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): September 1, 2026

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

Delaware	**001-41104**	**86-2707040**
(State or other jurisdiction of incorporation)	(Commission File Number)	(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.

Sixth Amendment to the Aircraft Management Services Agreement

As previously disclosed, on September 2, 2024, Volato Group, Inc., a Delaware corporation (the "Company"), entered into an Aircraft Management Services Agreement (as subsequently amended, the "Agreement") with flyExclusive, Inc. ("flyExclusive"), pursuant to which the Company engaged flyExclusive to provide certain aircraft management services and agreed that flyExclusive would be the exclusive provider of such services to the Company. In addition, flyExclusive agreed to use commercially reasonable efforts to include designated aircraft in its fleet in the Company's Vaunt empty-leg flight platform ("Vaunt") for empty-leg marketing at no cost to the Company.

As part of the Agreement, as subsequently amended, the Company granted flyExclusive, subject to certain terms and conditions, the right to purchase certain aviation-related assets from the Company and assume certain obligations of the Company (the "flyExclusive Asset Option") and also granted the Company, subject to certain terms and conditions, the right to sell certain aviation-related assets to flyExclusive and assign certain obligations of the Company to flyExclusive (the "Company Asset Option," and collectively with the flyExclusive Asset Option, the "Asset Options"). The right previously granted to flyExclusive to cause the Company to merge with and into a wholly owned subsidiary of flyExclusive has expired and is no longer in effect.

As previously disclosed, on March 6, 2026, the Company entered into a Fifth Amendment to Aircraft Management Services Agreement with flyExclusive, pursuant to which the Company sold certain unused intellectual property assets to flyExclusive for $1.3 million, payable in cash or shares of flyExclusive Class A common stock. Following that sale, $0.7 million of assets remain available to be sold to flyExclusive under the terms of the Agreement, as amended.

On August 31, 2026, the Company entered into a Sixth Amendment to Aircraft Management Services Agreement with flyExclusive (the "Amendment"). The Amendment amends and restates Section 2(a) of the Agreement to provide that the term of the Agreement expires at 5:00 p.m. Eastern Time on December 31, 2026. The Amendment does not modify the Asset Options or any other provision of the Agreement.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statement and Exhibits

Exhibit No.	Description
10.1	Sixth Amendment to Aircraft Management Services Agreement, dated as of August 31, 2026, between Volato Group, Inc. and flyExclusive, Inc.
104	Cover Page Interactive Data File (embedded within 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: September 4, 2026

Volato Group, Inc.

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

SIXTH AMENDMENT TO AIRCRAFT MANAGEMENT SERVICES AGREEMENT

THIS SIXTH AMENDMENT TO AIRCRAFT MANAGEMENT SERVICES AGREEMENT (this "**Amendment**") is entered into as of August 31, 2026, by and among flyExclusive, Inc. ("**Service Provider**") and Volato Group, Inc. (the "**Company**").

RECITALS:

A. The Company and Service Provider previously entered into that certain Aircraft Management Services Agreement dated as of September 2, 2024, as amended from time to time (the "**AMS Agreement**").

B. The Company and Service Provider now desire to enter into this Amendment to extend the term of the AMS Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, The Company and Service Provider hereby agree as follows:

1. DEFINED TERMS; RECITALS. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement (as modified hereby). All of the Recitals stated above are true and accurate and by this reference are incorporated into and made a part of the body of this Amendment.

2. AMENDMENT TO AMS AGREEMENT.

2.1 Section 2(a) of the AMS Agreement is hereby amended and restated in its entirety as follows:

"(a) Term. The term of this Agreement (the "Term") shall begin on the Effective Date and shall expire at 5:00 pm E.T. on December 31, 2026."

3. EFFECT OF AMENDMENT. Upon execution of this Amendment, all references to the AMS Agreement shall mean the AMS Agreement as amended by this Amendment.

4. PROVISIONS OF GENERAL APPLICATION.

5.1 Entire Agreement; Costs and Expenses. This Amendment expresses the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior understandings, negotiations, correspondence and agreements of the parties regarding such subject matter. Each party shall bear its own fees and cost incurred in connection with the negotiation, preparation and execution of this Amendment.

5.2 Counterparts; Facsimile, Electronic Signatures. This Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. This Amendment may be delivered by facsimile transmission, by electronic mail, or by other electronic transmission, in portable document format (.pdf), or other electronic or facsimile format, and each such executed facsimile, .pdf, or other electronic record shall be considered an original executed counterpart for purposes of this Amendment. Each party to this Amendment (a) agrees that it will be bound by its own Electronic Signature (as such term is defined immediately below), (b) accepts the Electronic Signature of each other party to this Amendment, and (c) agrees that such Electronic Signatures shall be the legal equivalent of manual signatures. The term "**Electronic Signature**" means (i) the signing party's manual signature on a signature page, converted by the signing party (or its agent) to facsimile or digital form (such as a .pdf file) and received from the customary email address or customary facsimile number of the signing party (or its counsel or representative), or other mutually agreed-upon authenticated source; or (ii) the signing party's digital signature executed using a mutually agreed-upon digital signature service provider and digital signature process. The words "execution," "executed", "signed," "signature," and words of like import in this paragraph shall, for the avoidance of doubt, be deemed to include Electronic Signatures and the use and keeping of records in electronic form, each of which shall have the same legal effect, validity and enforceability as manually executed signatures and the use of paper records and paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, state laws based on the Uniform Electronic Transactions Act, or any other similar state law.

[Signature pages to follow]

SERVICE PROVIDER: **flyExclusive, Inc.,**
a Delaware corporation

Signed by:
By: Jim Segrave
0C32A5999A63403...
Name: Jim Segrave
Title: Chief Executive Officer

[Signatures continue on the following page]

COMPANY: **Volato Group, Inc.** a Delaware Corporation

Signed by:

Matt Liotta

By: D04C55FAEF3B478...

Name: Matt Liotta

Title: Chief Executive Officer