet customer expectations. All forward-looking statements speak only as of the date they are made and reflect the Company’s good faith beliefs, assumptions, and expectations, but they are not guarantees of future performance or events. Furthermore, the Company disclaims any obligation to publicly update or revise any forward-looking statement, except as required by law. By their nature, forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from those suggested by the forward-looking statements. Factors that might cause such differences include, but are not limited to, the risk that the Reverse Stock Split may not have the effect of increasing the trading price of the Company’s Common Stock, the risk that the Company may not be able to maintain compliance with all continued listing requirements, and a variety of economic, competitive, and regulatory factors, many of which are beyond the Company’s control, that are described in the Company’s periodic reports filed with the SEC including its Annual Report on Form 10-K for the fiscal year ended December 31, 2025, subsequent reports filed with the SEC, and other factors that the Company may describe from time to time in other filings with the SEC. You should understand that it is not possible to predict or identify all such factors and, consequently, you should not consider any such list to be a complete set of all potential risks or uncertainties.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Form of Amendment No. 1 to Registration Rights Agreement, dated June 18, 2026, between Volato Group, Inc. and the Investors party thereto.
104	Cover Page Interactive Data File (embedded with the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: June 18, 2026

Volato Group, Inc.

By: /s/ Mark Heinen
Name: Mark Heinen
Title: Chief Financial Officer

FORM OF AMENDMENT NO. 1 TO REGISTRATION RIGHTS AGREEMENT

This Amendment No. 1 to Registration Rights Agreement (this “Amendment”) is dated as of June 18, 2026, between Volato Group, Inc., a Delaware corporation (the “Company”), and each purchaser identified on the signature pages hereto (each, including its successors and assigns, a “Purchaser” and collectively the “Purchasers”). Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Offering Documents (as defined below).

RECITALS

WHEREAS, the Company and the Purchasers are parties to (i) that certain Securities Purchase Agreement, dated as of June 7, 2026 (the “Purchase Agreement”), and (ii) that Certain Registration Rights Agreement, dated as of June 7, 2026 (the “Registration Rights Agreement” and, together with the Purchase Agreement, the “Offering Documents”);

WHEREAS, pursuant to Section 6(d) of the Registration Rights Agreement, the Registration Rights Agreement may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless the same shall be in writing and signed by the Company and the Holders of 50.1% or more of the then outstanding Registrable Securities (the “Required Purchasers”);

WHEREAS, the undersigned Purchasers represented the Required Purchasers for purposes of the Section 6(d) of the Registration Rights Agreement;

WHEREAS, Section 2(a) of the Registration Rights Agreement requires the Company to prepare and file with the Commission a Registration Statement covering the resale of all of the Registrable Securities on or prior to the Filing Date; and

WHEREAS, the Purchasers desire for the Company to file the Initial Registration Statement as close as practicable to 5:30 p.m. Eastern Time on June 18, 2026.

NOW, THEREFORE, in consideration of these premises, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Each of the Company and each Purchaser acknowledges and agrees that the definition of “Filing Date” in the Registration Rights Agreement is hereby deleted entirely and replaced with the following:

“Filing Date” means, with respect to the Initial Registration Statement required hereunder, 5:30 p.m. Eastern Time on June 18, 2026, and with respect to any additional Registration Statements which may be required pursuant to Section 2(c) or 3(c), the earliest practicable date on which the Company is permitted by SEC Guidance to file such additional Registration Statement related to the Registrable Securities.

2. Each of the Company and each Purchaser acknowledges and agrees that the Company has complied with and fully satisfied the Company’s obligations under Section 3(a) of the Registration Rights Agreement in relation to the Initial Registration Statement.

3. This Amendment shall not become effective until fully executed by all parties hereto, whereupon it shall be a “Transaction Document” for purposes of the Offering Documents.

4. Except as expressly amended by this Amendment and by any other supplemental documents or instruments executed by a party hereto in order to effectuate the transactions contemplated hereby, the Offering Documents are hereby ratified and confirmed by the parties hereto and remain in full force and effect in accordance with the terms thereof.

5. All questions concerning the construction, validity, enforcement and interpretation of this Amendment shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal Proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Amendment and any other Transaction Documents (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any Action or Proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such Action or Proceeding is improper or is an inconvenient venue for such Proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such Action or Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Amendment and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. If any party shall commence an Action or Proceeding to enforce any provisions of the Transaction Documents, then, in addition to the obligations of the Company under Section 4.8, the prevailing party in such Action or Proceeding shall be reimbursed by the non-prevailing party for its reasonable attorneys’ fees and other costs and expenses incurred with the investigation, preparation and prosecution of such Action or Proceeding.

6. This Amendment may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by e-mail delivery (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method, such signature shall be deemed to have been duly and validly delivered and shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such “.pdf” signature page were an original thereof.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized signatories as of the date first indicated above.

VOLATO GROUP, INC.

By: _____
Name: _____
Title: _____

PURCHASERS:

By: _____
Name: _____
Title: _____

PURCHASERS:

By: _____
Name: _____
Title: _____

PURCHASERS:

By: _____
Name: _____
Title: _____
