

**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): January 19, 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 ☒ **x**

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. ☐ **o**

Item 1.01 Entry Into a Material Definitive Agreement.

Amendment

As previously disclosed, on July 28, 2025, the Company entered into an Agreement and Plan of Merger and Reorganization (the "Merger Agreement") with Volato Merger Subsidiary, Inc., a Nevada corporation and wholly-owned subsidiary of the Company ("Merger Sub"), and M2i Global, Inc., a Nevada corporation specializing in the development and execution of a complete global value supply chain for critical minerals ("M2i Global"), pursuant to which Merger Sub will merge with and into M2i Global, with M2i Global surviving the merger as a wholly-owned subsidiary of the Company (together with all other transactions contemplated by the Merger Agreement, the "M2i Global Merger"). The M2i Global Merger is subject to approval by the Company's stockholders and other customary closing conditions.

On January 19, 2026, the Company entered into Amendment No. 1 to Agreement and Plan of Merger and Reorganization (the "Amendment") with M2i Global, Inc. The Amendment modifies the End Date of the Agreement, extending the End Date (as defined in the Merger Agreement) to March 31, 2026, representing a measured and prudent

adjustment that enhances the probability of successful completion while maintaining the substantive terms and mutual protections of the original Merger Agreement. The extension reflects sound business judgment and demonstrates both parties' ongoing commitment to the strategic transaction.

No Solicitation or Offer

This communication shall neither constitute an offer to sell nor the solicitation of an offer to buy any securities, or the solicitation of any proxy, vote, consent or approval in any jurisdiction in connection with the Transactions, nor shall there be any sale of securities in any jurisdiction in which the offer, solicitation or sale would be unlawful prior to any registration or qualification under the securities laws of any such jurisdictions. This communication is restricted by law; it is not intended for distribution to, or use by any person in, any jurisdiction where such distribution or use would be contrary to local law or regulation.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
<u>10.1</u>	Amendment No. 1 to Agreement and Plan of Merger and Reorganization
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: January 20, 2026

Volato Group, Inc.

By:	<u>/s/ Mark Heinen</u>
Name:	<u>Mark Heinen</u>
Title:	<u>Chief Financial Officer</u>

AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

THIS AMENDMENT is made and entered into this 19th day of January, 2026, by and among Volato Group, Inc., a Delaware corporation (**“Volato”**), Volato Merger Subsidiary, Inc., a Nevada corporation and wholly-owned subsidiary of Volato (**“Merger Sub”**), and M2i Global, Inc., a Nevada corporation (the **“Company”**). Each of Volato, Merger Sub, and Company are referred to as a **“party”** and collectively as the **“parties.”** Defined terms that are used but not otherwise defined herein shall have the meanings set forth for such terms in that certain Agreement and Plan of Merger and Reorganization, dated as of July 28, 2025, by and among Volato, Merger Sub, and Company (the **“Agreement”**).

RECITALS

1. Volato, Merger Sub, and Company are parties to the Agreement; and
2. Volato Merger Sub, and Company desire to modify the Agreement in certain respects as described herein.

AGREEMENT

ARTICLE I

AMENDMENTS

1.1 Section 10.1(b Termination). Section 10.1(b) of the Agreement is hereby amended and restated in its entirety to read as follows:

“by either Volato or the Company if the Merger shall not have been consummated by March 31, 2026 (the “End Date”); provided, however, that the right to terminate this Agreement under this Section 10.1(b) shall not be available to the Company or Volato if such Party’s (or in the case of Volato, Merger Sub) action or failure to act has been a principal cause of the failure of the Merger to occur on or before the End Date and such action or failure to act constitutes a breach of this Agreement, provided, further, that the End Date can be extended by mutual consent of Volato and the Company;”.

ARTICLE II

MISCELLANEOUS

2.1 Effect of Amendment.

(a) Except as set forth in Article I above, nothing herein or arising in connection with or relating to any discussion regarding these matters shall constitute a waiver of any rights under the Agreement.

(b) Except as amended in Article I above, the Agreement shall remain unchanged and in full force and effect, and this Amendment shall be governed by and subject to the terms of the Agreement, as amended hereby. Unless otherwise expressly provided herein, all references in this Amendment to “Section,” “Subsection,” “Article,” “Exhibit,” shall be deemed to be references to a section, subsection, article, exhibit or annex to the Agreement. From and after the date of this Amendment, each reference in the Agreement to “this Agreement,” “hereof,” “hereunder,” or works of like import, and all references to the Agreement in any and all agreements, instruments, documents, notes, certificates and other writings of every kind of nature (other than in this Amendment or as otherwise expressly provided) shall be deemed to mean the Agreement, as amended by this Amendment, whether or not such Amendment is expressly referenced.

2.2 Modifications, Amendments and Waivers. This Amendment cannot be amended or changed nor any performance, term, or condition waived in whole or in part, except by a writing signed by the party against whom enforcement of the amendment, change or waiver is sought. No delay or failure on the part of any party in exercising

any rights hereunder, and no partial or single exercise thereof, will constitute a waiver of such rights or of any other rights hereunder.

2.3 Governing Law. This Amendment is to be construed in accordance with and governed by the laws of the State of Nevada, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the laws of Nevada to the rights and duties of the parties.

2.4 Severability. Should any one or more of the provisions of this Amendment be determined to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provisions shall be deemed severed therefrom, and the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The parties shall replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as practicable to that of the invalid, illegal or unenforceable provisions.

2.5 Counterparts. This Amendment may be executed in any number of counterparts which may be delivered by facsimile, each of which shall be deemed to be an original, but all of which counterparts shall together constitute one and the same instrument.

2.6 No Third-Party Beneficiaries. The terms and provisions of this Amendment are intended solely for the benefit of each party and their respective successors and permitted assigns, and the parties do not intend to confer third-party beneficiary rights upon any other Person.

[Signatures Follow On a Separate Page]

IN WITNESS WHEREOF, each of the parties has caused this Amendment to be executed on its behalf by their respective officers thereunto duly authorized all as of the date first written above.

VOLATO:

Volato Group, Inc.

By: /s/ Matt Liotta
Name: Matt Liotta
Title: Chief Executive Officer

VOLATO MERGER SUB:

Volato Merger Subsidiary, Inc.

By: /s/ Matt Liotta
Name: Matt Liotta
Title: President

COMPANY:

M2i Global, Inc.

By: /s/ Alberto Rosende
Name: Alberto Rosende
Title: President and Chief Executive Officer

