

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

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the Fiscal Year ended December 31, 2025

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the Transition Period From _____ to _____
Commission File Number 001-41104

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

Delaware
(State or other jurisdiction of
incorporation or organization)

4522
(Primary Standard Industrial
Classification Code Number)

86-2707040
(I.R.S. Employer
Identification Number)

1954 Airport Road, Suite 124
Chamblee, GA 30341
Telephone: 844-399-8998

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

Title of each class	Trading Symbol	Name of exchange on which registered
Class A Common stock, \$0.0001 par value per share	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.

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

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	<input type="checkbox"/>	Accelerated Filer	<input type="checkbox"/>
Non-accelerated Filer	<input checked="" type="checkbox"/>	Smaller Reporting Company	<input checked="" type="checkbox"/>
		Emerging Growth Company	<input checked="" type="checkbox"/>

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.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

As of June 30, 2025, the aggregate market value of the registrant's common stock held by non-affiliates of the registrant was \$4,627,542 based on the closing sale price as reported on the NYSE American LLC. As of March 6, 2026, there were 16,242,827 shares of common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's definitive Proxy Statement to be delivered to shareholders in connection with its 2025 Annual Meeting of Stockholders are incorporated by reference into Part III of this Annual Report on Form 10-K ("Annual Report") where indicated. Such proxy statement will be filed with the U.S. Securities and Exchange Commission within 120 days after the end of the fiscal year to which this report relates.

VOLATO GROUP, INC.
FORM 10-K
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Special Note About Forward-Looking Statements

This report includes estimates, projections, statements relating to our business plans, objectives, and expected operating results that are “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements may appear throughout this report, including the following sections: “Business” (Part I, Item 1 of this Annual Report), “Risk Factors” (Part I, Item 1A of this Annual Report), and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” (Part II, Item 7 of this Annual Report). These forward-looking statements generally are identified by the words “believe,” “project,” “expect,” “anticipate,” “estimate,” “intend,” “strategy,” “future,” “opportunity,” “plan,” “may,” “should,” “will,” “would,” “will be,” “will continue,” “will likely result,” and similar expressions or the negative of such terms. However, the absence of these words does not mean that a statement is not forward-looking. Forward-looking statements are based on current expectations and assumptions that are subject to risks and uncertainties that may cause actual results to differ materially. We describe certain risks and uncertainties that could cause actual results and events to differ materially in the sections entitled “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations.” Readers are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date they are made. We undertake no obligation to update or revise publicly any forward-looking statements, whether because of new information, future events, or otherwise.

Summary of Risk Factors

- We have a limited operating history and history of net losses, and may continue to experience net losses in the future.
- The Company may not be able to continue to operate its business if it is not successful in securing additional sources of capital and, as a result, may not be able to continue as a going concern.
- We may not be able to successfully implement our growth strategies.
- We may require substantial additional funding to finance our operations, but adequate additional financing may not be available when we need it, on commercially acceptable terms, or at all.
- Our business is dependent on third-party operators to provide flights for our customers. If third-party operators’ flights, which are required to serve a substantial portion of our business, are not available or do not perform adequately, our costs may increase and our business, financial condition, and results of operations could be adversely affected.
- Our Parslee platform depends on third-party artificial intelligence services, and our business could be adversely affected by changes in the availability, pricing, or performance of those services.
- We rely on our information technology systems to manage numerous aspects of our business. A cyber-based attack of these systems could disrupt our ability to deliver services to our customers and could lead to increased overhead costs, decreased revenues, and harm to our reputation.
- System failures, defects, errors, or vulnerabilities in our website, applications, backend systems, or other technology systems or those of third-party technology providers could harm our reputation and brand and adversely impact our business, financial condition, and results of operations.
- We rely on third parties maintaining open marketplaces to distribute our mobile and web applications and we rely on third parties to provide the software we use in certain of our products and services, including the provision of our flight management system. If these third parties interfere with the distribution of our products or services, with our use of the software, or with the interoperability of our platform with the software, our business would be adversely affected.

- If we are unable to adequately protect our intellectual property interests or are found to be infringing on the intellectual property interests of others, we may incur significant expense, and our business may be adversely affected.
- As part of our growth strategy, we may engage in future acquisitions that could disrupt our business and have an adverse impact on our financial condition.
- Because our software could be used to collect and store personal information, privacy concerns in the territories in which we operate could result in additional costs and liabilities to us or inhibit sales of our software.
- We are subject to the Telephone Consumer Protection Act and similar state laws in connection with our marketing activities, and noncompliance could result in significant financial exposure.
- Our obligations in connection with our contractual obligations, including debt financing obligations, could impair our liquidity and thereby harm our business, results of operations, and financial condition.
- Stockholders may experience dilution of their ownership interest due to the issuance of additional shares of Common Stock upon the conversion of certain convertible notes, especially since the notes have fluctuating conversion rates that are set at a discount to market prices of our shares of Common Stock during the period immediately following conversion.
- If we are unable to comply with the continued listing requirements of the NYSE American, then our Common Stock will be delisted from the NYSE American.
- If our Common Stock is delisted from the NYSE American, then we could face significant and material adverse consequences as a result and our investors will experience limitations upon their ability to effect transactions in our Common Stock.
- Issuances of our Common Stock in the future could dilute existing stockholders and adversely affect the market price of our Common Stock.
- Sales of Common Stock, or the perception of such sales, by us in the public market or otherwise, could cause the market price for our Common Stock to decline.
- Anti-takeover provisions contained in the Company's Certificate of Incorporation and applicable laws could impair a takeover attempt.
- Our Certificate of Incorporation designates specific courts as the exclusive forum for substantially all stockholder litigation matters, which could limit the ability of our Stockholders to obtain a favorable forum for disputes with us or our directors, officers or employees.
- Our management team has limited experience managing a public company.
- The requirements of being a public company may strain our resources, divert our management's attention, and affect our ability to attract and retain qualified board members.
- Because we became a publicly traded company by means other than a traditional underwritten initial public offering, our stockholders may face additional risks and uncertainties.

- If securities or industry analysts do not publish research or reports about our business, if they change their recommendations regarding our Common Stock, or if our operating results do not meet their expectations, our Common Stock price and trading volume could decline.

The JOBS Act permits “emerging growth companies” like us to take advantage of certain exemptions from various reporting requirements applicable to other public companies that are not emerging growth companies.

PART I.

ITEM 1. BUSINESS

Overview

Volato is an aviation technology company that connects travelers to private, on-demand flight access and develops proprietary software platforms for enterprise and operational applications. Historically, we generated revenue through our aircraft ownership program, a focused commercial strategy that included deposit products, charter flights, and aircraft management services. Our aviation experience led to the development of proprietary software products and applications, including “Mission Control,” “Vaunt,” and “Parslee.” Mission Control is an internal operations platform that supports the management of fractional ownership, charter, and related aviation services. Vaunt is an experiential private aviation platform that connects travelers to private, empty leg flights and is our primary revenue-generating business. During the fiscal year ended December 31, 2024, we began to generate revenue through the Vaunt platform. Additionally, Vaunt has surpassed 190,000 app downloads and completed 1,145 flights in 2025, reinforcing its role as a key growth driver for Volato. Parslee is an enterprise AI platform that deploys autonomous agents within Microsoft 365 environments to automate workflows, synthesize information across systems, and execute multi-step business processes; the platform includes optional deterministic document processing capabilities for applications requiring enhanced reliability and auditability, such as contract analysis and regulatory filings. During the third quarter of 2025, Parslee entered its first paying pilot programs with external customers. From time to time, we may also explore the potential development of other ancillary services or revenue-generating activities. With a commitment to advanced technology and customer-focused solutions, we are building scalable tools to elevate service quality and operational effectiveness in private aviation and enterprise software. Through its proposed merger with M2i Global, Inc., if consummated, Volato would expand into the critical minerals sector — leveraging its software expertise to bring greater transparency, traceability, and operational intelligence to supply chains essential for U.S. national security and advanced technologies.

Our History

We are a holding company for several wholly owned subsidiaries, including Volato, Inc., Fly Vaunt, LLC, Parslee LLC, Volato Merger Subsidiary, Inc., and Gulf Coast Aviation, LLC (f/k/a Gulf Coast Aviation Inc.). The Company’s primary operating subsidiary, Volato, Inc., was founded in January 2021. During 2021, Volato, Inc. entered the private jet charter and fractional ownership market with our Part 135 HondaJet ownership program, taking delivery of our first jet in August 2021 and completing our first Part 135 charter flight in October of 2021. In March 2022, we acquired Gulf Coast Aviation, Inc., owner of G C Aviation, Inc., a Texas entity and Part 135 air carrier certificate holder. In March 2022, we placed orders for four Gulfstream G280s for delivery in 2024 and 2025. In September 2022 we started internal development on our full suite Flight Management Software platform Mission Control, and on October 4, 2023, we announced the commercial launch of Vaunt, our proprietary consumer facing empty leg platform.

On August 1, 2023, Volato, Inc., PROOF Acquisition Corp. I (“PACI”), and a wholly owned subsidiary of PACI (“PACI Merger Sub”) entered into a Business Combination Agreement, (the “Business Combination Agreement”). Pursuant to the Business Combination Agreement, on December 1, 2023, a business combination between PACI and Volato Inc. was effected through the merger of PACI Merger Sub with and into Volato Inc., with Volato Inc. surviving the merger as a wholly-owned subsidiary of PACI (the “Business Combination”). In connection with the consummation of the Business Combination, PACI changed its name to “Volato Group, Inc.”

After thoroughly reviewing off-the-shelf flight management systems, we found that none fully met the needs of private aviation operators. Consequently, in September 2022, we committed to developing proprietary solutions that address the operational, scheduling, and customer engagement challenges unique to the private aviation sector. This decision led to the creation of our two flagship platforms: Mission Control and Vaunt.

Mission Control, our proprietary flight management system, addresses the limitations of traditional third-party solutions by leveraging real-time data, advanced automation, and a user-centric design, which collectively streamline complex workflows, improve fleet utilization, and enhance operational efficiency. Developed from the ground up, Mission Control was designed to be both scalable and adaptable to the evolving needs of the private aviation industry.

Vaunt, our customer platform, offers a subscription service for affordable private flights, giving members access to empty-leg flights while also optimizing fleet usage. Through Vaunt, we are able to reach a broader demographic of spontaneous travelers, who benefit from on-demand private travel without incurring the full costs typically associated with the sector. Since its introduction, Vaunt has quickly gained traction in the market, demonstrating strong consumer demand with over \$1.5 million in annual recurring revenue (ARR) and a growing user base.

In September 2024, we announced an agreement with flyExclusive, Inc. (“flyExclusive”), a leading provider of private jet charter services, to transition the management of our aircraft ownership program fleet operations to flyExclusive. This move brought substantial cost savings and provided Volato with the opportunity to focus on its high-growth areas, including aircraft sales and proprietary software. We continued to take delivery of new aircraft. We benefited from the margins on aircraft sales without the burden of operational costs, while also generating revenue from our proprietary software, including the Vaunt platform, our successful empty leg consumer app. In the fourth quarter of 2024, we transferred our aircraft lease agreements to flyExclusive and we have no further obligations under the aircraft lease agreements.

On October 1, 2025, the Company entered into a Fourth Amendment (the “Amendment”) to Aircraft Management Services Agreement (as amended the “Agreement”) with flyExclusive to bring the Agreement in line with Company’s anticipated shift in operations, new business directives, and to better accommodate the proposed Merger with M2i. The Amendment served to, (i) modify the term of the Agreement; (ii) grant 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”); (iii) grant 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”); (iv) obligate flyExclusive to pay the Company \$100,000 upon execution of the Amendment as settlement of net payables owed by flyExclusive to the Company under the terms of the Agreement (the “Net Payables Obligation”); and (v) modify the material terms of flyExclusive’s right to cause the Company to merge with and into a wholly owned subsidiary of flyExclusive (the “flyExclusive Merger Option”), including that the flyExclusive Merger Option is to be only exercisable in the event that the Company and M2i terminate the Merger Agreement. The purchase price for the Asset Options and the Net Payables Obligations may be paid by flyExclusive in cash or shares of flyExclusive Class A common stock, at the sole discretion of flyExclusive. flyExclusive elected to pay the Net Payables Obligation by issuing the Company 20,576 shares of Class A common stock.

As consideration for the execution of the Amendment, flyExclusive agreed to pay \$2,000,000 to the Company, in cash or shares of flyExclusive Class A common stock, in exchange for the right to receive either (i) the net proceeds that the Company receives from the sale of a certain G280 aircraft, which is expected to be delivered to the Company pursuant to an existing agreement (the “G280 Agreement”) with Gulfstream Aerospace Corporation (“Gulfstream”), or (ii) if, and only if, Gulfstream provides written consent, assignment of the G280 Agreement from the Company to flyExclusive subject to the execution of an asset purchase agreement relating solely to the transfer of the G280 Agreement. flyExclusive elected to pay all of the \$2,000,000 in shares of its Class A common stock and issued an aggregate of 411,523 shares of its Class A common stock to the Company.

On March 6, 2026, the Company signed amendment number five to the Agreement with flyExclusive, pursuant to which the Company sold certain unused intellectual property assets for \$1.3 million payable in cash or shares of flyExclusive’s Class A common stock. Such assets represent a portion of the total assets which were anticipated to be sold under one of the Asset Options as described above. Following the sale of the intellectual property assets pursuant to the fifth amendment, there is \$700,000 in remaining assets that may be sold to flyExclusive under the terms of the Agreement, as amended.

On March 20, 2025 we sold our former subsidiary, GC Aviation, Inc., which holds the FAA Part 135 certificate, for \$2.0 million, of which \$1.8 million was a note receivable.

On July 28, 2025, we entered into an Agreement and Plan of Merger and Reorganization (as amended, the “Merger Agreement”) with Volato Merger Subsidiary, Inc., a Nevada corporation and wholly-owned subsidiary of Volato (“Merger Sub”), and M2i Global, Inc., a Nevada corporation (“M2i”), pursuant to which Merger Sub will merge with and into M2i, with M2i surviving the merger as a wholly-owned subsidiary of Volato (together with all other transactions contemplated by the Merger Agreement, the “Merger”). The Merger is subject to approval by each company’s stockholders and other customary closing conditions. Upon consummation of the Merger, it is currently expected that M2i’s stockholders will own approximately 85% of the combined company.

In September 2025, we launched Parslee, an enterprise AI based software platform for Microsoft 365 that combines document intelligence with autonomous workflow agents and entered our first paying pilot programs with external customers.

The private aviation industry, historically under-innovated, faces challenges in asset utilization, operational complexity, and customer service. Volato's software offerings are built to address these challenges directly, establishing Volato as a knowledgeable innovator in aviation software. Our approach positions us to meet increasing demand for streamlined, scalable, and customer-centric solutions, setting a new standard in private aviation technology and unlocking additional value across the sector.

Mission Control: Addressing Operational Challenges in Private Aviation

The private aviation industry faces unique operational challenges, particularly for Part 135 operators who must manage complex scheduling, crew assignments, and customer engagement processes while ensuring regulatory compliance. Traditional third-party software solutions in the market have proven inadequate for meeting these specific needs, often requiring significant customization or workarounds that add complexity and inefficiency.

Mission Control, a cloud-based software, was developed by Volato as a direct response to these challenges, experienced firsthand as a flight operator. Our proprietary, cloud-based software provides a robust, API-first solution for Part 135 operators, streamlining critical functions across flight scheduling, customer relationship management (CRM), crew management, and more. Mission Control not only addresses operational needs but also enhances data transparency and customer engagement, positioning Volato as an innovative leader in aviation technology.

Mission Control Key Modules

Mission Control centralizes and automates a wide range of workflows, allowing operators to reduce operational overhead and improve service quality. The platform is organized into several key modules:

1. **Flight Scheduling and Optimization:** Mission Control allows operators to manage and adjust schedules in real-time. The system's Fast Feasibility and Disruption Cost modules enable rapid adjustments for unexpected changes, such as Aircraft on Ground (AOG) situations, with options for both optimized packing and maximum resilience in case of recovery needs.

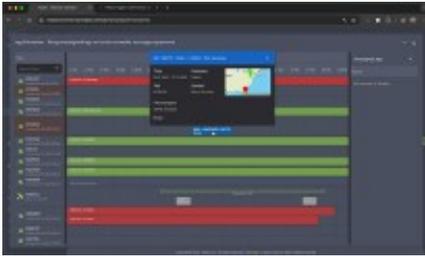
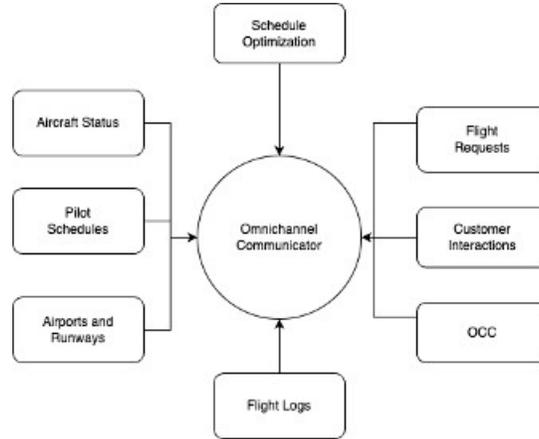


Figure: Mission Control Flight Scheduling results output Figure: Mission Control Flight Optimization

2. **Integrated Crew Management:** Mission Control offers tools to manage crew assignments, duty logs, scheduling, and compliance. The platform tracks pilot qualifications, duty times, and crew preferences, making it easy for operators to ensure that the right personnel are assigned to each flight. The Crew App supports pilots in logging trips, submitting duty data, and receiving updated itineraries, all from a mobile interface.
3. **Omnichannel Communications:** Mission Control's omnichannel communication system consolidates customer interactions across email, SMS, in-app messaging, automated calls, and recorded calls. Each flight is assigned a unique service ticket, consolidating and tracking all relevant communication for easy access by team members. This feature enhances service consistency, reduces response times, and improves the overall customer experience.



4. Real-Time Analytics and Dashboards: Mission Control provides operators with comprehensive KPI and daily dashboards that offer real-time insights into key operational metrics. Mission Control offers operators real-time dashboards with insights into key metrics, from fleet performance to customer satisfaction. These dashboards enable data-driven decision-making at every level of the organization. Aggregate Net Promoter Score (NPS) results, gathered post-flight, are visible to the entire team, fostering a culture of continuous improvement.

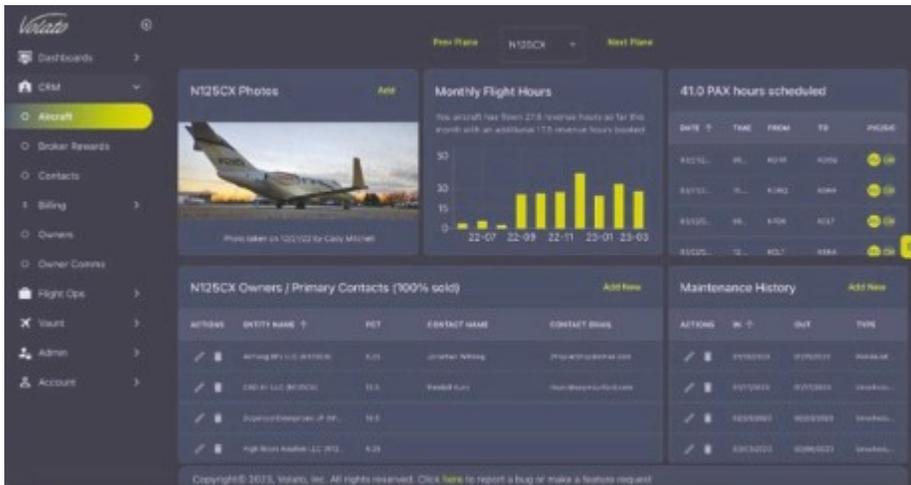


Figure: Mission Control Aircraft Dashboard

5. Sales and Customer Engagement Tools: Mission Control includes built-in CRM tools for managing customer contacts, owner programs, and referral incentives. Through features like JetQuote and Pocket Sales Calculator, operators can provide instant quotes, generate contracts, and capture e-signatures. This suite of tools enables operators to deliver streamlined sales and service processes, enhancing customer engagement and conversion rates.

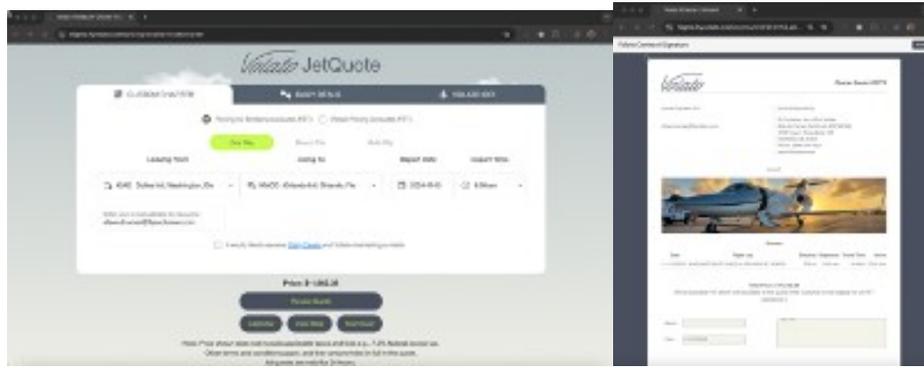


Figure: Our proprietary instant-pricing system and e-signature platform reduces overhead while providing customers with improved service.

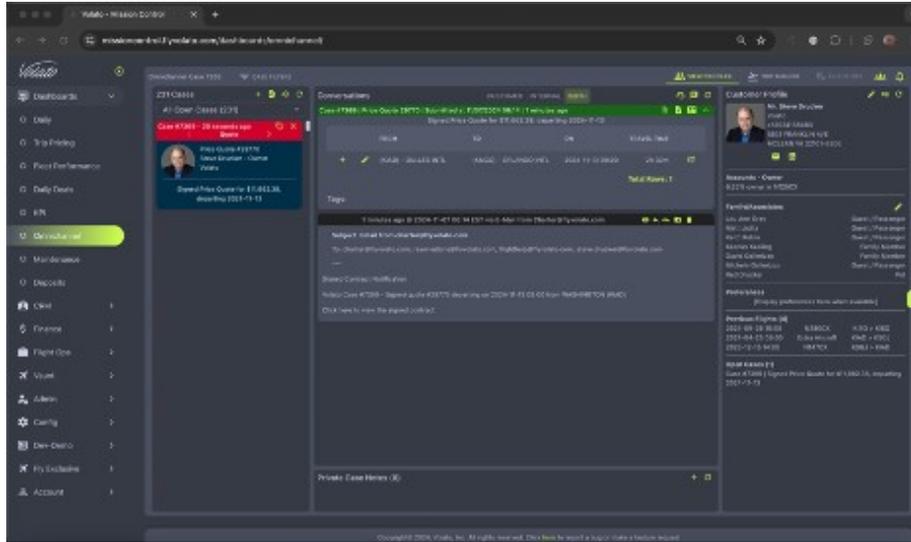


Figure: Signed contracts are assigned a service ticket and moved into the Omnichannel client communications module where all customer and intra-company interactions pertaining to the trip are recorded and accessible from one place.

6. **Third-Party Integrations:** To further enhance operational efficiency, Mission Control integrates seamlessly with industry-standard platforms, such as Schedaroo, ForeFlight, FuelerLinx, and QuickBooks, as well as general-purpose tools like Microsoft Teams. These integrations ensure real-time data synchronization across systems, enabling operators to manage tasks and data from a single interface.

Mission Control Commercialization Strategy

With flyExclusive, a top Part 135 operator onboarded as the first third-party user, Mission Control has launched as a commercial solution for other operators. Our goal is to address widespread gaps in the aviation software market, offering a platform tailored to the unique requirements of Part 135 operators while leveraging our proven, scalable solution.

Mission Control is designed for Part 135 operators, of all sizes. Ideal customers are operators seeking to enhance operational efficiency, improve customer satisfaction, and reduce costs associated with scheduling, crew management, and customer communications. Mission Control directly addresses industry-specific needs with an integrated, customizable solution, positioning it as a strong alternative to standard aviation software.

Volato's flexible subscription model allows operators to benefit from enhanced customer engagement, operational tools, and data transparency. By enabling third-party operators to leverage this platform, Volato aims to set a new standard in private aviation software, increasing the availability of optimized operational solutions across the industry.

Vaunt Platform

Empty Leg Industry Background

The private aviation industry produces a large number of empty leg repositioning flights, with empty leg percentages for floating fleet operators typically ranging between 30-40% of all flight activity. This represents significant inefficiency and lost revenue opportunities.

Operators have traditionally tried to sell these empty legs. However, successfully marketing these flights to traditional private aviation customers has been challenging, as they prioritize the flexibility of flying on their own schedules, rather than flying at a discount on pre-set routes and times generated from someone else's flight schedule.

Vaunt: Realizing Revenue and Expanding Access

We believe that an opportunity exists to match empty legs with a different customer segment under a different business model, by marketing them to a different segment of customers who private aviation has traditionally ignored. Vaunt addresses this inefficiency by providing a platform that attracts a broader, under-targeted market segment, presenting affordable access to private aviation while helping operators capitalize on idle inventory.

How Vaunt Works

Vaunt is intended to make it easy and affordable through a proprietary platform and mobile apps for spontaneous and frequent travelers to have a chance to fly private while addressing this empty-leg issue. Vaunt members pay an annual membership fee and have access to the listed flights, at no additional cost to fly.

Vaunt aggregates empty leg flights from Part 135 operators and lists this flight inventory typically 2-5 days before the scheduled flight departure in its Apple iOS and Android mobile apps. Users who have downloaded the app are able to review these flights. Vaunt's paid members can join the waitlist for flights, if they are placed first on the waitlist when the flight closes they are offered the flight, if they decline, the flight is offered to the next inline member. Members secure the entire aircraft on their flights, allowing them to bring other passengers and pets at no additional cost, providing an experience that mirrors private aviation exclusivity.

Vaunt uses a proprietary algorithm to determine waitlist priority, calculated using several variables, including but not limited to referrals, prior flight no-shows, and the length of time since your last Vaunt flight.

As part of an annual Vaunt Membership members can purchase one "Priority Upgrade" per subscription cycle. A Priority Upgrade allows you to jump to the top of the waitlist and secure the #1 position, guaranteeing the member top spot for the flight. If two members wish to use their Priority Upgrade on the same flight, the first member to purchase and use theirs has the priority.

Vaunt Expansion Strategy

To further expand its platform and fleet offerings, Vaunt seeks to onboard additional Part 135 operators to the Vaunt platform enabling them to gain value and monetize the sunk costs associated with empty leg flights. Vaunt provides these operators with access to its established customer base and technology, offering a revenue-sharing subscription model as an incentive to list their flight inventory on Vaunt's platform.

Through these operator relationships, Vaunt aims to grow its inventory, deliver greater flight variety and availability for members, and further establish itself as the leading platform for affordable private aviation access.

Parslee

Parslee is an enterprise AI platform. The platform's offerings include Parslee Core, an LLM-based product featuring Parslee's orchestration-layer Knowledge Base, which provides customer-specific context to large language models, with Microsoft 365 integrations for calendar and email. The platform also includes domain-specific AI Employees, LLM-enabled agents which execute workflows and manage multi-step business processes within Microsoft 365 enterprise environments. Organizational Document Intelligence, a structured deterministic preprocessing layer for complex documents such as contracts and regulatory filings, is available as an optional platform enhancement. All current Parslee products are in beta. Parslee entered its first paying pilot programs with external customers in the third quarter of 2025.

Key features of Parslee include:

- Parslee Core – LLM-based product with Knowledge Base context layer and Microsoft 365 calendar and email integration.
- AI Employees – domain-specific task capabilities, autonomous execution of approved workflows, and multi-step process management within enterprise environments.
- Knowledge Base – per-customer contextual data layer for large language models, managed within Parslee's orchestration layer.
- Enterprise Integration – supports Microsoft 365 including SharePoint, OneDrive, Outlook, Teams, and Microsoft applications such as Word, Excel, and Planner.
- Organizational Document Intelligence (optional) – structured preprocessing of complex documents for use with large language models, with tracking of result origins for compliance purposes.

Privacy and Data Protection

Compliance with laws governing the collection, use, transfer, security, storage, destruction, and other processing of personally identifiable information and other data relating to individuals is important for our business. As our technology platform is an integral part of our operations, adherence to federal, state, local, municipal, and foreign laws and regulations, as well as industry standards, is necessary to enhance the user experience of our mobile application and marketing site relevant to our business.

We receive, collect, store, process, transmit, share, and use personal information, and other customer data, including health information. We also rely on third parties to manage certain aspects of these operations and to receive, collect, store, process, transmit, share, and use such personal information, including payment information. The collection, storage, processing, sharing, use, retention, and security of this information are governed by various laws and regulations.

Certain of our products, including Parslee, transmit customer data to third-party large language model providers for processing. We rely on contractual and technical safeguards to protect customer data in connection with these services, and we select providers whose data handling practices are consistent with applicable privacy requirements. However, our ability to protect such data is dependent in part on the practices and policies of these third-party providers.

The California Consumer Privacy Act (“CCPA”) establishes a privacy framework for covered businesses regarding data privacy rights for California residents. Compliance with the CCPA is necessary for businesses to provide certain disclosures to California residents, respond to their requests for disclosures regarding their personal information, and offer them the right to opt out of sales of personal information. The CCPA also provides for severe statutory damages for noncompliance and private rights of action for certain breaches of personal information resulting from a covered business's failure to implement reasonable security procedures and practices. Furthermore, the California Privacy Rights Act, which took effect on January 1, 2023, expands California residents' rights under the CCPA.

Given that we collect personal information from California residents through the air transportation services we have offered in California in the past and direct marketing to California residents for those services, as well as our plans to offer future services in California, we believe that we are subject to compliance with California's privacy laws.

Employees

Our employees are central to our and our customers' success. As of March 3, 2026, we have 13 full time employees and no part-time employees. All full-time employees are located within the United States and fulfill a range of roles in corporate functions.

To date, we have not experienced any work stoppages. Furthermore, none of our employees are currently represented by a labor organization or subject to collective bargaining agreements. Our human capital objectives include, as applicable, identifying, recruiting, retaining, incentivizing and integrating our existing and new employees. The principal purposes of our incentive plans are to attract, retain and motivate selected employees and consultants through the granting of stock-based compensation awards.

Facilities

We are a remote-first company, founded during the COVID-19 crisis. All our facilities are located on land that is leased from third parties. We believe that these facilities meet our current and future anticipated needs.

Intellectual Property

Safeguarding our proprietary technology and other intellectual property is important for our business. We employ a combination of strategies, including trademarks, contractual commitments and security procedures to protect our intellectual property. We require our employees and relevant consultants to sign confidentiality agreements and certain third parties to sign nondisclosure agreements. We routinely evaluate our technology development initiatives and branding strategy to identify potential new intellectual property. We have U.S. trademarks for "Volato" and "Vaunt" word marks and the Dragonfly design mark. We have a pending U.S. trademark application for the "Parslee" word mark.

Presently, we own the Internet domains "flyvolato.com", "flyvaunt.com", and "Parslee.ai". The regulation of domain names in the United States is subject to change, and regulatory authorities may create additional top-level domains, appoint additional domain name registrars, or change the prerequisites for holding domain names. As a result, we may not be able to acquire or maintain all domain names that incorporate the name "Volato", "Vaunt" or "Parslee" or are otherwise relevant to or descriptive of our business.

Although software can be protected by copyright law, we have chosen to rely primarily on trade secret law to protect our proprietary software and have chosen not to register any copyrights in these works. In the United States, copyright law requires registration to bring a claim for infringement and to obtain certain types of remedies. However, even if we decide to register a copyright in our software to bring an infringement action, the remedies and damages available to us for unauthorized use of our software may be limited.

It is important to note that intellectual property laws, contractual commitments, and security procedures provide only limited protection, and our intellectual property rights may be challenged, invalidated, circumvented, infringed upon, or misappropriated. Furthermore, trade secrets, know-how, and other proprietary materials may be independently developed by our competitors or revealed to the public or our competitors, and may no longer provide protection for the related intellectual property.

Additionally, intellectual property laws vary from country to country, and we have not sought trademark registrations in every foreign jurisdiction in which we have or may operate. As a result, we may be unable to protect certain aspects of our brands or other intellectual property in other jurisdictions.

Legal Proceedings

From time to time we are a party to various litigation matters incidental to the conduct of our business. We are not presently party to any legal proceedings the resolution of which we believe would have a material adverse effect on our business, prospects, financial condition, liquidity, results of operation, cash flows or capital levels.

AVAILABLE INFORMATION

Our Internet address is www.flyvolato.com. At our Investor Relations website, www.ir.flyvolato.com, we make available free of charge a variety of information for investors. The information on our websites is not, and shall not be deemed to be, part of this Annual Report or incorporated into any other filings we make with the SEC, except as expressly set forth by specific reference in any such filings. All website addresses in this Annual Report are intended to be inactive textual references only.

Our goal is to maintain the Investor Relations website as a portal through which investors can easily find or navigate to pertinent information about us, including:

- Our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and any amendments to those reports, as soon as reasonably practicable after we electronically file that material with or furnish it to the Securities and Exchange Commission (“SEC”) at www.sec.gov.
- Information on our business strategies, financial results, and metrics for investors.
- Announcements of investor conferences, speeches, and events at which our executives talk about our product, service, and competitive strategies. Archives of these events are also available.
- Press releases on quarterly earnings, product and service announcements, legal developments, and international news.
- Corporate governance information including our governance guidelines, committee charters, codes of conduct and ethics, and other governance-related policies.
- Other news and announcements that we may post from time to time that investors might find useful or interesting.
- Opportunities to sign up for email alerts to have information pushed in real time.

In addition to our website, the public may read or copy any document we file with the SEC at the SEC’s website, www.sec.gov (File No. 001-41104). The information found on our websites is not part of, or incorporated by reference into, this or any other report we file with, or furnish to, the SEC. In addition to these channels, we use social media to communicate to the public. It is possible that the information we post on social media could be deemed to be material to investors. We encourage investors, the media, and others interested in Volato to review the information we post on the social media channels listed on our Investor Relations website.

ITEM 1A. RISK FACTORS

Unless the context otherwise requires, all references in this subsection to “we” and “our” refers to the business of Volato Group and our consolidated subsidiaries. The occurrence of one or more of the events or circumstances described in these risk factors, alone or in combination with other events or circumstances, may have a material adverse effect on the business, financial condition, results of operations, cash flows and future prospects of Volato, in which event the market price of the Common Stock of Volato Group could decline, and you could lose part or all of your investment.

Risks Related to Our Limited Operating History, Business and Industry

We have a limited operating history and history of net losses, and may continue to experience net losses in the future.

You should consider our business and prospects in light of the risks, expenses, and difficulties encountered by companies in their early stage of development. We launched our business through Volato, Inc. on January 7, 2021. Accordingly, we have limited operating history upon which to base an evaluation of our business and prospects. The Company’s current and proposed operations are subject to all business risks associated with newer enterprises. These include likely fluctuations in operating results as the Company reacts to developments in its markets, difficulty in managing its growth and the entry of competitors into the market.

We have experienced significant net losses since our inception and, given our limited operating history, we may experience continuing net losses for the foreseeable future and may never become profitable (as determined by U.S. Generally Accepted Accounting Principles (“GAAP”) or otherwise). We may not accurately anticipate how quickly we might use our funds and whether such funds are sufficient to bring the business to profitability and pay our liabilities. Even if we achieve profitability, we cannot be certain that we will be able to sustain or increase profitability. To achieve and sustain profitability, we must accomplish numerous objectives, including broadening and stabilizing our sources of revenue and increasing the number of customers that utilize our services. Accomplishing these objectives may require significant capital investments. We cannot assure you that we will be able to achieve these objectives.

The Company may not be able to continue to operate its business if it is not successful in securing additional sources of capital and, as a result, may not be able to continue as a going concern.

The Company is dependent on funds from its operations, proceeds from its financing arrangements and additional fundraising in order to sustain its ongoing operations. The Company has suffered recurring losses from operations and has a significant accumulated deficit. As a result of these recurring losses from operations, negative cash flows from operating activities and the need for additional capital there is substantial doubt of the Company’s ability to continue as a going concern. Therefore, our independent registered public accounting firm included an explanatory paragraph expressing substantial doubt about the Company’s ability to continue as a going concern in its report on the Company’s audited financial statements for the year ended December 31, 2025. The financial statements have been prepared in accordance with GAAP, which contemplate that the Company will continue to operate as a going concern. The Company’s financial statements do not contain any adjustments that might result if it is unable to continue as a going concern. There are no assurances that management will be able to raise capital on terms acceptable to the Company. If the Company is unable to obtain sufficient amounts of additional capital, the Company may be required to reduce the near-term scope of its planned development and operations, which could delay implementation of the Company’s business plan and harm its business, financial condition and operating results. In such circumstances, the Company may have to significantly reduce its operations or delay, scale back or discontinue the development of one or more of its products, seek alternative financing arrangements, declare bankruptcy or terminate its operations entirely.

We may not be able to successfully implement our growth strategies.

Our growth strategies include, among other things, attracting new customers and retaining existing customers, expanding our addressable market by opening up private aviation to customers that have not historically used private aviation services, expanding into new markets and developing adjacent businesses. We face numerous challenges in implementing our growth strategies, including our ability to execute on market, business, product/service and geographic expansions. For example, our continued growth could increase the strain on our resources, and we could experience operating difficulties, including difficulties in hiring, training, and managing an increasing number of employees. These difficulties may result in the erosion of our brand image, divert the attention of our management and key employees, and impact our financial and operational results.

Our strategies for growth are dependent on, among other things, our ability to expand existing products and services and launch new products and services. Although we may devote significant financial and other resources to the expansion of our products and service offerings, our efforts may not be commercially successful or achieve the desired results. Our financial results and our ability to maintain or improve our competitive position will depend on our ability to effectively gauge the direction of our key marketplaces and successfully identify, develop, market, and sell new or improved products and services in these changing marketplaces. Our inability to successfully implement our growth strategies could have a material adverse effect on our business, financial condition, and results of operations and any assumptions underlying estimates of expected cost savings or expected revenues may be inaccurate.

Our growth also depends in part on our ability to successfully enter new markets and offer new services and products. Significant changes to our existing geographic coverage or the introduction of new and unproven markets may require us to obtain and maintain applicable permits, authorizations, or other regulatory approvals. Developing and launching new or expanded locations involves significant risks and uncertainties, including risks related to the reception of such locations by existing and potential future customers, increases in operational complexity, unanticipated delays or challenges in implementing such new locations or enhancements, increased strain on our operational and internal resources (including an impairment of our ability to accurately forecast customer demand), and negative publicity in the event such new or enhanced locations are perceived to be unsuccessful. Significant new initiatives may result in operational challenges affecting our business. In addition, developing and launching new or expanded service offerings may involve significant upfront investment, such as additional marketing and such expenditures may not generate a return on investment. Any of the foregoing risks and challenges could negatively impact our ability to attract and retain customers. If these new or expanded service offerings are unsuccessful or fail to attract a sufficient number of customers to be profitable, our business, financial condition, and results of operations could be adversely affected.

We are exposed to the risk of a decrease in demand for private aviation services.

Our business is concentrated on private aviation services, which are vulnerable to changes in consumer preferences, discretionary spending, and other market changes impacting luxury goods and discretionary purchases. In addition, demand for private aviation services may be significantly and adversely impacted by factors affecting air travel generally, such as adverse weather changes, the occurrence of geopolitical events such as war, such as the current conflicts in Ukraine, terrorism, civil unrest, political instability, market volatility, environmental or climatic factors, natural disaster, pandemic or epidemic outbreak, public health crisis and general economic conditions. The global economy has in the past, and may in the future, experience recessionary periods and periods of economic instability such as the business disruption and related financial impact resulting from the global COVID-19 health crisis. During such periods, our current and future users may choose not to make discretionary purchases or may reduce overall spending on discretionary purchases. These changes could result in reduced consumer demand for air transportation, including our private aviation services, or could shift demand from our private aviation services to other methods of air or ground transportation for which we do not offer a competing service.

Any of these factors that cause the demand for private aviation services to decline may also result in delays that could reduce the attractiveness of private air charter travel versus other means of transportation, particularly for shorter distance travel. Delays could frustrate passengers, affecting our reputation and potentially reducing demand for our services as a result of flight cancellations and increased costs. We may also experience decreased demand, as well as a loss of reputation, in the event of an accident involving an aircraft booked through our platform or any actual or alleged misuse of our platform or aircraft booked through our platform by customers in violation of law. Any of the foregoing circumstances or events which reduced the demand for private jet charters could negatively impact the Company's ability to establish its business and achieve profitability. If we are unable to generate demand or there is a future shift in consumer spending away from private aviation services, our business, financial condition, and results of operations could be adversely affected.

We may require substantial additional funding to finance our operations, but adequate additional financing may not be available when we need it, on commercially acceptable terms, or at all.

Our operations are capital intensive, and we require sufficient liquidity levels for our operations and strategic growth plans. We have financed our operations and capital expenditures primarily through private financing rounds credit agreements, convertible debt, and through financing of aircraft pre-delivery payment obligations. In the future, we expect to need to raise additional capital through public or private financing or other arrangements. This financing may not be available on acceptable terms, or at all, and our failure to raise capital when needed could harm our business. Numerous factors may affect our ability to obtain financing or access the capital markets in the future on terms attractive to us, including our liquidity, operating cash flows, and the timing of capital requirements, credit status and any credit ratings assigned to us, market conditions in the private aviation industry, U.S. and global economic conditions, and conditions in the capital markets generally, and the availability of our assets as collateral for future financings. We may sell equity securities or debt securities in one or more transactions at prices and in a manner as we may determine from time to time. If we sell any such securities in subsequent transactions, our current investors may be materially diluted. Any debt financing, if available, may involve restrictive covenants and could reduce our operational flexibility or profitability. If we cannot raise funds on commercially acceptable terms, we may not be able to grow our business or respond to competitive pressures and our business, results of operations, and financial condition could be materially adversely affected.

The loss of key personnel upon whom we depend on to operate our business or the inability to attract additional qualified personnel could adversely affect our business.

We believe that our future success will depend in large part on our ability to retain or attract highly qualified management, and technical and other personnel. We may not be successful in retaining key personnel or in attracting other highly qualified personnel. Any inability to retain or attract significant numbers of qualified management and other personnel would have a material adverse effect on our business, results of operations, and financial condition.

Federal, state, and local tax rules can adversely impact our results of operations and financial position.

We are subject to federal, state, and local taxes in the United States. Significant judgment is required in sourcing revenue among various jurisdictions, and in determining the provision for income taxes. We believe our income tax estimates are reasonable, but such estimates assume no changes in current tax rates. In addition, if the Internal Revenue Service or other taxing authority disagrees with a tax position we have taken, as to sourcing, tax rates, or otherwise, and upon final adjudication, we are required to change our position, we could incur additional tax liability, including interest and penalties. These costs and expenses could have a material adverse impact on our financial condition, results of operations, and cash flows. Additionally, the taxability of our offerings is subject to various interpretations within the taxing jurisdictions in which we operate. Consequently, in the ordinary course of business, a jurisdiction may contest our reporting positions with respect to the application of our tax code to our offerings. A conflicting position taken by a state or local taxation authority on the taxability of our offerings could result in additional tax liabilities and could negatively impact our competitive position in that jurisdiction. If we fail to comply with applicable tax laws and regulations, we could suffer civil or criminal penalties in addition to the delinquent tax assessment. To the extent our offerings are or may be determined to be taxable in a given jurisdiction, the jurisdiction may still increase the tax rate assessed on such offerings. The property and gross receipts taxation of a mobile asset business such as aviation also varies widely among U.S. jurisdictions. The Company seeks to directly or indirectly pass-through such taxes to our customers. In the event we are not able to pass-through any such taxes, our results of operations, financial condition, and cash flows could be adversely impacted.

For example, several tax proposals have been set forth that would, if enacted, make significant changes to U.S. tax laws. Congress may consider, and could include some or all of these proposals in connection with tax reform that may be undertaken. It is unclear whether these or similar changes will be enacted and, if enacted, how soon any such changes could take effect. The passage of any legislation as a result of these proposals and other similar changes in U.S. federal income tax laws could adversely affect the Company's business and future profitability.

The Company may seek to expand its business operations, including to jurisdictions in which tax laws may not be favorable, its obligations may change or fluctuate, become significantly more complex or become subject to greater risk of examination by taxing authorities, any of which could adversely affect the Company's after-tax profitability and financial results.

In the event that the Company's business expands domestically or internationally, its effective tax rates may fluctuate widely in the future. Future effective tax rates could be affected by operating losses in jurisdictions where no tax benefit can be recorded under GAAP, changes in deferred tax assets and liabilities, or changes in tax laws. Factors that could materially affect the Company's future effective tax rates include, but are not limited to: (a) changes in tax laws or the regulatory environment, (b) changes in accounting and tax standards or practices, (c) changes in the composition of operating income by tax jurisdiction, and (d) pre-tax operating results of the Company's business.

Additionally, the Company may be subject to significant income, withholding, and other tax obligations in the United States and may become subject to taxation in numerous additional U.S. state and local and non-U.S. jurisdictions with respect to income, operations and subsidiaries related to those jurisdictions. The Company's after-tax profitability and financial results could be subject to volatility or be affected by numerous factors, including (a) the availability of tax deductions, credits, exemptions, refunds and other benefits to reduce tax liabilities, (b) changes in the valuation of deferred tax assets and liabilities, if any, (c) the expected timing and amount of the release of any tax valuation allowances, (d) the tax treatment of stock-based compensation, (e) changes in the relative amount of earnings subject to tax in the various jurisdictions, (f) the potential business expansion into, or otherwise becoming subject to tax in, additional jurisdictions, (g) changes to existing intercompany structure (and any costs related thereto) and business operations, (h) the extent of intercompany transactions and the extent to which taxing authorities in relevant jurisdictions respect those intercompany transactions, and (i) the ability to structure business operations in an efficient and competitive manner. Outcomes from audits or examinations by taxing authorities could have an adverse effect on the Company's after-tax profitability and financial condition. Additionally, the Internal Revenue Service and several foreign tax authorities have increasingly focused attention on intercompany transfer pricing with respect to sales of products and services and the use of intangibles. Tax authorities could disagree with the Company's intercompany charges, cross-jurisdictional transfer pricing or other matters and assess additional taxes. If the Company does not prevail in any such disagreements, the Company's profitability may be affected.

The Company's after-tax profitability and financial results may also be adversely affected by changes in relevant tax laws and tax rates, treaties, regulations, administrative practices and principles, judicial decisions and interpretations thereof, in each case, possibly with retroactive effect.

The Company's ability to utilize its net operating loss and tax credit carryforwards to offset future taxable income may be subject to certain limitations.

In general, under Section 382 of the Internal Revenue Code of 1986, as amended (the "IRC"), a corporation that undergoes an "ownership change" is subject to limitations on its ability to use its pre-change net operating loss carryforwards ("NOLs") to offset future taxable income. The limitations apply if a corporation undergoes an "ownership change," which is generally defined as a greater than 50 percentage point change (by value) in its equity ownership by certain stockholders over a three-year period. If the Company has experienced an ownership change at any time since its incorporation, the Company may be subject to limitations on its ability to utilize its existing NOLs and other tax attributes to offset taxable income or tax liability. In addition, future changes in the Company's stock ownership, which may be outside of the Company's control, may trigger an ownership change. Similar provisions of state tax law may also apply to limit the Company's use of accumulated state tax attributes. As a result, even if the Company earns net taxable income in the future, its ability to use its pre-change NOL carryforwards and other tax attributes to offset such taxable income or tax liability may be subject to limitations, which could potentially result in increased future income tax liability to the Company.

Our aviation business is dependent on third-party operators to provide flights for our customers. If third-party operators' flights, which are required to serve a substantial portion of our business, are not available or do not perform adequately, our costs may increase and our business, financial condition, and results of operations could be adversely affected.

We rely on flyExclusive as a third-party operator to provide flights for our Vaunt product. As such, we are subject to the risk of disruptions to their operations, which has in the past and may in the future result from many of the same risk factors disclosed in this Annual Report, such as the impact of adverse economic conditions and the inability of third parties to hire or retain skilled personnel, including pilots and mechanics. We expect that as competition in the private aviation market grows, the use of exclusive contractual arrangements with third-party aircraft operators, sometimes requiring volume guarantees and prepayments or deposits, may increase. This may require us to purchase or lease additional aircraft that may not be available or require us to incur significant capital or operating expenditures.

If our efforts to continue to build our strong brand identity and achieve high customer satisfaction and loyalty are not successful, we may not be able to attract or retain customers, and our operating results may be adversely affected.

Maintaining a good reputation globally is important to our business. We must continue to build and maintain a strong brand identity for our products and services, which have expanded over time. We believe that a strong brand identity will continue to be important in attracting customers. If our efforts to promote and maintain our brand are not successful, our operating results and our ability to attract customers will be adversely affected. From time to time, our customers may express dissatisfaction with our products and services, in part due to factors that could be outside of our control, such as the timing and availability of aircraft and service interruptions driven by prevailing political, regulatory, or natural conditions. To the extent dissatisfaction with our products and services is widespread or not adequately addressed, our brand may be adversely impacted, and our ability to attract and retain customers may be adversely affected. With respect to our planned expansion into additional markets, we will also need to establish our brand, and to the extent it is not successful, our business in new markets would be adversely impacted.

Through our marketing, advertising, and communications with our customers, we set the tone for the brand as aspirational but also within reach. We strive to create high levels of customer satisfaction through the experience provided by our team and representatives. The ease and reliability of our services, including our ability to provide high-quality customer support, helps us attract and retain customers. Our ability to provide effective and timely support is largely dependent on our ability to attract and retain skilled employees who can support our customers and are sufficiently knowledgeable about our product and services. As we continue to grow our business and improve our platform, we will face challenges related to providing quality support at an increased scale. Any failure to provide efficient customer support, or a market perception that we do not maintain high-quality support, could adversely affect our reputation, brand, business, financial condition, and results of operations.

Our reputation or brand image also could be adversely impacted by, among other things, any failure to maintain high ethical, social, and environmental sustainability practices for all of our operations and activities, our impact on the environment, public pressure from investors or policy groups to change our policies, such as movements to institute a "living wage," customer perceptions of our advertising campaigns, sponsorship arrangements or marketing programs, customer perceptions of our use of social media, or customer perceptions of statements made by us, our employees and executives, agents or other third parties. We operate in a highly visible industry that has significant exposure to social media. Negative publicity, including as a result of misconduct by our customers, vendors, or employees, can spread rapidly through social media. Should we not respond in a timely and appropriate manner to address negative publicity, our brand and reputation may be significantly harmed. Damage to our reputation or brand image or loss of customer confidence in our services could adversely affect our business and financial results as well as require additional resources to rebuild or repair our reputation.

A delay or failure to identify and devise, invest in, and implement certain important technology, business, and other initiatives could have a material impact on our business, financial condition and results of operations.

Our business is characterized by changing technology, introductions and enhancements of models of aircraft and services, and shifting customer demands, including technology preferences. Our future growth and financial performance will depend in part upon our ability to develop, market, and integrate new services and to accommodate the latest technological advances and customer preferences. In addition, the introduction of new technologies or services that compete with our products and services could result in our revenues decreasing over time. If we are unable to upgrade our operations or fleet with the latest technological advances in a timely manner, or at all, our business, financial condition, and results of operations could suffer.

Our Parslee platform depends on third-party artificial intelligence services, and our business could be adversely affected by changes in the availability, pricing, or performance of those services.

Our Parslee platform relies on large language model APIs provided by third-party vendors, including Microsoft Azure OpenAI, to deliver its core functionality. We do not develop or operate our own large language models. As a result, our ability to deliver Parslee's products and services is dependent on the continued availability, reliability, and performance of these third-party services on commercially reasonable terms. These vendors may change their pricing, modify or discontinue their APIs, impose usage restrictions, degrade service quality, or experience outages, any of which could disrupt Parslee's functionality, increase our operating costs, or require us to identify and integrate alternative providers, which we may be unable to do in a timely manner or at all.

All customer data requiring LLM operations through Parslee is transmitted to these third-party large language model providers. Although we rely on contractual and technical safeguards to protect customer data, a security incident, data breach, or unauthorized use of customer data by a third-party provider could expose us to regulatory action, litigation, reputational harm, and loss of customer confidence. We do not control the data handling practices of these third-party providers, and their practices may change in ways that are inconsistent with our contractual commitments to our customers or with applicable law.

Large language models may generate inaccurate, incomplete, or misleading outputs. Parslee is designed for use in enterprise environments involving complex documents such as contracts and regulatory filings, where accuracy is important. If a customer relies on Parslee's output and that output contains errors attributable to the underlying language model, we could face claims of liability, loss of customers, or damage to our reputation, regardless of whether the error originated with our platform or the third-party model.

The regulatory landscape governing artificial intelligence is evolving rapidly at the federal, state, and international levels. A number of jurisdictions have enacted or proposed legislation addressing AI use in commercial settings, including requirements related to transparency, automated decision-making, data governance, and the use of personal information in AI systems. As our AI-related product offerings develop, we may become subject to additional or changing regulatory requirements. The costs of compliance, or our failure to comply, could have a material effect on our business, financial condition, and results of operations.

Parslee is in an early stage of commercial development, with all current products in beta. Parslee entered its first paying pilot programs in the third quarter of 2025. There is no assurance that Parslee will achieve broader commercial adoption or generate material revenue. Our ability to grow Parslee's business will depend on, among other things, our ability to retain and expand customer relationships, maintain reliable access to third-party AI services, and adapt to a rapidly changing competitive and regulatory environment.

We rely on our information technology systems to manage numerous aspects of our business. A cyber-based attack of these systems could disrupt our ability to deliver services to our customers and could lead to increased overhead costs, decreased revenues, and harm to our reputation.

We rely on information technology networks and systems to operate and manage our business. Our information technology networks and systems process, transmit, and store personal and financial information, and proprietary information of our business, and also allow us to coordinate our business across our operation bases. Information technology systems also allow us to communicate with our employees and externally with customers, suppliers, partners, and other third parties. While we believe we take reasonable steps to secure these information technology networks and systems, and the data processed, transmitted, and stored thereon, the networks, systems, and data may be susceptible to cyberattacks, viruses, malware, or other unauthorized access or damage (including by environmental, malicious, or negligent acts), which could result in unauthorized access to, or the release and public exposure of, our proprietary information and our customers' personal information. In addition, cyberattacks, viruses, malware, or other damage or unauthorized access to our information technology networks and systems, could result in damage, disruptions, or shutdowns to our platform. Any of the foregoing could cause substantial harm to our business, require us to make notifications to our customers, governmental authorities, or the media, and could result in litigation, investigations, or inquiries by government authorities, or subject us to penalties, fines, and other losses relating to the investigation and remediation of an attack or other unauthorized access or damage to our information technology systems and networks.

System failures, defects, errors, or vulnerabilities in our website, applications, backend systems, or other technology systems or those of third-party technology providers could harm our reputation and brand and adversely impact our business, financial condition, and results of operations.

Our systems, or those of third parties upon which we rely, may experience service interruptions, outages, or degradation because of hardware and software defects or malfunctions, human error, or malfeasance by third parties or our employees, contractors, or service providers, earthquakes, hurricanes, floods, fires, natural disasters, power losses, disruptions in telecommunications services, fraud, military or political conflicts, terrorist attacks, cyberattacks, or other events. Our insurance may not be sufficient, and we may not have sufficient remedies available from our third-party service providers, to cover all of the losses that may result from interruptions, outages, or degradation.

We may experience system failures and other events or conditions from time to time that interrupt the availability or reduce or affect the speed or functionality of our technology platform. These events could result in losses of revenue due to increased difficulty of booking services through our technology platform, impacts on on-time performance, and resultant errors in operating our business. A prolonged interruption in the availability or reduction in the availability or other functionality of our platform could adversely affect our business and reputation and could result in negative publicity, customer dissatisfaction, or the loss of customers.

We rely on third parties maintaining open marketplaces to distribute our mobile and web applications and we rely on third parties to provide the software we use in certain of our products and services, including the provision of our flight management system. If these third parties interfere with the distribution of our products or services, with our use of the software, or with the interoperability of our platform with the software, our business would be adversely affected.

Our platform's mobile applications rely on third parties maintaining open marketplaces, including the Apple App Store and Google Play, which make applications available for download. We additionally rely on such third-party marketplaces for access to certain third-party applications that we use to provide our services. We cannot be assured that the marketplaces through which we distribute our applications will maintain their current structures or that such marketplaces will not charge us fees to list our applications for download.

We rely upon certain third-party software and integrations with certain third-party applications to provide our platform and products and services. As our products expand and evolve, we may use additional third-party software or have an increasing number of integrations with other third-party applications, software, products and services. Third-party applications, software, products and services are constantly evolving, and we may not be able to maintain or modify our platform, including our mobile and web-based applications and our flight management system, to ensure our compatibility with third-party offerings following development changes. Moreover, some of our competitors or technology partners may take actions which disrupt the interoperability of our products or services with their own products or services, or exert strong business influence on our ability to, and the terms on which we may, operate our platform and provide our products and services to customers. In addition, if any of our third-party providers cease to provide access to the third-party software that we use, do not provide access to such software on terms that we believe to be attractive or reasonable, do not provide us with the most current version of such software, modify their products, standards or terms of use in a manner that degrades the functionality or performance of our platform or is otherwise unsatisfactory to us, or give preferential treatment to competitive products or services, we may be required to seek comparable software from other sources, which may be more expensive or inferior, or may not be available at all. Any of these events could adversely affect our business, financial condition, and results of operations.

If we are unable to adequately protect our intellectual property interests or are found to be infringing on the intellectual property interests of others, we may incur significant expense, and our business may be adversely affected.

We believe that our intellectual property, such as our trademarks, domain names, website, mobile and web-based applications, software, copyrights, trade secrets, and inventions, among others, plays an important role in protecting our brand and the competitiveness of our business. If we do not adequately protect our intellectual property, our brand and reputation may be adversely affected, and our ability to compete effectively may be impaired. The Company protects its intellectual property through a combination of trademark, copyright, contracts, and policies. However, the steps we take to protect our intellectual property may be inadequate, and unauthorized parties may attempt to copy or reverse engineer aspects of our intellectual property or obtain and use information that we regard as proprietary and, if successful, may potentially cause us to lose market share, harm our ability to compete, and result in reduced revenue. In addition, our business is subject to the risk of third parties infringing our intellectual property. We may not always be successful in securing protection for, or identifying or stopping infringements of, our intellectual property and we may need to resort to litigation in the future to enforce our rights in this regard. Any such litigation could result in significant costs and a diversion of resources. Further, such enforcement efforts may result in a ruling that our intellectual property rights are unenforceable.

Moreover, companies in the aviation and technology industries are frequently subject to litigation based on allegations of intellectual property infringement, misappropriation, or other violations. As we expand and raise our profile, the likelihood of intellectual property claims being asserted against us grows. Further, we may acquire or introduce new products or services, which may increase our exposure to patent and other intellectual property claims. Any intellectual property claims asserted against us, whether or not having any merit, could be time-consuming and expensive to settle or litigate. If we are unsuccessful in defending a claim, we may be required to pay substantial damages or could be subject to an injunction or agree to a settlement that may prevent us from using our intellectual property or making our Common Stock, products, or services available to customers. Some intellectual property claims may require us to seek a license to continue our operations, and those licenses may not be available on commercially reasonable terms or may significantly increase our operating expenses. If we are unable to procure a license, we may be required to develop non-infringing technological alternatives, which could require significant time and expense. Any of these events could adversely affect our business, financial condition, or operations.

As part of our growth strategy, we may engage in future acquisitions that could disrupt our business and have an adverse impact on our financial condition.

We have and intend to continue to explore potential strategic acquisitions of assets and businesses, including partnerships or joint ventures with third parties. Our management has limited experience with acquiring and integrating acquired strategic assets and companies into our business, and there is no assurance that any future acquisitions will be successful. We may not be successful in identifying appropriate targets for transactions. In addition, we may not be able to continue the operational success of acquired businesses or successfully finance or integrate any assets or businesses that we acquire or with which we form a partnership or joint venture. We may have potential write-offs of acquired assets or an impairment of any goodwill recorded as a result of acquisitions. Furthermore, the integration of any acquisition may divert management's time and resources from our core business and disrupt our operations or may result in conflicts with our business. Any acquisition, partnership, or joint venture may reduce our cash reserves, may negatively affect our earnings and financial performance, and, to the extent financed with the proceeds of debt, may increase our indebtedness, and, to the extent acquired or financed through equity issuance, dilute our current investors. We cannot ensure that any acquisition, partnership, or joint venture we make will not have a material adverse effect on our business, financial condition, and results of operations.

Acquisition transactions involve risks, including, but not limited to:

- insufficient revenue to offset liabilities assumed;
- inability to obtain any required third-party approvals;
- requirements to enter into restrictive covenants in connection with obtaining third-party consents;
- inadequate return of capital;
- regulatory or compliance issues, including securing and maintaining regulatory approvals;
- unidentified issues not discovered in due diligence;
- integrating the operations or (as applicable) separately maintaining the operations;
- financial reporting;
- managing geographically dispersed operations;
- potential unknown risks associated with an acquisition;
- unanticipated expenses related to acquired businesses or technologies and their integration into our existing business or technology;
- the potential loss of key employees, customers or partners of an acquired business; or
- the tax effects of any acquisitions.

We may never realize the full value of our intangible assets or our long-lived assets, causing us to record impairments that may materially adversely affect our financial conditions and results of operations.

In accordance with applicable accounting standards, we are required to test our indefinite-lived intangible assets for impairment on an annual basis, or more frequently where there is an indication of impairment. In addition, we are required to test certain of our other assets for impairment where there is any indication that an asset may be impaired, such as our market capitalization being less than the book value of our equity.

We may be required to recognize losses in the future due to, among other factors, tight credit markets, government regulatory changes, decline in the fair values of certain tangible or intangible assets, unfavorable trends in historical or forecasted results of operations and cash flows, and an uncertain economic environment, as well as other uncertainties.

We can provide no assurance that a material impairment loss of tangible or intangible assets will not occur in a future period. An impairment loss could have a material adverse effect on our financial condition and results of operations.

Risks Related to Legal and Regulatory Matters

Because our software could be used to collect and store personal information, privacy concerns in the territories in which we operate could result in additional costs and liabilities to us or inhibit sales of our software.

The regulatory framework for privacy issues worldwide is rapidly evolving and is likely to remain uncertain for the foreseeable future. Many government bodies and agencies have adopted or are considering adopting laws and regulations regarding the collection, use, storage, and disclosure of personal information and breach notification procedures. We are also required to comply with laws, rules, and regulations relating to data security. Interpretation of these laws, rules, and regulations and their application to our software and professional services in applicable jurisdictions is ongoing and cannot be fully determined at this time.

In the United States, these include rules and regulations promulgated under the authority of the Federal Trade Commission, the Electronic Communications Privacy Act, the Computer Fraud and Abuse Act, the California Consumer Privacy Act of 2018 (the “CCPA”), and other state and federal laws relating to privacy and data security. By way of example, the CCPA requires covered businesses to provide new disclosures to California residents, provide them new ways to opt-out of certain disclosures of personal information, and allows for a new cause of action for data breaches. It includes a framework that includes potential statutory damages and private rights of action. There is some uncertainty as to how the CCPA, and similar privacy laws emerging in other states, could impact our business as it depends on how these laws will be interpreted. As we expand our operations, compliance with privacy laws may increase our operating costs.

We are subject to the Telephone Consumer Protection Act and similar state laws in connection with our marketing activities, and noncompliance could result in significant financial exposure.

In connection with our marketing efforts, including those related to our Vaunt subscription program and other consumer-facing products and services, we engage in various outbound communications to prospective and existing customers, including telephone calls, text messages, and email campaigns. These activities are subject to the Telephone Consumer Protection Act of 1991, as amended (the “TCPA”), and its implementing regulations, as well as analogous state consumer protection statutes. The TCPA imposes significant restrictions on the use of autodialed and prerecorded telephone calls and text messages to wireless numbers, and requires prior express written consent for certain marketing communications. Violations of the TCPA may be enforced through private class action lawsuits and by the Federal Communications Commission and state attorneys general, with statutory damages ranging from \$500 to \$1,500 per violation. Because each unsolicited call or text message to a single recipient may constitute a separate violation, aggregate exposure in class action litigation can be substantial.

Although we have implemented policies and procedures designed to comply with the TCPA and similar laws, the legal landscape surrounding the TCPA continues to evolve, including ongoing judicial and regulatory developments regarding the definition of an “automatic telephone dialing system,” the scope of consent requirements, and the FCC’s one-to-one consent rules. There can be no assurance that our compliance measures, or those of third-party vendors conducting outreach on our behalf, will be deemed adequate under current or future interpretations of the law. To the extent any third-party vendor uses methods or contacts individuals in a manner that does not satisfy applicable consent requirements, we could face vicarious liability for such conduct. Any actual or alleged noncompliance with the TCPA or similar laws could result in costly litigation, significant settlement payments or judgments, reputational harm, and increased compliance costs, any of which could have a material adverse effect on our business, financial condition, and results of operations.

Risks Related to Our Contractual Obligations

Our obligations in connection with our contractual obligations, including debt financing obligations, could impair our liquidity and thereby harm our business, results of operations, and financial condition.

We have significant debt financing obligations, and we may incur additional obligations as we expand our operations. The ability to timely pay our existing or future contractual obligations, including required payments under the Convertible Notes (as described below), will depend on the results of our operations, cash flow, liquidity, and ability to secure additional financing, which will in turn depend on, among other things, the success of our current business strategy, U.S. and global economic and political conditions, the availability and cost of financing, and other factors that may be beyond our control. If our liquidity is materially diminished, our cash flow available to fund our working capital requirements, debt service obligations, capital expenditures, and strategic initiatives may be materially and adversely affected, or we may not be able to realize the benefits of, or otherwise maintain, certain relationships with our business partners. We cannot be assured that our operations will generate sufficient cash flow to make any required payments, or that we will be able to obtain financing to make expenditures in pursuit of our strategic initiatives. The amount of our contractual obligations and timing of required payments could have a material adverse effect on our business, results of operations, and financial condition.

Agreements governing our debt obligations include financial and other covenants that provide limitations on our business and operations under certain circumstances, and failure to comply with any of the covenants in such agreements could adversely impact us.

Our financing agreements, including those in connection with the Convertible Notes (as defined below), and other financing agreements that we may enter into from time to time, contain certain affirmative, negative, and financial covenants, and other customary events of default. Certain covenants in our financing agreements are subject to important exceptions, qualifications, and cure rights, including, under limited circumstances, the requirement to provide additional collateral or prepay or redeem certain obligations. In addition, certain of our financing agreements are or may be cross-collateralized, such that an event of default or acceleration of indebtedness under one agreement could result in an event of default under other financing agreements. If we fail to comply with such covenants, if any other events of default occur for which no waiver or amendment is obtained, or if we are unable to timely refinance the debt obligations subject to such covenants or take other mitigating actions, the holders of our indebtedness could, among other things, declare outstanding amounts immediately due and payable and, subject to the terms of relevant financing agreements, repossess or foreclose on collateral, including certain of our aircraft or other assets used in our business. The acceleration of significant indebtedness or actions to repossess or foreclose on collateral may cause us to renegotiate, repay, or refinance the affected obligations, and there is no assurance that such efforts would be successful or on terms we deem attractive. In addition, any acceleration or actions to repossess or foreclose on collateral under our financing agreements could result in a downgrade of any credit ratings then applicable to us, which could result in additional events of default or limit our ability to obtain additional financing.

Stockholders may experience dilution of their ownership interest due to the issuance of additional shares of Common Stock upon the conversion of certain convertible notes, especially since the notes have fluctuating conversion rates that are set at a discount to market prices of our shares of Common Stock during the period immediately following conversion.

On December 4, 2024, the Company entered into a Securities Purchase Agreement (“Securities Purchase Agreement”), pursuant to which the Company has agreed to issue 10% original issue discount senior unsecured convertible promissory notes (“Convertible Notes”) in an aggregate original principal amount of up to \$36,000,000, which are convertible into shares of the Company’s common stock. The closing of the first tranche was consummated on December 4, 2024, and the Company issued the initial Convertible Note for an aggregate original principal amount of \$4,500,000. The closing of the second tranche was consummated on June 13, 2025, and the Company issued the second tranche Convertible Note for an aggregate original principal amount of \$1,500,000. The closing of the third tranche was consummated on July 21, 2025, and the Company issued the third tranche Convertible Note for an aggregate original principal amount of \$3,000,000. The closing of the fourth tranche was consummated on October 16, 2025, and the Company issued the fourth tranche Convertible Note for an aggregate original principal amount of \$2,220,000. Issuances of additional Convertible Notes are subject to the terms and conditions of the Securities Purchase Agreement. The shares of Common Stock issuable upon full conversion of the Convertible Notes issued and issuable under the Securities Purchase Agreement would result in significant dilution to existing stockholders.

Risks Related to Ownership of Our Securities and Being a Public Company

If we are unable to comply with the continued listing requirements of the NYSE American, then our Common Stock will be delisted from the NYSE American.

Our Common Stock is currently listed on the NYSE American under the symbol “SOAR”. If we are unable to comply with the continued listing requirements of the NYSE American, our Common Stock will be delisted from the NYSE American, which will limit investors’ ability to effect transactions in our Common Stock and subject us to additional trading restrictions. For example, in order to maintain our listing, we must maintain a minimum amount of stockholders’ equity. In addition to this objective standard, NYSE American may delist the securities of any issuer for other reasons involving the judgment of NYSE American, including if our common stock sells at a low price per share for a substantial period of time.

In June 2024, the Company was notified by the NYSE American that the Company was not in compliance with NYSE American’s Minimum Stockholders’ Equity Requirements. The Company submitted its Compliance Plan on July 18, 2024, to the NYSE American outlining certain actions the Company has taken and will take to regain compliance with the Minimum Stockholders’ Equity Requirements by December 18, 2025. On September 5, 2024, NYSE American accepted the Compliance Plan and required quarterly updates from the Company on the progress that the Company has made regarding the Compliance Plan. NYSE American also granted the Company through December 18, 2025, to regain compliance with the Minimum Stockholders’ Equity Requirements. Until such date, the Company was subject to quarterly review by NYSE American to determine if the Company was making progress consistent with the Compliance Plan. If the Company did not regain compliance with the Minimum Stockholders’ Equity Requirements by December 18, 2025, or if the Company did not make sufficient progress consistent with its Compliance Plan, then the NYSE American could have initiated delisting proceedings to delist the Company’s Common Stock from the NYSE American.

On December 18, 2025, the Company received a letter from NYSE Regulation confirming which stated that the Company had regained compliance with all the NYSE American continued listing standards set forth in Part 10 of the Company Guide. Specifically, the Company resolved the continued listing deficiencies with respect to the Minimum Stockholders’ Equity Requirements. The Company will be subject to NYSE American’s normal continued listing monitoring. However, if the Company fails to comply with any of the continued listing requirements within one year of the date of the Compliance Notice, NYSE American will examine the relationship between the two incidents of noncompliance and re-evaluate the Company’s method of financial recovery from the first incident. As a result, NYSE American could, depending on the circumstances, truncate the compliance procedures described in the Company Guide, or immediately initiate delisting proceedings.

The Company is committed to maintaining compliance with the continued listing requirements. Although the Company believes it will be able to maintain compliance with such requirements, there can be no assurance that it will be able to maintain compliance.

If our Common Stock is delisted from the NYSE American, then we could face significant and material adverse consequences as a result and our investors will experience limitations upon their ability to effect transactions in our Common Stock.

If the NYSE American delists our Common Stock from trading on its exchange, including if such delisting were to occur immediately without being able to submit a compliance plan or appeal such delisting, and we are not able to list our securities on another national securities exchange (though we expect the common stock would qualify to be quoted on an over-the-counter market), we could face significant material adverse consequences, including:

- a limited availability of market quotations for our securities;
- reduced liquidity for our securities;
- substantial impairment on our ability to raise additional funds;
- loss of institutional investor interest and a decreased ability to issue additional securities or obtain additional financing in the future;
- a determination that our Common Stock is a “penny stock,” which will require brokers trading in our Common Stock to adhere to more stringent rules and possibly result in a reduced level of trading activity in the secondary trading market for our securities;
- a limited amount of news and analyst coverage; and

- potential breaches of representations or covenants of our agreements pursuant to which we made representations or covenants relating to our compliance with applicable listing requirements, which, regardless of merit, could result in costly litigation, significant liabilities and diversion of our management’s time and attention and could have a material adverse effect on our financial condition, business and results of operations.

The National Securities Markets Improvement Act of 1996, which is a federal statute, prevents or preempts the states from regulating the sale of certain securities, which are referred to as “covered securities.” Because our Common Stock is listed on the NYSE American, our Common Stock qualifies as a covered securities under such statute. Although the states are preempted from regulating the sale of our securities, the federal statute does allow the states to investigate companies if there is a suspicion of fraud, and, if there is a finding of fraudulent activity, then the states can regulate or bar the sale of covered securities in a particular case. If we were no longer listed on the NYSE American, our Common Stock would not be a covered security, and we would be subject to regulation in each state in which we offer our Common Stock and other Company securities.

The Company has identified material weaknesses in its internal control over financial reporting, which could, if not remediated, adversely affect its ability to report its financial condition and results of operations in a timely and accurate manner. If the Company fails to comply with requirements relating to internal control over financial reporting under Section 404 of the Sarbanes-Oxley Act, the business could be harmed and its stock price could decline.

Rules adopted by the SEC pursuant to Section 404 of the Sarbanes-Oxley Act of 2002 require the Company to assess its internal control over financial reporting annually. The rules governing the standards that must be met for management to assess its internal control over financial reporting are complex. They require significant documentation, testing, and possible remediation of any significant deficiencies in and/or material weaknesses of internal controls in order to meet the detailed standards under these rules. Additionally, it is necessary for us to maintain effective internal control over financial reporting to prevent fraud and errors and to maintain effective disclosure controls and procedures so that we can provide timely and reliable financial and other information. These obligations are intended, among other things, to ensure that information required to be disclosed by us in filings with the SEC is recorded, processed, summarized and reported within the time periods specified in SEC rules, and that information required to be disclosed in reports under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), is accumulated and communicated to our management, including our principal executive and financial officers. A failure to maintain adequate internal controls may adversely affect the Company’s ability to provide financial statements that accurately reflect its financial condition and report information on a timely basis. The Company has evaluated its internal control over financial reporting and determined that it was not effective as of December 31, 2025 and that material weaknesses existed as of that date, and the Company has also concluded that its disclosure controls and procedures were not effective as of December 31, 2025 due to material weaknesses in its internal control over financial reporting. *See Item 9 – Controls and Procedures – Report of Management on Internal Control over Financial Reporting.*

The Company has began, and will continue the process of remediating its identified material weakness. Management’s continuing evaluation and work to enhance the Company’s internal control over financial reporting has required and will continue to require the dedication of additional resources and management time and expense. If the Company fails to maintain the effectiveness of its internal controls, including any failure to implement new or improved controls, or if the Company experiences difficulties in their implementation, the Company’s business and operating results could be harmed, and the Company could fail to meet its financial reporting obligations, which in turn could affect the market price of the Company’s securities. In addition, perceptions of the Company among customers, lenders, investors, securities analysts and others could also be adversely affected. The current material weaknesses or any weaknesses or deficiencies identified in the future could also hurt confidence in the Company’s business and the accuracy and completeness of the Company’s financial statements, and adversely affect the Company’s ability to do business with these groups.

The Company can give no assurances that the remediation measures it has implemented and will begin implementing, or any future measures it may take, will remediate the material weaknesses identified or that any additional material weaknesses will not arise or be identified in the future due to the Company’s failure to implement and maintain effective internal control over financial reporting. In addition, even if the Company is successful in strengthening its controls and procedures, those controls and procedures may not be effective to prevent or identify irregularities or ensure the fair and accurate presentation of the Company’s financial statements included in its periodic reports filed with the SEC.

Issuances of our Common Stock in the future could dilute existing stockholders and adversely affect the market price of our Common Stock.

We have the authority to issue up to 200,000,000 shares of Common Stock and 1,000,000 shares of preferred stock, and to issue options and warrants to purchase shares of our Common Stock without shareholder approval, subject to certain limitations imposed by applicable stock exchange rules. In addition, during 2025 we put an at-the-market (“ATM”) program in place to allow us to sell up to \$9,300,000 in shares of our Common Stock under that program from time to time. Future issuances of our securities could be at prices substantially below the price paid for our Common Stock by our current stockholders. Issuances of our Common Stock could result in dilution of the ownership interests of existing stockholders, which may further dilute common stock book value, and that dilution may be material.

Sales of Common Stock, or the perception of such sales, by us in the public market or otherwise, could cause the market price for our Common Stock to decline.

The sale of Common Stock in the public market or otherwise, or the perception that such sales could occur, could harm the prevailing market price of our Common Stock. These sales, or the possibility that these sales may occur, also might make it more difficult for us to sell equity securities in the future at a time and at a price that we deem appropriate. Resales of Common Stock may cause the market price of our securities to drop significantly, even if our business is doing well.

In the future, we may also issue securities in connection with investments or acquisitions. The amount of shares of Common Stock issued in connection with an investment or acquisition could constitute a material portion of the then-outstanding shares of Common Stock. Ultimately, any issuance of additional securities in connection with investments or acquisitions may result in additional dilution to stockholders.

Anti-takeover provisions contained in the Company’s Certificate of Incorporation and applicable laws could impair a takeover attempt.

The Company’s Certificate of Incorporation affords certain rights and powers to the Company’s board of directors (the “Board”) that could contribute to the delay or prevention of an acquisition that it deems undesirable, such as establishing a classified Board so that not all members of our Board are elected at one time. Delaware law also permits the Company to take certain actions that could have the effect of rendering more difficult, delaying or preventing an acquisition deemed undesirable by our Board, such as:

- authorizing the issuance of “blank check” preferred stock that could be issued by our Board to increase the number of outstanding shares and thwart a takeover attempt;
- requiring cause to remove directors;
- requiring all stockholder actions to be taken at a meeting of our stockholders;
- establishing advance notice and duration of ownership requirements for nominations for election to the board of directors or for proposing matters that can be acted upon by stockholders at stockholder meetings;
- prohibiting the use of cumulative voting for the election of directors; and
- limiting the ability of stockholders to call special meetings or amend our bylaws.

These provisions, alone or together, could delay or prevent hostile takeovers and changes in control or changes in our management to the extent permitted, whether by our Certificate of Incorporation or merely as a function of Delaware law. Any provision of our Certificate of Incorporation, Delaware law, or otherwise that has the effect of delaying, preventing or deterring a change in control could limit the opportunity for our stockholders to receive a premium for their shares of our Common Stock and could also affect the price that some investors are willing to pay for our Common Stock.

Claims for indemnification by our directors and officers may reduce our available funds to satisfy successful third-party claims against us and may reduce the amount of money available to us.

The Delaware General Corporation Law (the “DGCL”) empowers us to indemnify our directors and officers against expenses relating to certain actions, suits or proceedings as provided for therein. In order for such indemnification to be available, the applicable director or officer must not have acted in a manner that constituted a breach of his or her fiduciary duties and involved intentional misconduct, fraud or a knowing violation of law, or must have acted in good faith and reasonably believed that his or her conduct was in, or not opposed to, our best interests. In the event of a criminal action, the applicable director or officer must not have had reasonable cause to believe his or her conduct was unlawful.

We may indemnify each of our present and future directors, officers, employees or agents who becomes a party or is threatened to be made a party to any suit or proceeding, whether pending, completed or merely threatened, and whether said suit or proceeding is civil, criminal, administrative, investigative, or otherwise, except an action by or in the right of the Company, by reason of the fact that he is or was a director, officer, employee, or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including, but not limited to, attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit, proceeding or settlement, provided such person acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

The expenses of directors, officers, employees or agents of the Company incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Company as they are incurred and in advance of the final disposition of the action, suit, or proceeding, if and only if the director, officer, employee or agent undertakes to repay said expenses to the Company if it is ultimately determined by a court of competent jurisdiction, after exhaustion of all appeals therefrom, that he is not entitled to be indemnified by the corporation.

No indemnification shall be applied, and any advancement of expenses to or on behalf of any director, officer, employee or agent must be returned to us, if a final adjudication establishes that the person's acts or omissions involved a breach of any fiduciary duties, where applicable, intentional misconduct, fraud or a knowing violation of the law which was material to the cause of action.

The DGCL further provides that a corporation may purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise for any liability asserted against him and liability and expenses incurred by him in his capacity as a director, officer, employee or agent, or arising out of his status as such, whether or not the corporation has the authority to indemnify him against such liability and expenses. We have secured a directors' and officers' liability insurance policy. We expect that we will continue to maintain such a policy.

Our Certificate of Incorporation designates specific courts as the exclusive forum for substantially all stockholder litigation matters, which could limit the ability of our stockholders to obtain a favorable forum for disputes with us or our directors, officers or employees.

Our Certificate of Incorporation requires, to the fullest extent permitted by law, that derivative actions brought in our name, actions against current or former directors, officers or other employees for breach of fiduciary duty, any action asserting a claim arising pursuant to any provision of the DGCL, our Certificate of Incorporation or Bylaws, any action asserting a claim governed by the internal affairs doctrine of the State of Delaware or any other action asserting an "internal corporate claim" (as defined in Section 115 of the DGCL), confer jurisdiction to the Court of Chancery of the State of Delaware (or, if the Court of Chancery of the State of Delaware does not have jurisdiction, the federal district court for the District of Delaware or other state courts of the State of Delaware), unless we consent in writing to the selection of an alternative forum. This provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction. Our Certificate of Incorporation also provides that, unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act. This provision may limit a Stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us and our directors, officers or other employees and may have the effect of discouraging lawsuits against our directors, officers and other employees. Furthermore, stockholders may be subject to increased costs to bring these claims, and the exclusive forum provision could have the effect of discouraging claims or limiting investors' ability to bring claims in a judicial forum that they find favorable.

In addition, the enforceability of similar exclusive forum provisions in other companies' certificates of incorporation has been challenged in legal proceedings, and it is possible that, in connection with one or more actions or proceedings described above, a court could rule that this provision in our Certificate of Incorporation is inapplicable or unenforceable. In March 2020, the Delaware Supreme Court issued a decision in *Salzberg, et al. v. Sciabacucchi* which found that an exclusive forum provision providing for claims under the Securities Act to be brought in federal court is facially valid under Delaware law. We intend to enforce this provision, but we do not know whether courts in other jurisdictions will agree with this decision or enforce it. If a court were to find the exclusive forum provision contained in our Certificate of Incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could harm our business, prospects, financial condition and operating results.

Our management team has limited experience managing a public company.

Although during the period prior to the Business Combination we expended a significant amount of time, money, and effort on preparing to be a public company, our management team has limited experience managing a publicly traded company, interacting with public company investors and research analysts, and complying with the increasingly complex laws and requirements pertaining to public companies, including those related to timely public disclosures, financial reporting, internal controls, and enterprise risk management. As a result, our management team may not efficiently manage our responsibilities as a public company. As a public company, we are subject to significant regulatory oversight, reporting obligations under U.S. securities laws, and the continuous scrutiny of securities analysts and investors. These obligations and constituents require significant attention from our senior management and could divert their attention away from the day-to-day management of our business, which could result in less time being devoted to management and the achievement of our growth strategy and operational goals.

Failure to adequately comply with the requirements of being a public company, including deficiencies in financial reporting or ineffective disclosure controls and procedures and internal control over financial reporting, could cause investors to lose confidence in our reported financial and other information and materially adversely affect our business, financial condition, and results of operation, as well as severely negatively affect the price of the Common Stock.

The requirements of being a public company may strain our resources, divert our management's attention, and affect our ability to attract and retain qualified board members.

We are subject to the reporting requirements of the Exchange Act, the Sarbanes-Oxley Act, and any rules promulgated thereunder, as well as the rules of the NYSE American. The requirements of these rules and regulations increase our legal and financial compliance costs, make some activities more difficult, time-consuming, or costly, and increase demand on our systems and resources. These laws, regulations, and standards are subject to varying interpretations and may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices. The Sarbanes-Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal controls for financial reporting. In order to maintain and, if required, improve our disclosure controls and procedures and internal control over financial reporting to meet this standard, significant resources and management oversight are required and, as a result, our management's attention may be diverted from other business concerns.

These rules and regulations can also make it more difficult for us to attract and retain qualified independent members of our Board. Additionally, these rules and regulations make it more difficult and more expensive for us to obtain director and officer liability insurance. We may be required to accept reduced coverage or incur substantially higher costs to obtain coverage. The increased costs of compliance with public company reporting requirements and our potential failure to satisfy these requirements can have a material adverse effect on our operations, business, financial condition, or results of operations.

We may be subject to securities litigation, which is expensive and could divert our management's attention.

The per share price of our common stock may be volatile and, in the past, companies that have experienced volatility in the market price of their stock have been subject to securities litigation, including class action litigation. Litigation of this type could result in substantial costs and diversion of our management's attention and resources, which could have a material adverse effect on our business, financial condition, and results of operations. Any adverse determination in litigation could also subject us to significant liabilities.

Because we became a publicly traded company by means other than a traditional underwritten initial public offering, our stockholders may face additional risks and uncertainties.

Because we became a publicly traded company by means of consummating the Business Combination rather than by means of a traditional underwritten initial public offering, there was no independent third-party underwriter selling the shares of our common stock, and, accordingly, our stockholders did not have the benefit of an independent review and investigation of the type normally performed by an unaffiliated, independent underwriter in a public security offering. Due diligence reviews typically include an independent investigation of the background of the company, any advisors, and their respective affiliates, review of the offering documents and independent analysis of the plan of business and any underlying financial assumptions. Although PACI performed a due diligence review and investigation of Volato, Inc. in connection with the Business Combination, the lack of an independent due diligence review and investigation increases the risk of investment in us because PACI's due diligence review and investigation may not have uncovered facts that would be important to a potential investor that may have been uncovered by a third-party investigation.

If we became a public company through an underwritten public offering, the underwriters would be subject to liability under Section 11 of the Securities Act for material misstatements and omissions in the initial public offering registration statement. In general, an underwriter is able to avoid liability under Section 11 if it can prove that it "had, after reasonable investigation, reasonable grounds to believe and did believe, at the time the registration statement became effective, that the statements therein (other than the audited financial statements) were true and that there was no omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading."

The amount of due diligence conducted by PACI and its advisors in connection with the Business Combination may not be as high as would have been undertaken by an underwriter in connection with an initial public offering of Volato, Inc. Accordingly, it is possible that defects in our business operations or problems with our management that would have been discovered if we had conducted an underwritten public offering were not discovered in connection with the Business Combination, which could adversely affect the market price of our common stock.

In addition, because we did not become a publicly traded company by means of a traditional underwritten initial public offering, security or industry analysts may not provide, or be less likely to provide, coverage of us. Investment banks may also be less likely to agree to underwrite secondary offerings on behalf of us than they might otherwise be if we had become a publicly traded company by means of a traditional underwritten initial public offering because they may be less familiar with us as a result of more limited coverage by analysts and the media. The failure to receive research coverage or support in the market for our common stock could have an adverse effect on our ability to develop a liquid market for our common stock. The lack of a liquid market for our common stock will adversely affect the stock price.

If securities or industry analysts do not publish research or reports about our business, if they change their recommendations regarding our Common Stock, or if our operating results do not meet their expectations, our Common Stock price and trading volume could decline.

The trading market for our Common Stock will depend in part on the research and reports that securities or industry analysts publish about us and our businesses. If equity research analysts do not commence coverage of us, the trading price for our common stock could be negatively impacted. To the extent equity research analysts do provide research coverage of our Common Stock, we will not have any control over the content and opinions included in their reports. The trading price of our Common Stock could decline if one or more equity research analysts downgrade our securities or publish unfavorable research about our businesses, or if our operating results do not meet analyst expectations. If any equity research analysts cease coverage of us or fail to publish reports on us regularly, demand for our Common Stock could decrease, which could cause the price and trading volume of our Common Stock to decline.

The JOBS Act permits “emerging growth companies” like us to take advantage of certain exemptions from various reporting requirements applicable to other public companies that are not emerging growth companies.

We qualify as an “emerging growth company” as defined in Section 2(a)(19) of the Securities Act, as modified by the JOBS Act. As such, we take advantage of certain exemptions from various reporting requirements applicable to other public companies that are not emerging growth companies, including (a) the exemption from the auditor attestation requirements with respect to internal control over financial reporting under Section 404 of the Sarbanes-Oxley Act, (b) the exemptions from say-on-pay, say-on-frequency and say-on-golden parachute voting requirements and (c) reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements. As a result, our stockholders may not have access to certain information they deem important. We will remain an emerging growth company until the earliest of (a) the last day of the fiscal year (i) following December 3, 2026, the fifth anniversary of our initial public offering, which closed on December 3, 2021, (ii) in which we have total annual gross revenue of at least \$1.235 billion (as adjusted for inflation pursuant to SEC rules from time to time) or (iii) in which we are deemed to be a large accelerated filer, which means the market value of shares of our Common Stock that are held by non-affiliates exceeds \$700 million as of the last business day of our prior second fiscal quarter, and (b) the date on which we have issued more than \$1.0 billion in non-convertible debt during the prior three year period.

In addition, Section 107 of the JOBS Act provides that an emerging growth company can take advantage of the exemption from complying with new or revised accounting standards provided in Section 7(a)(2)(B) of the Securities Act as long as we are an emerging growth company. An emerging growth company can therefore delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. The JOBS Act provides that a company can elect to opt out of the extended transition period and comply with the requirements that apply to non-emerging growth companies, but any such election to opt out is irrevocable. We have elected not to opt out of such extended transition period, which means that when a standard is issued or revised and it has different application dates for public or private companies, we, as an emerging growth company, can adopt the new or revised standard at the time private companies adopt the new or revised standard. This may make comparison of our financial statements with another public company which is neither an emerging growth company nor an emerging growth company which has opted out of using the extended transition period difficult or impossible because of the potential differences in accounting standards used.

We cannot predict if investors will find our Common Stock less attractive because we will rely on these exemptions. If some investors find our Common Stock less attractive as a result, there may be a less active trading market for our Common Stock and our share price may be more volatile.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 1C. CYBERSECURITY

CYBERSECURITY

Governance

The Company has multi-layer processes to assess, identify, manage and mitigate material risks from cybersecurity threats.

Members of senior leadership, including the Board, assess potential material risks to the business and the Company's ability to meet strategic priorities, including risks from cybersecurity threats. The Company's senior leadership receives updates from relevant functional heads or other subject matter specialists on these potential material risks as well as the processes or other steps being taken to manage or mitigate the risks. The senior leadership team includes senior leaders in areas of importance to Company priorities. The Company's senior leadership assesses and prioritizes risk based on impact to shareholders, operations, and strategic priorities, among other factors. Members of senior leadership discuss enterprise risks and compliance programs with the Audit Committee of the Board. The Audit Committee makes reports to the Board, who also receive updates from members of senior management on material risks to the Company.

Risk Management and Strategy

There are no management positions directly responsible for overseeing our cybersecurity risk. The Chief Operating Officer ("COO") who functions as our head of IT and certain members of management assist with our cybersecurity efforts and risk assessments. The COO has over 10 years of prior experience in information technology and security.

We have developed and implemented cybersecurity and data privacy processes and procedures that are informed by recognized cybersecurity frameworks and standards, including Microsoft Azure CSPM and SOC 2. We use this framework, together with information collected from periodic manual assessments and automated testing, to tailor aspects of our cybersecurity practices given the nature of our assets, operations and business. The Company's processes to assess, identify and manage material risks from cybersecurity threats include, but are not limited to, the following:

- The members of the information technology team actively monitor threats to the information technology environment. They work with a third party to provide additional 24/7 monitoring of cyber threats. These internal and external cybersecurity teams are empowered to contain network access through various application controls. Structural protections are also in place to mitigate risks of end point failures and provide for continuity of operations.
- The Company uses various systems to manage threats, for example, firewall protections, anti-virus protections, vulnerability scans, among others. Such systems are regularly reviewed for adequacy and potential enhancements.
- The Company employs an information security and training program for our employees, including regular internal communications and ongoing end-user testing to measure the effectiveness of our information security program.
- The Company utilizes a third-party service that provides real-time threat intelligence feeds and global threat data to enhance threat detection capabilities and proactively defend against emerging cyber threats.
- We monitor the location of our geographic location of data sent to third party systems.

In 2023, we conducted an enterprise risk assessment that included an assessment of cybersecurity risk in context with other enterprise-level risks. For additional information regarding potential cybersecurity risks, see relevant business and operational risks under Item 1A, "Risk Factors", of this Annual Report.

In the last three years, we have not experienced a material information security breach incident, or any penalties or settlements related to the same, and the expenses we have incurred from information security breach incidents were immaterial.

ITEM 2. PROPERTIES

We are a remote-first company, founded during the COVID-19 crisis. All of our facilities are located on land that is leased from third parties. We believe that these facilities meet our current and future anticipated needs.

ITEM 3. LEGAL PROCEEDINGS

From time to time, we are a defendant or plaintiff in various legal proceedings which arise in the normal course of business. As such, we are required to assess the likelihood of any adverse outcomes to these proceedings as well as potential ranges of probable losses. If one or more legal matters were resolved against us in a reporting period for amounts above management's expectations, our financial condition and operating results for that reporting period could be materially adversely affected.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT’S COMMON EQUITY, RELATED STOCKHOLDER MATTERS, AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information

The Common Stock is listed on NYSE American under the symbol “SOAR”.

Holders

As of March 3, 2026, there were approximately 450 holders of record of Common Stock. Such number does not include beneficial owners holding shares of the Common Stock through nominees.

Dividend Policy

We have not paid any cash dividends on the Common Stock since inception. We currently intend to retain any future earnings and do not expect to pay any cash dividends in the foreseeable future. Our ability to pay dividends on the Common Stock could be restricted by the terms of any agreement governing other indebtedness we may incur. Any future determination to declare dividends will be made at the discretion of the Board, subject to applicable laws, and will depend on a number of factors, including our financial condition, results of operations, capital requirements, contractual restrictions, general business conditions and other factors that the Board may deem relevant.

Recent Sales of Unregistered Securities

The Company did not sell any unregistered securities during the year ended December 31, 2025 which were not previously reported in a Current Report on Form 8-K filed by the Company with the SEC.

ITEM 6. [RESERVED]

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion of our financial condition and results of operations should be read in conjunction with our consolidated financial statements and the related notes. This discussion contains forward-looking statements which involve risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements for many reasons, including the risks faced by us described in "Risk Factors" section and elsewhere in this Annual Report. Unless the context otherwise requires, references in this "Management's Discussion and Analysis of Financial Condition and Results of Operations" section to "we," "us," "our," and "the Company" are intended to mean the business and operations of Volato Group, Inc.

Overview of Our Business

Our historical mission has been to provide our customers more time for the rest of their lives by providing convenient and high-quality travel by using the right aircraft for the mission and by developing proprietary technology designed to make the travel experience more seamless. Our revenue is generated through airplane sales and software-as-a-service subscriptions.

In September 2024, we entered into an agreement with flyExclusive, a leading provider of private jet charter services, to transition our aircraft ownership program fleet operations to flyExclusive. This move was intended to bring substantial cost savings and provide Volato with the opportunity to focus on what it believes to be its high-growth areas, including aircraft sales and products and services utilizing our proprietary software. Volato sought to benefit from the margins on aircraft sales without the burden of operational costs, while also generating revenue from its proprietary software, including the Vaunt platform, Volato's empty leg consumer app. In the fourth quarter of 2024, we transferred the aircraft lease agreements to flyExclusive and have no further obligations under the aircraft lease agreements or control over such flight operations. Items related to our aircraft ownership program fleet operations are now included in discontinued operations.

Financial highlights for the twelve months ended December 31, 2025 include:

- We generated total revenue of \$78.6 million, an increase of \$39.5 million, or 101%, compared to the year ended December 31, 2024, primarily related to an increase in aircraft sales as we took delivery of three Gulfstream G280's in 2025 (whereas we took delivery of one aircraft in 2024).
- Operating income was \$4.0 million compared to an operating loss of \$8.6 million in 2024. Operating income was primarily the result of cost reductions implemented during 2024 that continued during 2025 together with the sale of three Gulfstream G280s during 2025.
- Net income was \$5.2 million compared to a net loss of \$40.6 million in 2024. Net income in 2025 was primarily the result of settlements of member deposits, insider deposits and liabilities at a gain, that are reflected as "Other income, net" or "Net income from discontinued operations, net of taxes" in the statements of operations.

Recent Developments

On July 28, 2025, the Company entered into the Merger Agreement with Merger Sub and M2i, pursuant to which Merger Sub will merge with and into M2i, with M2i surviving the Merger as a wholly-owned subsidiary of Volato. The Merger is subject to approval by the Company's stockholders and various other customary closing conditions. M2i's business focuses on providing its partners with access to turnkey solutions, facilitating expanded business opportunities, securing offtake agreements, influencing strategic government policy, and engaging with aligned organizations and laboratories. M2i specializes in the development and execution of a complete global value supply chain for critical minerals, including the creation of a private critical minerals reserve. Upon consummation of the Merger it is currently expected that M2i's stockholders will own approximately 85% of the combined company.

In July 2025, the Company began development of an enterprise AI "Artificial Intelligence" platform that deploys autonomous agents within Microsoft 365 environments to automate workflows, synthesize information across systems, and execute multi-step business processes; the platform includes optional deterministic document processing capabilities for applications requiring enhanced reliability and auditability, such as contract analysis and regulatory filings.

On October 16, 2025, pursuant to the Securities Purchase Agreement the Company issued a fourth tranche Convertible Note in the principal amount of \$2.2 million for a purchase price of \$2.0 million, representing an original issue discount of ten percent (10%). The Convertible Note matures on October 16, 2026.

On October 1, 2025, the Company entered into a Fourth Amendment (the “Amendment”) to Aircraft Management Services Agreement (as amended the “Agreement”) with flyExclusive to bring the Agreement in line with Company’s anticipated shift in operations, new business directives, and to better accommodate the proposed Merger with M2i. The Amendment served to, (i) modify the term of the Agreement; (ii) grant 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”); (iii) grant 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”); (iv) obligate flyExclusive to pay the Company \$100,000 upon execution of the Amendment as settlement of net payables owed by flyExclusive to the Company under the terms of the Agreement (the “Net Payables Obligation”); and (v) modify the material terms of flyExclusive’s right to cause the Company to merge with and into a wholly owned subsidiary of flyExclusive (the “flyExclusive Merger Option”), including that the flyExclusive Merger Option is to be only exercisable in the event that the Company and M2i terminate the Merger Agreement. The purchase price for the Asset Options and the Net Payables Obligations may be paid by flyExclusive in cash or shares of flyExclusive Class A common stock, at the sole discretion of flyExclusive. flyExclusive elected to pay the Net Payables Obligation by issuing the Company 20,576 shares of Class A common stock.

As consideration for the execution of the Amendment, flyExclusive agreed to pay \$2,000,000 to the Company, in cash or shares of flyExclusive Class A common stock, in exchange for the right to receive either (i) the net proceeds that the Company receives from the sale of a certain G280 aircraft, which is expected to be delivered to the Company pursuant to an existing agreement (the “G280 Agreement”) with Gulfstream Aerospace Corporation (“Gulfstream”), or (ii) if, and only if, Gulfstream provides written consent, assignment of the G280 Agreement from the Company to flyExclusive subject to the execution of an asset purchase agreement relating solely to the transfer of the G280 Agreement. flyExclusive elected to pay all of the \$2,000,000 in shares of its Class A common stock and issued an aggregate of 411,523 shares of its Class A common stock to the Company.

On March 6, 2026, the Company signed amendment number five to the Agreement with flyExclusive, pursuant to which the Company sold certain unused intellectual property assets for \$1.3 million payable in cash or shares of flyExclusive’s Class A common stock. Such assets represent a portion of the total assets which were anticipated to be sold under one of the Asset Options as described above. Following the sale of the intellectual property assets pursuant to the fifth amendment, there is \$700,000 in remaining assets that may be sold to flyExclusive under the terms of the Agreement, as amended.

On December 16, 2025 the Company announced a stock dividend of shares of flyExclusive stock to Volato shareholders of record as of December 26, 2025. The dividend was effected in January 2026.

Key Factors Affecting Results of Operations

We believe that the below key factors have affected our financial condition and results of operations and may continue to have a significant effect. In addition, upon closing the Merger our financial condition and results of operations will be impacted by those of M2i and its industry.

Airplane Sales

During 2024, we took delivery of one Gulfstream G280 aircraft, which was delivered and sold to a third party in the third quarter of 2024. In January 2025, we took delivery of one Gulfstream G280 aircraft, which was delivered and sold to a third party in February 2025. In April 2025, we took delivery of one Gulfstream G280 aircraft, which was delivered and sold to a third party in June 2025. We took delivery of the fourth Gulfstream G280 in October 2025 and sold to a third party in December 2025. We do not expect to take delivery of additional aircraft in 2026.

Costs and Expense Management

In 2022 and 2023, we invested in the core business systems, processes and people required to safely operate a growing, publicly traded private aviation company. In September 2024, we entered into an agreement with flyExclusive to transition our fleet operations to flyExclusive. This move resulted in substantial cost savings and provided us with the opportunity to focus on what we believe to be our high-growth areas, including aircraft sales and proprietary software. We have benefited from the margins on aircraft sales without the burden of operational costs, while also generating revenue from our proprietary software, including the Vaunt platform, our empty leg consumer app.

Economic Conditions

The private aviation industry is volatile and affected by economic cycles and trends. Our financial performance is susceptible to economically driven changes in demand for our Vaunt platform. Historically, our cost structure and private aviation demand levels had been greatly impacted by the price of jet fuel, pilot salaries and availability, changes in government regulations, consumer confidence, safety concerns, and other factors.

Results of Operations

Comparison of twelve months ended December 31, 2025 and 2024

The following table sets forth our results of operations for the twelve months ended December 31, 2025 and 2024 (in thousands, except percentages):

	Twelve Months Ended December 31,		Change In	
	2025	2024	\$	%
Revenue	\$ 78,559	\$ 39,064	\$ 39,495	101 %
Costs and expenses:				
Cost of revenue	63,871	32,181	31,690	98 %
Selling, general and administrative	10,728	15,506	(4,778)	(31)%
Total costs and expenses	74,599	47,687	26,912	56 %
Operating income (loss)	3,960	(8,623)	12,583	(146)%
Other income (expenses):				
Other income, net	10,139	212	9,927	N/M
Other expense	(6,116)	—	(6,116)	N/M
Loss from change in fair value of financial instruments	(2,074)	(2,983)	909	(30)%
Loss on extinguishment of debt	—	(2,804)	2,804	N/M
Interest expense, net	(4,848)	(7,493)	2,645	(35)%
Other income (expenses), net	(2,899)	(13,068)	10,169	(78)%
Income (loss) before provision for income taxes and discontinued operations	1,061	(21,691)	22,752	(105)%
Provision for (benefit from) incomes taxes	207	(507)	714	N/M
Net income (loss) from continuing operations	854	(21,184)	22,038	(104)%
Net income (loss) from discontinued operations, net of taxes	4,319	(19,461)	23,780	(122)%
Net income (loss)	\$ 5,173	\$ (40,645)	\$ 45,818	(113)%

N/M - the percentage change is not meaningful

Revenue

Revenue consists of the following (in thousands, except percentages):

	Twelve Months Ended December 31,		Change In	
	2025	2024	\$	%
Aircraft sales	\$ 77,100	\$ 38,150	\$ 38,950	102 %
Subscription	1,459	914	545	60 %
Total	\$ 78,559	\$ 39,064	\$ 39,495	101 %

Revenue increased by \$39.5 for the twelve months ended December 31, 2025, compared to the twelve months ended December 31, 2024. The increase in revenue was the result of an increase in aircraft sales of \$39.0 million, as we took delivery of three aircraft during the year, and an increase in subscription based revenue of \$0.5 million during the twelve months ended December 31, 2025 compared to the prior year period. The increase in subscription based revenues is attributable to our Vaunt platform which began to generate revenue during the 2024 fiscal year and continuing throughout 2025.

Cost of Revenue

Cost of revenue comprises expenses tied to the associated revenue streams: aircraft sales and subscription based revenue. Aircraft sales cost of revenue is the purchase price of the aircraft. Subscription cost include costs we incur related to our proprietary software, the Vaunt platform.

Cost of revenue consists of the following (in thousands, except percentages):

	Twelve Months Ended December 31,		Change In	
	2025	2024	\$	%
Aircraft sales	\$ 63,365	\$ 32,037	\$ 31,328	98 %
Subscription	506	145	361	249 %
Total	\$ 63,871	\$ 32,182	\$ 31,689	98 %

Cost of revenue increased by \$31.7 million for the twelve months ended December 31, 2025 compared to the twelve months ended December 31, 2024. The increase in cost of revenue was primarily a result of an increase in aircraft sales as we purchased and took delivery of three aircraft during the twelve months ended December 31, 2025.

Selling, general and administrative

Selling, general and administrative expenses decreased by \$4.8 million for the twelve months ended December 31, 2025, compared to the twelve months ended December 31, 2024. The decrease in selling, general and administrative is primarily related to the cost savings initiatives implemented during 2024 and that continued through 2025.

Loss on change in fair value of financial instruments

For the twelve months ended December 31, 2025, the loss on change in fair value of financial instruments relates to the fair value adjustments on the 2024 Convertible Notes resulting in a non-cash loss of \$1.5 million. The loss also includes a loss on the Investment in M2i share exchange of \$0.9 million, a loss on the Investment of flyExclusive of \$41 thousand offset by a gain on the fair value of the aviation asset of \$0.3 million for the twelve months ended December 31, 2025.

For the twelve months ended December 31, 2024, the loss on change in fair value of \$3.0 million was the result of the fair value adjustment on the Forward Purchase Agreement (as defined below). In July 2024, the Forward Purchase Agreement was terminated.

Interest Expense, Net

Interest expense, net primarily consists of interest related to our aircraft brokerage and services agreement with OgaraJets LLC and the pre-delivery payment agreement with SAC Leasing G280 LLC. Both agreements were terminated in 2025. Interest expense was offset by interest income on the note receivable related to our sale of GC Aviation, Inc. in March 2025.

Interest expense, net decreased \$2.6 million during the twelve months ended December 31, 2025 compared to the twelve months ended December 31, 2024 primarily as a result of the interest related to the pre-delivery payment agreement with SAC Leasing G280 LLC in 2024.

Liquidity and Capital Resources

Overview

Our principal sources of liquidity have historically consisted of financing activities, including proceeds from the issuance of stock, borrowings under our credit facilities, and proceeds from sales of debt and equity securities. We additionally generate revenue through aircraft sales and sales subscriptions to our software application. As of December 31, 2025, we had \$4.7 million of cash and cash equivalents.

Our primary needs for liquidity are to fund working capital, debt service requirements, and for general corporate purposes.

We believe the primary factors that could affect our liquidity include whether the closing conditions under the Securities Purchase Agreement are met (or waived) such that we are able to issue one or more additional convertible notes under that arrangement, our ability to raise additional funds on favorable terms, the timing and extent of spending on software development and other growth initiatives, our ability to manage our expense, and overall economic conditions. To the extent that our current liquidity is insufficient to fund future activities, we will need to raise additional capital. We may attempt to raise additional capital through the sale of equity securities, through debt financing arrangements, or both. Raising additional capital by issuing equity securities will dilute the ownership of existing stockholders. The occurrence of additional debt financing would result in debt service obligations, and any future instruments governing such debt could provide for operating and financing covenants that could restrict our operations. In the event that additional capital is required from outside sources, we may not be able to raise it on terms acceptable to us or at all.

Except for our 2025 fiscal year, we have historically incurred negative cash flows from operating activities and significant losses from operations. Management believes that its current cash position, along with proceeds from future debt and/or equity financings, when combined with prudent expense management, will allow the Company to continue as a going concern and to fund its operations for at least one year from the date of this Annual Report. There are no assurances, however, that management will be able to raise capital or debt on terms acceptable to the Company. If the Company is unable to obtain sufficient additional capital or debt on terms acceptable to the Company, the Company may be required to reduce the near-term scope of its planned development and operations, which could delay implementation of the Company's business plan and harm its business, financial condition, and operating results. These above matters raise substantial doubt about the Company's ability to continue as a going concern.

Cash Flows

The following table summarizes our cash flows for the twelve months ended December 31, 2025, and 2024 (in thousands):

	Twelve Months Ended December 31,	
	2025	2024
Net cash provided by (used in) operating activities	\$ 3,492	\$ (16,919)
Net cash used in investing activities	(8,076)	(115)
Net cash provided by financing activities	5,282	4,311
Net increase (decrease) in cash and restricted cash	\$ 698	\$ (12,723)

Cash Flow from Operating Activities

Net cash used in operating activities for the twelve months ended December 31, 2025 was \$3.5 million. The cash outflow from operating activities consisted of our net income of \$5.2 million, non-cash items of \$0.4 million, and a change in net operating assets and liabilities of \$7.8 million. The change in net operating assets and liabilities was primarily a result of a decrease in prepaid and other current assets of \$0.5 million, a decrease in accounts payable and accrued liabilities of \$0.1 million offset by a decrease in deposits of \$8.2 million and an increase in contract assets of \$0.6 million. The change in net assets and liabilities for discontinued operations for the twelve months ended December 31, 2025 was \$9.1 million.

Net cash used in operating activities for the twelve months ended December 31, 2024 was \$16.9 million. The cash outflow from operating activities consisted of our net loss of \$40.6 million, non-cash items of \$6.8 million and a change in net operating assets and liabilities of \$17.0 million. The increase in net operating assets and liabilities was primarily as a result of an increase in customer deposits and deferred revenue of \$9.1 million, a decrease in aircraft deposits of \$4.3 million and an increase in accounts payable and accrued liabilities of \$2.8 million. The change in net assets and liabilities for discontinued operations for the twelve months ended December 31, 2024 was \$100 thousand.

Cash Flow from Investing Activities

Net cash used in investing activities for the twelve months ended December 31, 2025 was \$8.1 million. The cash flow from investing activities consisted of the payoff of the G280 liability issued for the flyExclusive investment, the purchase of property and equipment, offset by the sale of property and equipment.

Net cash used in investing activities for the twelve months ended December 31, 2024 was \$115 thousand. The cash flow from investing activities consisted primarily of the purchase of property and equipment.

Cash Flow from Financing Activities

Net cash provided by financing activities for the twelve months ended December 31, 2025 was \$5.3 million. Cash flow provided by financing activities consisted of the proceeds from the issuance of convertible promissory notes totaling \$6.0 million (as described in Notes 10) and \$0.5 million from the proceeds of common stock issued in our at-the-market offering program, offset by the repayment on loans of \$1.1 million.

Net cash used in financing activities for the twelve months ended December 31, 2024 was \$4.3 million. Cash flow from financing activities consisted of proceeds of \$8.1 million from the issuance of the term loan described in Note 11 and a convertible note. This was offset by the payments on debt of \$3.9 million. The cash used in financing from discontinued operations was \$0.1 million for the twelve months ended December 31, 2024.

Sources of Liquidity

To date, we have financed our operations primarily as a result of the 2023 business combination, sales of preferred stock, borrowings of long-term and short-term debt, loans and convertible notes. As of December 31, 2025, we had negative working capital of approximately \$3.9 million and our primary source of liquidity was cash totaling \$4.7 million. Based on our recent trends, we expect to fund our operations in 2026 from our cash on hand, cash from operations, one or more sales of convertible promissory notes in accordance with the Securities Purchase Agreement described in Note 2 and Note 10 to our unaudited financial statements in this Annual Report and potentially additional sales of equity or debt securities (including potential sales of common stock in our at-the-market sales program described below and elsewhere in this Annual report). The Company believes it has the ability to generate and obtain enough cash to meet its obligations for the next 12 months.

The Company entered into the pre-delivery payment agreement on October 5, 2022, with SAC Leasing G280, LLC to obtain loans in the aggregate amount of \$40.5 million for the purchase of four (4) Gulfstream G280 aircraft to be delivered in 2024 and 2025. The maturity date was the earlier of the delivery date of the aircraft or September 14, 2025, which is thirty-five (35) months from the date of funding. The purchase agreement contracts were assigned to SAC Leasing G280 LLC as collateral on this credit facility. In the third quarter of 2024, \$9.0 million was repaid to SAC Leasing G280 LLC as a result of the delivery of the first Gulfstream G280. In the first quarter of 2025, an additional \$19.5 million was repaid to SAC Leasing G280 LLC as a result of the delivery of the second Gulfstream G280 and the return of \$9.0 million in deposits related to the fourth Gulfstream G280. After the delivery of the second Gulfstream G280 and the deposit return related to the fourth Gulfstream G280, the outstanding balance of the credit facility from SAC Leasing G280 was \$8.5 million, net. In the second quarter of 2025, with the delivery of the third G280, the remaining outstanding balance of the SAC Leasing G280 credit facility was paid in full.

On December 5, 2025, the Company entered into an Equity Distribution Agreement with Virtu Americas LLC (the “Agent”), pursuant to which the Agent will act as the Company’s sole sales agent or principal with respect to the offer and sale from time-to-time of shares of the Company’s Class A Common Stock, having an aggregate gross sales price of an aggregate of up to \$9.3 million.

Contractual Obligations and Commitments

Our principal contractual commitments consist of obligations under our convertible promissory notes and operating leases.

Critical Accounting Policies and Estimates

Our management’s discussion and analysis of our financial condition and results of our operations is based on our consolidated financial statements and accompanying notes, which have been prepared in accordance with GAAP. Certain amounts included in or affecting the consolidated financial statements presented in this Annual Report and related disclosure must be estimated, requiring management to make assumptions with respect to values or conditions which cannot be known with certainty at the time the consolidated financial statements are prepared. Management believes that the accounting policies set forth below comprise the most important “critical accounting policies” for the company. A “critical accounting policy” is one which is both important to the portrayal of our financial condition and results of operations and that involves difficult, subjective, or complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain. Management evaluates such policies on an ongoing basis, based upon historical results and experience, consultation with experts and other methods that management considers reasonable in the particular circumstances under which the judgments and estimates are made, as well as management’s forecasts as to the manner in which such circumstances may change in the future.

Revenue Recognition

Revenues are recognized on a gross basis and presented on the consolidated statements of operations net of rebates, discounts, and taxes collected concurrent with revenue-producing activities. The transaction price in the Company’s contracts with its customers is fixed at the time control of goods and services are transferred to the customer. Therefore, the Company does not estimate variable consideration or perform a constraint analysis for our contracts.

The Company determines revenue recognition pursuant to Accounting Standards Codification (“ASC”) 606, Revenue from Contracts with Customers, through the following steps:

1. Identification of the contract, or contracts, with a customer.
2. Identification of the performance obligation(s) in the contract.
3. Determination of the transaction price.
4. Allocation of the transaction to the performance obligation(s) in the contract.
5. Recognize revenue when or as the entity satisfies a performance obligation.

The Company generates revenue primarily through: (i) the sale of aircraft and (ii) our Vaunt software-as-a-subscription platform. Revenue is recognized when control of the promised service is transferred to a customer, in an amount that reflects the consideration the Company expects to be entitled to in exchange for those services. At contract inception, the Company assesses the goods and services promised in its contracts with customers and identifies, as a performance obligation, each promise to transfer a good or service to a customer that is distinct. To identify its performance obligations, the Company considers all of the goods and services promised in the contract regardless of whether they are explicitly stated or are implied by customary business practices.

For each revenue stream, we evaluate whether our obligation is to provide the good or service itself, as the principal or to arrange for the good or service to be provided by the other party, as the agent, using the control model. In such circumstances, the Company is primarily responsible for satisfying the overall performance obligation with the customer and is considered the principal in the relationship.

Revenue from aircraft sales is recognized upon the delivery of the aircraft.

Stock-Based Compensation

The Company accounts for stock-based compensation costs under the provisions of ASC 718, Compensation—Stock Compensation (“ASC 718”), which requires the measurement and recognition of compensation expense related to the fair value of stock-based compensation awards that are ultimately expected to vest. The Company recognizes the cost of services received in exchange for awards of equity instruments based on the grant-date fair value of equity awards. This cost is recognized as expense over the employee’s requisite vesting period or over the nonemployee’s period of providing goods or services. Any forfeitures of stock-based compensation are recorded as they occur.

The Company utilizes the Black Scholes valuation model to value the issuance of stock-based compensation. See Note 14, “Shareholders’ Equity (Deficit)” of the accompanying Notes to Consolidated Financial Statements.

JOBS Act

We are an “emerging growth company” as defined in the JOBS Act. The JOBS Act permits emerging growth companies to take advantage of an extended transition period to comply with new or revised accounting standards, delaying the adoption of these accounting standards until they would apply to private companies. We have elected to use this extended transition period under the JOBS Act until the earlier of the date we (i) are no longer an emerging growth company or (ii) affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. As a result, our financial statements may not be comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates. The Company’s financial statements have not been impacted by the JOBS Act as of December 31, 2025.

We have chosen to rely on the other exemptions and reduced reporting requirements provided by the JOBS Act. Subject to certain conditions set forth in the JOBS Act, as an “emerging growth company” we are not required to, among other things, (i) provide an auditor’s attestation report on our system of internal control over financial reporting pursuant to Section 404 of SOX, (ii) provide all of the compensation disclosure that may be required of non-emerging growth public companies, (iii) comply with any requirement that may be adopted by the Public Company Accounting Oversight Board (United States) regarding mandatory audit firm rotation or a supplement to the auditor’s report providing additional information about the audit and the consolidated financial statements (auditor discussion and analysis) and (iv) disclose certain executive compensation-related items, such as the correlation between executive compensation and performance and comparisons of the chief executive officer’s compensation to median employee compensation. We may remain an emerging growth company until the last day of the fiscal year ending after the fifth anniversary of our IPO, although circumstances could cause us to lose that status earlier, including if we become a “large accelerated filer” as defined in Rule 12b-2 under the Exchange Act or if we have total annual gross revenue of \$1.235 billion or more during any fiscal year before that time, in which cases we would no longer be an emerging growth company as of the following December 31 or, if we issue more than \$1.0 billion in non-convertible debt during any three year period before that time, we would cease to be an emerging growth company immediately.

Recent Accounting Pronouncements

For further information on recent accounting pronouncements, see Note 2 “Summary of Significant Accounting Policies” of the accompanying consolidated financial statements included elsewhere in this Annual Report.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The Company is not required to provide the information required by this Item as it is a “smaller reporting company,” as defined in Rule 12b-2 of the Exchange Act.

ITEM 8. FINANCIAL STATEMENTS

**INDEX TO THE CONSOLIDATED FINANCIAL STATEMENTS
VOLATO GROUP, INC.**

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and the Board of Directors
Volato Group, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheet of Volato Group, Inc. and its subsidiaries (the “Company”) as of December 31, 2025, and the related consolidated statements of operations, changes in shareholders’ equity (deficit) and cash flows for the year then ended, and the related notes to the consolidated financial statements (collectively, the “financial statements”). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025, and the results of its operations and its cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

We have also audited the adjustments to the December 31, 2024 consolidated financial statements to retrospectively apply the adjustments to the reporting of discontinued operations related to GC Aviation, Inc. for the year ended December 31, 2024, as described in Notes 2 and 3. In our opinion, such adjustments are appropriate and have been properly applied. We were not engaged to audit, review, or apply any procedures to the December 31, 2024 consolidated financial statements of the Company other than with respect to the adjustments and, accordingly, we do not express an opinion or any other form of assurance on the December 31, 2024 consolidated financial statements taken as a whole.

Substantial Doubt about the Company’s Ability to Continue as a Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the consolidated financial statements, the Company has an accumulated deficit and a working capital deficit. These conditions raise substantial doubt about its ability to continue as a going concern. Management’s plans in regard to these matters are also described in Note 2. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Basis for Opinion

These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

/s/ Elliott Davis, PLLC

We have served as the Company’s auditor since 2025.

Elliott Davis
Charlotte, North Carolina
March 12, 2026



REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders
Volato Group, Inc.

Opinion on the Financial Statements

We have audited, before the effects of the adjustments to apply the accounting for discontinued operations of GC Aviation, Inc. described in Note 3, the accompanying consolidated balance sheets of Volato Group, Inc. and Subsidiaries (the Company) as of December 31, 2024, and the related statements of operations, shareholders' equity (deficit), and cash flows for the year ended December 31, 2024, and the related notes to the consolidated financial statements (collectively referred to as the consolidated financial statements). The 2024 consolidated financial statements before the effects of the adjustments for discontinued operations of GC Aviation, Inc. discussed in Note 3 are not presented herein. In our opinion, the consolidated financial statements, before the effects of the adjustments to apply the accounting for discontinued operations of GC Aviation, Inc. described in Note 3, present fairly, in all material respects, the financial position of the Company as of December 31, 2024, and the results of its operations and its cash flows for the year ended December 31, 2024, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

We were not engaged to audit, review, or apply any procedures to adjustments to apply the accounting for discontinued operations of GC Aviation, Inc. described in Note 3 and, accordingly, we do not express an opinion or any other form of assurance about whether such adjustments are appropriate and have been properly applied. Those adjustments were audited by Elliott Davis, PLLC.

We have served as the Company's auditor since 2022.

A handwritten signature in blue ink that reads "Rose, Snyder & Jacobs LLP".

Rose, Snyder & Jacobs LLP

We served as the Company's auditor from 2022 to 2025.

Encino, California

March 31, 2025

VOLATO GROUP, INC.
CONSOLIDATED BALANCE SHEETS
(Amounts in thousands, except par value amounts)

	December 31, 2025	December 31, 2024
ASSETS		
Current assets:		
Cash	\$ 4,698	\$ 2,161
Restricted cash	—	1,839
Accounts receivable, net	101	2
Contract assets, net	636	—
Deposits	70	36,000
Note receivable, current	206	—
Investment in M2i	1,197	—
Investment in flyExclusive	1,739	—
Aviation asset option	324	—
Prepaid expenses and other current assets	572	1,031
Current assets - discontinued operations	267	2,281
Total current assets	9,810	43,314
Property and equipment, net	323	680
Operating lease, right-of-use assets	128	167
Deposits	—	300
Note receivable, non-current	1,693	—
Non-current assets - discontinued operations	—	1,838
Total assets	\$ 11,954	\$ 46,299
LIABILITIES AND SHAREHOLDERS' EQUITY (DEFICIT)		
Current liabilities:		
Accounts payable and accrued liabilities	\$ 3,394	\$ 5,452
Dividend payable	1,637	—
Convertible notes, net	4,230	4,050
Operating lease liability	43	39
Credit facility and other loans	—	28,855
Customer deposits and deferred revenue	2,823	11,386
Current liabilities - discontinued operations	1,591	12,418
Total current liabilities	13,718	62,200
Operating lease liability, non-current	85	128
Non-current liabilities - discontinued operations	—	305
Total liabilities	\$ 13,803	\$ 62,633
COMMITMENTS AND CONTINGENCIES (Note 15)		
Shareholders' deficit:		
Common Stock Class A, \$0.0001 par value; 200,000,000 authorized; 9,510,784 and 1,843,852 shares issued and outstanding as of December 31, 2025 and December 31, 2024, respectively	\$ 5	\$ 5
Additional paid-in capital	98,917	87,968
Accumulated deficit	(100,771)	(104,307)
Total shareholders' deficit	(1,849)	(16,334)
Total liabilities and shareholders' equity	\$ 11,954	\$ 46,299

The accompanying notes are an integral part of these consolidated financial statements.

VOLATO GROUP, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(Amounts in thousands, except share data)

	Twelve Months Ended December 31,	
	2025	2024
Revenue	\$ 78,559	\$ 39,064
Costs and expenses:		
Cost of revenue	63,871	32,181
Selling, general and administrative	10,728	15,506
Total costs and expenses	74,599	47,687
Operating income (loss)	3,960	(8,623)
Other income (expenses):		
Other income, net	10,139	212
Other expense	(6,116)	—
Loss from change in fair value of financial instruments	(2,074)	(2,983)
Loss on extinguishment of debt	—	(2,804)
Interest expense, net	(4,848)	(7,493)
Other income (expenses), net	(2,899)	(13,068)
Income (loss) before provision for income taxes and discontinued operations	1,061	(21,691)
Provision for (benefit from) incomes taxes	207	(507)
Net income (loss) from continuing operations	854	(21,184)
Net income (loss) from discontinued operations, net of taxes	4,319	(19,461)
Net income (loss)	\$ 5,173	\$ (40,645)
Basic and diluted net loss per share:		
Net income (loss) per share from continuing operations, basic	\$ 0.19	\$ (12.73)
Net income (loss) per share from continuing operations, diluted	\$ 0.19	\$ (12.73)
Net income (loss) per share from discontinued operations, basic	\$ 0.98	\$ (11.69)
Net income (loss) per share from discontinued operations, diluted	\$ 0.98	\$ (11.69)
Net income (loss) per share, basic	\$ 1.18	\$ (24.42)
Net income (loss) per share, diluted	\$ 1.18	\$ (24.42)
Weighted average common shares outstanding:		
Basic	4,386,829	1,664,502
Diluted	4,386,829	1,664,502

The accompanying notes are an integral part of these consolidated financial statements.

VOLATO GROUP, INC.
CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY (DEFICIT)
(Amounts in thousands, except shares)

	Class A Common Stock			Additional Paid-in Capital	Retained Deficit	Total Shareholders' Equity (Deficit)
	Shares	Amount				
Balance as of December 31, 2023, as adjusted	1,121,738	\$ 3	\$ 78,410	\$ (63,662)	\$ 14,751	
Stock-based compensation	—	—	211	—	211	
Exercise of stock options	34,052	—	94	—	94	
Issuance of common stock	639,720	2	5,003	—	5,005	
Common stock and warrant reclass from in-kind liability to APIC	48,342	—	4,250	—	4,250	
Net loss	—	—	—	(40,645)	(40,645)	
Balance as of December 31, 2024	<u>1,843,852</u>	<u>\$ 5</u>	<u>\$ 87,968</u>	<u>\$ (104,307)</u>	<u>\$ (16,334)</u>	
Stock-based compensation	—	—	605	—	605	
Issuance of common stock	7,666,932	—	10,344	—	10,344	
Dividends payable	—	—	—	(1,637)	(1,637)	
Net income	—	—	—	5,173	5,173	
Balance at December 31, 2025	<u><u>9,510,784</u></u>	<u><u>\$ 5</u></u>	<u><u>\$ 98,917</u></u>	<u><u>\$ (100,771)</u></u>	<u><u>\$ (1,849)</u></u>	

The accompanying notes are an integral part of these consolidated financial statements.

VOLATO GROUP, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Amounts in thousands)

	Twelve Months Ended December 31,	
	2025	2024
Operating activities:		
Net income (loss) from continuing operations	\$ 854	\$ (21,184)
Net income (loss) from discontinued operations	4,319	(19,461)
Adjustments to reconcile net income (loss) to cash provided by (used in) operating activities:		
Loss on G280 option from flyExclusive amendment	6,116	—
Depreciation and amortization expense	297	341
Non-monetary exchange	238	—
Stock compensation expense	605	211
Loss (gain) from sale of property and equipment	6	(2)
Loss on extinguishment of debt	—	2,804
Loss on impairment of intangible assets	—	130
Loss from sale of consolidated entity	35	—
Gain on settlement of liabilities	(10,049)	—
Amortization right-of-use asset	39	34
Amortization of debt discount	283	301
Change in fair value forward purchase agreement	—	2,983
Change in fair value of convertible notes	1,488	—
Loss on investment in M2i	869	—
Loss on investment in flyExclusive	41	—
Gain on aviation asset option	(324)	—
Changes in assets and liabilities:		
Accounts receivable	(199)	—
Contract assets, net	(636)	—
Prepaid and other current assets	459	751
Deposits	8,237	4,325
Account payable and accrued liabilities	(110)	2,845
Operating lease liability	—	(34)
Customers' deposits and deferred revenue	38	9,137
Net cash provided by operating activities from continuing operations	8,287	2,642
Net cash used in operating activities from discontinued operations	(4,795)	(19,561)
Net cash provided by (used in) operating activities	3,492	(16,919)
Investing activities:		
Payoff of liability issued for flyExclusive investment	(7,796)	—
Cash payment for property and equipment	(211)	(145)
Proceeds from the sale of property and equipment	30	33
Interests on Note receivable	(99)	—
Cash used in investing activities - discontinued operations	—	(3)
Net cash used in investing activities	(8,076)	(115)
Financing activities:		
Principal payment on lease obligations	(39)	—
Repayments of lines of credit	—	(1,000)
Proceeds from issuance of term loan	—	4,000
Proceeds from issuance of convertible notes, net	6,048	4,050

Proceeds from issuance of shares under at-the-market sales plan	463	
Costs of share issuance	(66)	—
Repayment on loans	(1,124)	(2,928)
Proceeds from exercise of stock options	—	94
Cash provided by financing activities - discontinued operations	—	95
Net cash provided by financing activities	5,282	4,311
Net increase (decrease) in cash	698	(12,723)
Cash and restricted cash, beginning of period	4,000	16,723
Cash and restricted cash, end of period	\$ 4,698	\$ 4,000
Supplemental disclosure of cash flow information:		
Cash paid for interest	\$ 989	\$ 5,640
Cash paid for income taxes	\$ 497	\$ —
Non-Cash Investing and Financing Activities:		
Note receivable from sale of GC Aviation, Inc.	\$ 1,800	\$ —
Non-cash interest	\$ 3,981	\$ —
Credit facility for the aircraft deposits	\$ (28,500)	\$ —
In-kind dividend payable	\$ 1,637	\$ —
Issuance of shares for convertible notes	\$ 7,356	\$ —
Investment in M2i - share exchange	\$ (2,065)	\$ —
Investment in flyExclusive	\$ (1,780)	\$ —
Liability issued for flyExclusive investment	\$ 7,796	\$ —
Financing for aircraft purchase	\$ 55,861	\$ —
Settlement on liability for aircraft purchase	\$ (55,950)	\$ —
Financed deposits on aircraft	\$ 28,500	\$ —
Issuance of shares in exchange for debt reduction	\$ 523	\$ —
Release of receivable via investment in flyExclusive	\$ 100	\$ —
Initial recognition of right-of-use asset	\$ —	\$ 201

The accompanying notes are an integral part of these consolidated financial statements.

VOLATO GROUP, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2025

NOTE 1 – ORGANIZATION AND DESCRIPTION OF BUSINESS

Volato Group, Inc. (“we”, “us”, “the Company”, or “Volato”) is a holding company for several wholly owned subsidiaries, including Volato, Inc., Fly Vaunt, LLC, Gulf Coast Aviation, LLC (f/k/a Gulf Coast Aviation, Inc.), Volato Merger Subsidiary, Inc., and Parslee, LLC. The Company’s primary operating subsidiary was founded in 2021. That year, the Company entered the private jet charter and fractional ownership market with its Part 135 HondaJet ownership program, taking delivery of its first jet in August 2021 and completing its first Part 135 charter flight in October of 2021. In March 2022, the Company acquired Gulf Coast Aviation, Inc. (n/k/a Gulf Coast Aviation, LLC), owner of G C Aviation, Inc., a Texas entity and Part 135 air carrier certificate holder. In March 2022, the Company placed orders for four Gulfstream G280s for delivery in 2024 and 2025. In September 2022, the Company started internal development on its full suite Flight Management Software platform Mission Control, and in the fourth quarter of 2023 the Company commercially launched Vaunt, our proprietary consumer facing empty leg platform.

In September 2024, the Company entered into an agreement with flyExclusive, Inc., (“flyExclusive”) a leading provider of private jet charter services, to transition the management of its aircraft ownership fleet operations to flyExclusive. This move was intended to bring substantial cost savings and allow Volato to focus on its potential high-growth areas, including aircraft sales and proprietary software products. The Company has continued to take delivery of new aircraft and also generate revenue from its proprietary software, including the Vaunt platform, its empty leg consumer app. In the fourth quarter of 2024, we transferred our aircraft lease agreements to flyExclusive and have no further obligations under the aircraft lease agreements or control over flight operations. The Company has retained insider card liabilities of \$0.3 million that is included in discontinued operations as of December 31, 2025.

On February 24, 2025, the Company effected a reverse stock split of its issued and outstanding Class A common stock (also referred to as “common stock” in this Annual Report), at a ratio of 1-for-25 (the “Reverse Stock Split”) with no change in par value. All share amounts have been retroactively adjusted to account for the split as if it occurred at inception.

On March 20, 2025, the Company sold its former subsidiary GC Aviation, Inc., which holds the FAA Part 135 certificate for \$2.0 million, of which \$1.8 million was a note receivable.

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 Volato (“Merger Sub”), and M2i Global, Inc., a Nevada corporation (“M2i”), pursuant to which Merger Sub will merge with and into M2i, with M2i surviving the merger as a wholly-owned subsidiary of Volato (together with all other transactions contemplated by the Merger Agreement, the “Merger”). The Merger is subject to approval by the Company’s stockholders and other customary closing conditions. Upon consummation of the Merger, it is currently expected that M2i’s stockholders will own approximately 85% of the combined company.

In July 2025, the Company began development of an Artificial Intelligence based software platform designed to enhance the reliability of leading large language models when analyzing contracts, SEC filings and reports, and other structured documents.

On October 1, 2025, the Company entered into a Fourth Amendment (the “Amendment”) to Aircraft Management Services Agreement (as amended the “Agreement”) with flyExclusive to bring the Agreement in line with Company’s anticipated shift in operations, new business directives, and to better accommodate the proposed Merger with M2i. The Amendment served to (i) modify the term of the Agreement; (ii) grant 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”); (iii) grant 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”); (iv) obligate flyExclusive to pay the Company \$100,000 upon execution of the Amendment as settlement of net payables owed by flyExclusive to the Company under the terms of the Agreement (the “Net Payables Obligation”); and (v) modify the material terms of flyExclusive’s right to cause the Company to merge with and into a wholly owned subsidiary of flyExclusive (the “flyExclusive Merger Option”), including that the flyExclusive Merger Option is to be only exercisable in the event that the Company and M2i terminate the Merger Agreement. flyExclusive paid the Net Payables Obligation by issuing the Company 20,576 shares of Class A common stock.

As consideration for the execution of the Amendment, flyExclusive agreed to pay \$2,000,000 to the Company, in cash or shares of flyExclusive Class A common stock, in exchange for the right to receive either (i) the net proceeds that the Company receives from the sale of a certain G280 aircraft, or (ii) if, and only if, Gulfstream provides written consent, assignment of the G280 Agreement from the Company to flyExclusive subject to the execution of an asset purchase agreement relating solely to the transfer of the G280 Agreement. The G280 aircraft was later delivered to the Company pursuant to an existing agreement (the “G280 Agreement”) with Gulfstream Aerospace Corporation (“Gulfstream”). flyExclusive elected to pay all of the \$2,000,000 in shares of its Class A common stock and issued an aggregate of 411,523 shares of its Class A common stock to the Company, which occurred in Q4 2025.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Going concern, liquidity, and capital resources

The Company has limited operating history, and although the Company has realized net income of approximately \$5.2 million for the twelve months ended December 31, 2025, the Company has a working capital deficit of approximately \$3.9 million and an accumulated deficit of approximately \$100.8 million as of December 31, 2025.

These above matters raise substantial doubt about the Company's ability to continue as a going concern. During the next twelve months, the Company intends to fund its operations through the issuance of financial instruments including debt or equity securities and revenues from operations.

Accordingly, management believes that its current cash position, along with its proceeds from future debt and/or equity financings, when combined with prudent expense management, will allow the Company to continue as a going concern and to fund its operations for at least one year from the date of issuance of these financial statements. There are no assurances, however, that management will be able to raise capital or debt on terms acceptable to the Company. If the Company is unable to obtain sufficient additional capital or debt on terms acceptable to the Company, the Company may be required to reduce the near-term scope of its planned development and operations, which could delay implementation of the Company’s business plan and harm its business, financial condition, and operating results. The balance sheets do not include any adjustments that might result from these uncertainties.

Basis of presentation

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP” or “GAAP”) on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities and commitments in the normal course of business and following the requirements of the Securities and Exchange Commission (the “SEC”).

Reclassifications

Certain amounts in 2024 have been reclassified to conform with the current period’s presentation to reflect discontinued operations.

Principles of consolidation

The consolidated financial statements include the Company's accounts and the accounts of its wholly owned subsidiaries. All intercompany transactions and balances have been eliminated.

Use of estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates. Such estimates include:

- Useful lives of property, plant, and equipment.
- Assumptions used in valuing debt or equity instruments.
- Deferred income taxes and related valuation allowance.
- Assessment of long-lived assets impairment.
- Assumptions used in the aviation asset put/call option.

Cash and restricted cash

Cash consists primarily of cash on hand and bank deposits. The Company maintains cash deposits with financial institutions that may exceed federally insured limits at times. The Company considers all highly liquid investments with an original maturity of three months or less when purchased to be cash equivalents. At December 31, 2025 and December 31, 2024, the Company had no cash equivalents besides what was in the cash balance as of that date. The Company had zero and \$1.8 million of restricted cash at December 31, 2025, and December 31, 2024, respectively, which served as collateral for the credit facility with SAC Leasing G280 LLC described in Note 11 below.

Accounts receivable

Accounts receivables are reported on the consolidated balance sheets at the outstanding principal amount adjusted for any allowance for credit losses and any charge offs. The Company provides an allowance for credit losses to reduce trade receivables to their estimated net realizable value equal to the amount that is expected to be collected. This allowance is estimated based on historical collection experience, the aging of receivables, specific current and expected future macro-economic and market conditions, and assessments of the current creditworthiness and economic status of customers. The Company considers a receivable delinquent if it is unpaid after the term of the related invoice has expired. Balances that are still outstanding after management has used reasonable collection efforts are written off. The Company reviews its allowance for credit losses on a quarterly basis.

During the twelve months ended December 31, 2025 and 2024, the Company recognized \$147 thousand and zero of bad debt expense, respectively.

Fixed assets

Fixed assets are stated at cost, less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the respective assets, which range from three to seven years:

Classification	Life
Machinery and equipment	3-7 years
Automobiles	5 years
Computer and office equipment	5 years
Website development costs	3 years

Computer software development

Software development costs are accounted for in accordance with Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) 350-40, *Internal Use Software*. Internal software development costs are capitalized from the time the internal use software is considered probable of completion until the software is ready for use. Business analysis, system evaluation and software maintenance costs are expensed as incurred. The capitalized computer software development costs are reported under the section “Property and equipment, net” in the consolidated balance sheets and are amortized using the straight-line method over the estimated useful life of the software, generally three years from when the asset is placed in service. The Company capitalized \$211 thousand and \$142 thousand and of internal software development costs during the twelve months ended December 31, 2025 and 2024, respectively. The Company recognized \$158 thousand and \$132 thousand of amortization expense related to computer software development during the twelve months ended December 31, 2025 and 2024, respectively. The Company also expenses internal costs related to minor upgrades and enhancements, as it is impractical to separate these costs from normal maintenance activities. During the twelve months ended December 31, 2025, the Company reduced the value of software development cost by \$238 thousand, related to a non-monetary exchange with a third party and their use of our mission control software. This software development cost was originally developed for internal use and has subsequently been licensed to a third party in a non-monetary transaction.

Website development cost

The costs incurred for activities during the website application and infrastructure development stage are capitalized in accordance with the guidance on internal-use software in FASB ASC 350-40. The Company capitalized zero of website development costs during the twelve months ended December 31, 2025 and 2024, respectively. The Company recognized \$97 thousand and \$97 thousand of amortization expense during the twelve months ended December 31, 2025 and 2024, respectively.

Valuation of long-lived assets

In accordance with FASB ASC 360, property, plant, and equipment, and long-lived assets are analyzed for impairment whenever events or changes in circumstances indicate that the related carrying amounts may not be recoverable. The Company evaluates at each balance sheet date whether events and circumstances have occurred that indicate possible impairment. If there are indications of impairment, the Company uses future undiscounted cash flows of the related asset or asset grouping over the remaining life in measuring whether the assets are recoverable. In the event such cash flows are not expected to be sufficient to recover the recorded asset values, the assets are written down to their estimated fair value. No impairment was recognized during the twelve months ended December 31, 2025 and 2024, respectively.

Fair value of financial instruments

The Company adopted the provisions of FASB ASC 820 (the “Fair Value Topic”) which defines fair value, establishes a framework for measuring fair value under U.S. GAAP, and expands disclosures about fair value measurements.

The Company measures fair value under a framework that utilizes a hierarchy prioritizing the inputs to relevant valuation techniques. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of inputs used in measuring fair value are:

- Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Company has the ability to access.
- Level 2: Inputs to the valuation methodology include:
 - Quoted prices for similar assets or liabilities in active markets.
 - Quoted prices for identical or similar assets or liabilities in inactive markets.
 - Inputs other than quoted prices that are observable for the asset or liability.
 - Inputs that are derived principally from or corroborated by observable market data by correlation or other means; and
 - If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.
- Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

On November 28, 2023, the Company entered into a forward purchase agreement (the “Forward Purchase Agreement”). The fair value of the Company’s recorded Forward Purchase Agreement was determined based on unobservable inputs that are not corroborated by market data, which require a Level 3 classification. A Monte Carlo simulation model was used to determine the fair value as of December 31, 2023. The Company recorded the Forward Purchase Agreement at fair value on the consolidated balance sheets with changes in fair value recorded in the consolidated statements of operations. On July 23, 2024, the Company received notice of termination of the Forward Purchase Agreement and recognized an impairment in the value of the Forward Purchase Agreement in the second quarter of 2024 due to receipt of the termination notice. A loss of \$3.0 million was recorded due to the cancellation of the Forward Purchase Agreement in 2024.

In December 2024, the Company entered into a Securities Purchase Agreement (“Securities Purchase Agreement”) pursuant to which the Company may issue a series of convertible notes for an aggregate principal amount not to exceed \$36.0 million. During the year ended December 31, 2024, the Company issued a single convertible note in the principal amount of \$4.5 million, (the “2024 Convertible Note”), of which \$4.1 million was funded as of December 31, 2024, representing an original issue discount of ten percent. The Company elected the fair value guidance under ASC 825-10 and the 2024 Convertible Note was recognized at initial fair value as of the issuance date. The value of the 2024 Convertible Note at issuance approximated fair value as of December 31, 2024. Any issuances of additional convertible notes are subject to the terms and conditions of the Security Purchase Agreement (see Note 10).

On September 30, 2025, Company, entered into Share Exchange Agreements (the “Share Exchange Agreements”), with two investors (together the “Investors”). The Investors are shareholders of M2i whose common stock is publicly quoted on the OTCQB Venture Market of OTC Markets Group, Inc. under the symbol “MTWO”. Pursuant to the Share Exchange Agreements, the Company agreed to issue an aggregate of 1,197,604 shares of the Company’s Class A common stock to the Investors in exchange for an aggregate of 16,000,000 shares of M2i common stock (the “Investment in M2i”). At the date of the exchange, the Company recognized a loss of \$115 thousand in “Loss from change in fair value of financial instruments” on the consolidated statement of operations for the difference between the fair value of the Volato shares issued and the fair value of the Investment in M2i.

Pursuant to ASC 321, the Investment in M2i is measured at fair value each reporting period, with unrealized gain or loss recognized in earnings. The Investment in M2i is classified within Level 2 of the fair value hierarchy under ASC 820, as it is based on quoted prices for identical assets in inactive markets. The inputs are obtained from OTC quoted prices for level II. During the twelve months ended December 31, 2025, the Company recorded a loss of \$753 thousand related to the change in fair value of the Investment in M2i.

On October 1, 2025, the Company entered into the Amendment with flyExclusive, as described in Note 1. As part of the amendment, flyExclusive agreed to pay \$2.1 million in cash or shares of common stock to the Company for the net payables option and the proceeds from the sale of the fourth G280. flyExclusive issued the Company 432,099 shares of Class A common stock (the “Investment in flyExclusive”) in the fourth quarter of 2025. At the date of the exchange, the Company recognized a loss of \$6.1 million in Other expense in the consolidated statements of operations. During the twelve months ended December 31, 2025 the Company recorded a loss of \$41 thousand related to the change in the fair value of the Investment in flyExclusive.

Pursuant to ASC 321, the Investment in flyExclusive is measured at fair value each reporting period, with unrealized gain or loss recognized in earnings. The Investment in flyExclusive is classified within Level 1 of the fair value hierarchy under ASC 820, as it is traded in an active market.

Additionally, with the signing of the Amendment with flyExclusive, as described in Note 1, it granted flyExclusive the right to purchase certain aviation-related assets from the Company and assume certain obligations of the Company and granted the Company the right to sell certain obligations of the Company to flyExclusive. The fair value of the Company’s recorded Aviation Asset Option was determined based on unobservable inputs that are not corroborated by market data, which require a Level 3 classification. A Black-Scholes model was used to determine the fair value as of December 31, 2025. As of December 31, 2025 the Company fair valued the aviation asset and recorded a gain on the asset of \$324 thousand.

The following table presents balances of the fair value instruments as of December 31, 2025 and December 31, 2024, in thousands:

	Fair Value Measurements as of December 31, 2025			
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Financial liabilities:				
Third Tranche Note	\$ —	\$ —	\$ 3,148	\$ 3,148
Fourth Tranche Note	—	—	1,082	1,082
Total financial liabilities	\$ —	\$ —	\$ 4,230	\$ 4,230
Financial assets:				
Investment in M2i	\$ —	\$ 1,197	\$ —	\$ 1,197
Investment in flyExclusive	1,739	—	—	1,739
Aviation asset option	—	—	324	324
Total financial assets	\$ 1,739	\$ 1,197	\$ 324	\$ 3,260

	Fair Value Measurements as of December 31, 2024			
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
2024 Convertible Note	\$ —	\$ —	\$ 4,050	\$ 4,050
Total	\$ —	\$ —	\$ 4,050	\$ 4,050

The following table presents changes of all convertible notes issued under the Securities Purchase Agreement (see Note 10) with significant unobservable inputs (Level 3) for the twelve months ended December 31, 2025, in thousands:

	2024 Convertible Note	
Balance at December 31, 2024	\$	4,050
Change in fair value	\$	1,488
Conversions	\$	(7,356)
Additions	\$	6,048
Balance as of December 31, 2025	\$	4,230

The Company measured the Third and Fourth Tranche Notes using a Monte Carlo simulation valuation model using the following assumptions:

	Twelve months ended December 31, 2025	
	Third Tranche Note	Fourth Tranche Note
Volume Weighted average stock price ("VWAP")	0.65	0.65
Simulation Period	0.56	0.79
Expected Volatility	114.0 %	119.7 %
Credit risk-adjusted rate	20.9 %	20.9 %
Risk-free Rate	3.58 %	3.53 %

The following table represents the change in the Aviation asset option for the twelve months ended, December 31, 2025:

	Aviation asset option	
Balance at December 31, 2024	\$	—
Additions		—
Change in fair value		324
Balance at December 31, 2025	\$	324

The Company measured fair value of the aviation asset option using a Black-Scholes model with the following assumption:

	As of December 31, 2025
Strike price	2,000,000
Expected term	0.67
Expected volatility	88.44 %
Risk fee rate	3.49 %
Dividend	0.00 %

There were no transfers between fair value levels during the period. There were no gains and losses attributable to changes in instrument specific credit risk as the Company determined the likelihood of an event of default to be de minimus. The carrying amount of the Company's financial assets and liabilities, such as cash, accounts receivable, prepaid and other assets, accounts payable and accrued expenses, deposits, and members' deposits approximate their fair value because of the short maturity of those instruments. The Company's credit facility, convertible notes and other loans approximate the fair value of such liabilities based upon management's best estimate of interest rates that would be available to the Company for similar financial arrangements and due to the short-term maturity of these instruments at December 31, 2025 and December 31, 2024.

Commitments and contingencies

The Company follows subtopic 450-20 of the FASB ASC to report accounting for contingencies. Liabilities for loss contingencies arising from claims, assessments, litigation, fines and penalties and other sources are recorded when it is probable that a liability has been incurred, and the amount of the assessment can be reasonably estimated.

Warrants

The Company accounts for warrants as either equity-classified or liability-classified instruments based on an assessment of the warrant's specific terms and applicable authoritative guidance in FASB ASC 480 *Distinguishing Liabilities from Equity* ("ASC 480") and FASB ASC 815, *Derivatives and Hedging* ("ASC 815"). The assessment considers whether the warrants are freestanding financial instruments pursuant to ASC 480, meet the definition of a liability pursuant to ASC 480, and whether the warrants meet all of the requirements for equity classification under ASC 815, including whether the warrants are indexed to the Company's own common stock, among other conditions for equity classification. This assessment, which requires the use of professional judgment, is conducted at the time of warrant issuance and as of each subsequent reporting period end date while the warrants are outstanding. All of the Company's warrants have met the criteria for equity treatment.

Revenue recognition

Revenues are recognized on a gross basis and presented on the consolidated statements of operations net of rebates, discounts, and taxes collected concurrent with revenue-producing activities. The transaction price in the Company's contracts with its customers is fixed at the time control of goods and services are transferred to the customer. Therefore, the Company does not estimate variable consideration or perform a constraint analysis for our contracts.

The Company determines revenue recognition pursuant to ASC 606, Revenue from Contracts with Customers, through the following steps:

1. Identification of the contract, or contracts, with a customer.
2. Identification of the performance obligation(s) in the contract.
3. Determination of the transaction price.
4. Allocation of the transaction to the performance obligation(s) in the contract.
5. Recognize revenue when or as the entity satisfies a performance obligation.

The Company generates revenue primarily through: (i) the sale of aircraft, and (ii) our Vaunt software-as-a-subscription product. Revenue is recognized when control of the promised service is transferred to a customer, in an amount that reflects the consideration the Company expects to be entitled to in exchange for those services. At contract inception, the Company assesses the goods and services promised in its contracts with customers and identifies, as a performance obligation, each promise to transfer a good or service to a customer that is distinct. To identify its performance obligations, the Company considers all of the goods and services promised in the contract regardless of whether they are explicitly stated or are implied by customary business practices.

For each revenue stream, we evaluate whether our obligation is to provide the good or service itself, as the principal or to arrange for the good or service to be provided by the other party, as the agent, using the control model. In such circumstances, the Company is primarily responsible for satisfying the overall performance obligation with the customer and is considered the principal in the relationship.

Revenue from aircraft sales is recognized upon the delivery of the aircraft.

The Company generated revenue during the twelve months ended December 31, 2025 and 2024, broken down as follows, in thousands:

	Twelve Months Ended December 31,	
	2025	2024
Aircraft sales	\$ 77,100	\$ 38,150
Subscription	1,459	914
Total	\$ 78,559	\$ 39,064

Revenue from the sales of our Vaunt Software-as-a-subscription is deferred and recognized over the subscription term of the software and is included in customer deposits and deferred revenue on the consolidated balances sheets.

The following table provides a rollforward of deferred revenue, recorded in customer deposits and deferred revenue in the consolidated balance sheets, for the twelve months ended December 31, 2025:

	Amount
Balance as of December 31, 2024	\$ 696
Revenue recognized	(1,459)
Revenue deferred	3,485
Balance as of December 31, 2025	\$ 2,722

Assets Recognized from the Costs to Obtain Revenue Contracts

We recognize an asset for the incremental costs of obtaining a contract with a client if we expect the amortization period to be longer than one year, such costs are specifically identifiable, generate or enhance resources used to satisfy future performance obligations, and are expected to be recovered. We have determined the costs incurred are incremental and recoverable and are subject to capitalization and amortization under ASC 340-40. The capitalized costs relate to revenue share with Vaunt operators and Vaunt sales commissions. The assets are capitalized and amortized ratably over the expected period of the benefit, which is currently estimated at 14 months.

The following tables present the asset balances and related amortization expense for the contract assets:

	As of and for the twelve months ended December 31, 2025			
	Beginning Balance	Amount Capitalized	Amortization	Ending Balance
Contract assets	\$ —	\$ 935	\$ (299)	\$ 636

Income taxes

The Company follows Section 740-10-30 of the FASB ASC, which requires recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements or tax returns. Under this method, deferred tax assets and liabilities are based on the differences between the financial statement and tax bases of assets and liabilities using enacted tax rates in effect for the fiscal year in which the temporary differences are expected to be recovered or settled. Deferred tax assets are reduced by a valuation allowance to the extent management concludes it is more likely than not that the assets will not be realized. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

The Company follows the guidance of 740-10-25 of the FASB ASC (“Section 740-10-25”) with regards to uncertainty in income taxes. Section 740-10-25 addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under Section 740-10-25, the Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position should be measured based on the largest benefit that has a greater than fifty percent (50%) likelihood of being realized upon ultimate settlement. Section 740-10-25 also provides guidance on de-recognition, classification, interest and penalties on income taxes, accounting in interim periods and requires increased disclosures. The Company had no material adjustments to its assets and/or liabilities for unrecognized income tax benefits according to the provisions of Section 740-10-25.

The Company is subject to tax in the United States (“U.S.”) and files tax returns in the U.S. Federal jurisdiction, and state jurisdictions. The Company is subject to U.S. Federal, state, and local income tax examinations by tax authorities. The Company currently is not under examination by any tax authority.

Stock-based compensation

The Company accounts for equity-based compensation using the fair value method as set forth in the ASC 718, *Compensation—Stock Compensation*, which requires the measurement and recognition of compensation expense for all stock-based payment awards based on estimated fair values. This method requires companies to estimate the fair value of stock-based compensation on the date of grant using an option pricing model. The Company estimates the fair value of each equity-based payment award on the date of grant using the Black-Scholes pricing model.

The Black-Scholes model determines the fair value of equity-based payment awards based on the fair value of the underlying common stock on the date of grant and requires the use of estimates and assumptions, including the fair value of the Company's common stock, exercise price of the stock option, expected volatility, expected life, risk-free interest rate and dividend rate. The Company estimates the expected volatility of its stock options by taking the average historical volatility of a group of comparable publicly traded companies over a period equal to the expected life of the options; it is not practical for the Company to estimate its own volatility due to the lack of historical prices. The expected term of the options is determined in accordance with existing equity agreements as the underlying options are assumed to be exercised upon the passage of time. The risk-free interest rate is the estimated average interest rate based on U.S. Treasury zero-coupon notes with terms consistent with the expected life of the awards. The expected dividend yield is zero as the Company does not anticipate paying any recurring cash dividends in the foreseeable future. The Company accounts for forfeitures as they occur.

Net income (loss) per share

The Company computes basic and diluted earnings per share amounts pursuant to section 260-10-45 of the FASB ASC. Basic earnings per share is computed by dividing net income (loss) available to common shareholders, by the weighted average number of shares of common stock outstanding during the period, excluding the effects of any potentially dilutive securities. Diluted earnings per share is computed by dividing net income (loss) available to common shareholders by the diluted weighted average number of shares of common stock during the period. The diluted weighted average number of common shares outstanding is the basic weighted number of shares adjusted as of the first day of the year for any potentially dilutive debt or equity. In periods in which a net loss has been incurred, all potentially dilutive common shares are considered anti-dilutive and thus are excluded from the calculation. Securities that are excluded from the calculation of weighted average dilutive common shares because their inclusion would have been antidilutive for the twelve months ended months ended December 31, 2025, include stock options, restricted stock units and warrants.

The Company had 17,703 and 18,614 outstanding stock options to purchase an equivalent number of shares of common stock at December 31, 2025, and 2024, respectively.

The Company had 10,964 and 29,080 outstanding restricted stock units to purchase an equivalent number of shares of common stock at December 31, 2025 and 2024, respectively.

The Company also had 1,161,195 outstanding warrants to purchase an equivalent number of shares of common stock as of December 31, 2025 and 2024, respectively at a weighted average strike price of \$287.50.

Concentration of credit risk

The Company maintains its cash with a major financial institution located in the United States of America which it believes to be creditworthy. Balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. At times, the Company may maintain balances in excess of the federally insured limits.

Intangible assets

Intangible assets other than goodwill consists of acquired finite-lived customer relationships and acquired indefinite-lived Part 135 air carrier certificate. At initial recognition, intangible assets acquired in a business combination are recognized at their fair value as of the date of acquisition. Following initial recognition, finite-lived intangible assets are carried at cost less accumulated amortization and impairment losses, if any, and are amortized on a straight-line basis over the estimated useful life of the asset, which was determined based on management's estimate of the period over which the asset will contribute to our future cash flows.

The Company reviews the intangible assets for impairment on an annual basis or if events or changes in circumstances indicate it is more likely than not that they are impaired. These events could include a significant change in the business climate, legal factors, a decline in operating performance, competition, sale, or disposition of a significant portion of the business, or other factors. If the review indicates the impairment, an impairment loss would be recorded for the difference of the value recorded and the fair value. There was no impairment loss for the twelve months ended December 31, 2025 or 2024, respectively.

Goodwill

Goodwill represents the excess of the aggregate purchase price paid over the fair value of the net assets acquired in our business combinations. Goodwill is not amortized and is tested for impairment at least annually or whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Events or changes in circumstances that could trigger an impairment review include a significant adverse change in business climate, an adverse action or assessment by a regulator, unanticipated competition, a loss of key personnel, significant changes in the manner of our use of the acquired assets or the strategy for our overall business, significant negative industry or economic trends, or significant underperformance relative to expected historical or projected future results of operations. The Company has the option to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of a reporting unit is less than its carrying value, including goodwill.

If, after assessing the totality of events or circumstances, the Company determines that it is not more likely than not that the fair value of a reporting unit is less than its carrying amount, additional impairment testing is not required. The Company tests for goodwill impairment annually during its fourth quarter. In March 2025, the Company sold GC Aviation, Inc. and the Part 135 air carrier certificate. In connection with that sale, the Company recorded an impairment on goodwill of \$35 thousand for the twelve months ended December 31, 2025. The loss is recorded in other income, net in the consolidated statements of operations. There was no impairment loss recorded for the twelve months ended December 31, 2024.

Segment reporting

The Company identifies operating segments as components of the Company for which discrete financial information is available and is regularly reviewed by the chief operating decision maker (“CODM”), or decision-making group, in making decisions regarding resource allocation and performance assessment. The CODM is the chief executive officer. We determined that the Company operates in a single operating and reportable segment, private aviation services, and the CODM reviews financial information including total assets from continuing operations and net income (loss) from continuing operations before income taxes presented on a consolidated basis for purposes of making operating decisions, allocating resources, and assessing performance. Substantially all of our long-lived assets are located in the U.S.

Cost of revenue

Cost of revenue includes costs that are directly related to the related revenue streams – aircraft sales and subscription based revenue. Aircraft sales cost of revenue is our purchase price of the aircraft. Subscription costs includes costs of our proprietary software, the Vaunt platform.

Advertising costs

Advertising costs are expensed as incurred and included in selling, general and administrative expenses on the statements of operations. Such advertising amounted to \$1.0 million and \$4.5 million for the twelve months ended December 31, 2025 and 2024, respectively.

Leases

ASC Topic 842, “Leases” (“ASC 842”) requires lessees to recognize most leases on the balance sheet with a corresponding right-of-use asset (“ROU asset”). ROU asset represents the Company’s right to use an underlying asset for the lease term and lease liability represents the Company’s obligation to make lease payments arising from the lease. The right-of-use asset and lease liability are recognized at the lease commencement date based on the estimated present value of fixed lease payments over the lease term. ROU asset is evaluated for impairment using the long-lived asset impairment guidance.

Leases will be classified as financing or operating, which will drive the expense recognition pattern. The Company elects to exclude short-term leases when recording a ROU asset and lease liability if and when the Company has them.

Recent accounting pronouncements

In November 2023, the FASB issued Accounting Standards Update “ASU” 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures, which modifies the disclosure and presentation requirements of reportable segments. The amendments in the update require the disclosure of significant segment expenses that are regularly provided to the chief operating decision maker “CODM” and included within each reported measure of segment profit and loss. The amendments also require disclosure of all other segment items by reportable segment and a description of its composition. Additionally, the amendments require disclosure of the title and position of the CODM and an explanation of how the CODM uses the reported measure(s) of segment profit or loss in assessing segment performance and deciding how to allocate resources. This update is effective for annual periods beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. Early adoption was permitted. The adoption of this standard did not have a material impact on the Company’s consolidated financial statements.

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, which expands disclosures in an entity’s income tax rate reconciliation table and disclosures regarding cash taxes paid both in the U.S. and foreign jurisdictions. The update will be effective for annual periods beginning after December 15, 2025. Adoption of the standard will be applied on a prospective basis and retrospective application to all periods presented is permitted. We adopted ASU 2023-09 this Annual Report on Form 10-K using the prospective approach.

In November 2024, the FASB issued Accounting Standards Update 2024-03, Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses (“ASU 2024-03”). ASU 2024-03 is intended to enhance the disclosures for expenses for all public entities in accordance with ASC Topic 220, Income Statement-Reporting Comprehensive Income. ASU 2024-03 addresses investor requests for more detailed information about expenses, specifically cost of sales and selling, general, and administrative expenses. ASU 2024-03 requires a public entity to disclose the amounts of (a) purchases of inventory, (b) employee compensation, (c) depreciation, (d) intangible asset amortization, and (e) depreciation, depletion, and amortization recognized as part of oil- and gas-producing activities (or other amounts of depletion expense) included in each relevant expense caption presented on the face of the income statement as well as a qualitative description of the amounts remaining in the relevant expense captions that are not separately disaggregated quantitatively. ASU 2024-03 also requires a public entity to disclose the total amount of selling expenses and the entity’s definition of selling expenses. ASU 2024-03 is effective for fiscal years beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027. Early adoption is permitted. A public entity should apply ASU 2024-03 either prospectively to financial statements issued for reporting periods after the effective date of this ASU or retrospectively to all prior periods presented in the financial statements. The Company is currently evaluating the impact of ASU 2024-03 on its future consolidated financial statements and related disclosures.

NOTE 3 – DISCONTINUED OPERATIONS

In September 2024, the Company entered into an agreement with flyExclusive to transition our aircraft ownership program fleet operations to flyExclusive. During 2024 and 2025 we continued to take delivery of new aircraft, while also generating revenue from our proprietary software, including the Vaunt platform, Volato’s empty leg consumer app. In March 2025, the Company sold GC Aviation, Inc., which holds the FAA Part 135 certificate, therefore items related to managed aircraft are included in discontinued operations.

Major classes of line items constituting net income (loss) from discontinued operations are as follows:

	Twelve Months Ended December 31,	
	2025	2024
Revenue - Aircraft usage	\$ 89	\$ 32,546
Revenue - Managed aircraft	—	7,224
Costs of Revenue - Aircraft usage	65	43,488
Cost of Revenue - Managed aircraft	—	6,610
Selling, general and administrative	406	19,035
Other income from discontinued operations	5,530	9,902
Income (loss) from discontinued operations before provision for taxes	5,148	\$ (19,461)
Benefit for taxes from discontinued operations	829	—
Net income (loss) from discontinued operations, net	<u>\$ 4,319</u>	<u>\$ (19,461)</u>

Carrying amounts and major classes of assets included as part of discontinued operations are as follows:

	December 31,	December 31,
	2025	2024
Accounts receivable, net	\$ 13	\$ 1,027
Prepaid and other assets	254	1,254
Property and equipment, net	—	3
Intangibles, net	—	1,200
Goodwill	—	635
Total assets associated with discontinued operations	<u>\$ 267</u>	<u>\$ 4,119</u>

Carrying amounts and major classes of liabilities included as part of discontinued operations are as follows:

	December 31,	December 31,
	2025	2024
Accounts payable and accrued liabilities	\$ 1,307	\$ 6,344
Credit facility and other loans	—	918
Customer deposits and deferred revenue	284	5,156
Deferred income tax liability	—	305
Total liabilities associated with discontinued operations	<u>\$ 1,591</u>	<u>\$ 12,723</u>

NOTE 4—INTANGIBLES*Finite-Lived Intangible Assets*

As of December 31, 2024, the Company impaired the remaining value of the customer relationships asset and recorded a loss on the impairment of \$130 thousand which was recorded in selling, general and administrative expenses. Intangible asset amortization expense was zero and \$61 thousand for the twelve months ended December 31, 2025 and 2024, respectively. As of December 31, 2025 and December 31, 2024 the balance of customer relationships was zero.

Indefinite - Lived Intangible Assets

The following table summarizes the balances of the indefinite-lived intangible assets and is included in discontinued operations as of December 31, 2025 and December 31, 2024, in thousands:

	December 31, 2025	December 31, 2024
Intangible asset - Part 135 certificate	\$ —	\$ 1,200

The FAA Part 135 certificate amount of \$1.2 million relates to the certificate held by GC Aviation, Inc. In March 2025, the Company sold GC Aviation, Inc., and the FAA Part 135 Certificate for \$2.0 million. The Company did not recognize any impairment of the Part 135 certificate during the twelve months ended December 31, 2025 and 2024, respectively.

NOTE 5 - MERGER TRANSACTION COSTS PAYABLE

In connection with the business combination in December 2023, the Company entered into three agreements (together, the “Agreements”) with financial institutions, in which the Company agreed to pay a success fee in the aggregate amount of \$4.25 million to the financial institutions in case the Company consummated certain acquisition(s). The success fees were paid in shares of the Company’s common stock and warrants during the 2024 fiscal year.

ASC 480 *Distinguishing Liabilities From Equity* requires liability classification for all instruments that embodies an unconditional obligation that the Company must or may settle by issuing a variable number of its equity shares, if, at inception, the monetary value of the obligation is based solely on a fixed monetary amount know at inception. As a result, the Company classified such liability in current liabilities as of December 31, 2023. In January 2024, the Company issued an aggregate number of 48,342 shares of common stock and 4,000 warrants in accordance with the Agreements in full settlement of the Company’s obligations to the three financial institutions. As of December 31, 2025 and December 31, 2024 the merger transaction costs payable were zero.

NOTE 6 – FORWARD PURCHASE AGREEMENT

On November 28, 2023, the Company, Volato, Inc. and Vellar Opportunities Fund Master, Ltd. (“Seller”), entered into the Forward Purchase Agreement for an OTC Equity Prepaid Forward Transaction (the “Forward Purchase Transaction”). The Seller could purchase, prior to the closing of a business combination we completed in December 2023, up to 2.0 million shares (the “Maximum Number of Shares”) of the Company from third parties through a broker in the open market. The Number of Shares subject to the Forward Purchase Agreement were subject to reduction following a termination of the Forward Purchase Agreement with respect to such shares as described under “Optional Early Termination” in the Forward Purchase Agreement.

Under the Forward Purchase Agreement the Seller was directly paid an aggregate cash amount equal to the product of (i) the number of shares as set forth in the pricing date notice and (ii) the redemption price paid by the Company on the closing of its 2023 business combination date to holders of its common stock who exercised their redemption rights in connection with the closing.

During the year ended December 31, 2023, the Company paid an aggregate amount of approximately \$18.9 million. The Company collected \$2.4 million in December 2023 and recognized a loss on the change in fair value of the Forward Purchase Agreement in the aggregated amount of \$13.4 million, which was reported in other expenses in the consolidated statement of operations for the year ended December 31, 2023.

In July 2024, the Seller notified the Company of the termination of the Forward Purchase Agreement, following a delivery of a notice establishing the Valuation Date (as defined in the Forward Purchase Agreement); upon termination, Seller was not obligated to pay the Company a cash amount. The Company recorded the impact of the notice in the second quarter of 2024. In the twelve months ended December 31, 2025 and 2024, the Company recognized a loss on the change in fair value of zero and \$3.0 million, respectively, reported in other expenses in the consolidated statement of operations.

NOTE 7– PROPERTY AND EQUIPMENT, NET

Property and equipment, net consist of the following at December 31, 2025 and December 31, 2024, in thousands:

	December 31, 2025	December 31, 2024
Machine and equipment	\$ 186	\$ 188
Automobiles	—	72
Website development costs	290	290
Computer and office equipment	12	5
Software development costs	553	579
	1,041	1,134
Less accumulated depreciation	(718)	(454)
Property and equipment, net	\$ 323	\$ 680

During the twelve months ended December 31, 2025 and 2024, the Company recognized \$297 thousand and \$193 thousand of depreciation and amortization, respectively.

During the twelve months ended December 31, 2025, the Company reduced the value of software development cost by \$238 thousand, related to a non-monetary exchange with a third party and their use of our mission control software. This software development cost was originally developed for internal use and has subsequently been licensed to a third party in a non-monetary transaction.

NOTE 8 – DEPOSITS

Deposits consist of the following at December 31, 2025 and December 31, 2024, in thousands:

	December 31, 2025	December 31, 2024
Deposits on aircraft	\$ —	\$ 36,000
Other deposits	70	300
Total deposits	70	36,300
Less current portion	(70)	(36,000)
Total deposits, non-current	\$ —	\$ 300

Below is a breakdown of the deposits on aircraft as of December 31, 2025 and December 31, 2024, in thousands:

	December 31, 2025	December 31, 2024
Gulfstream aircraft deposits	\$ —	\$ 36,000
Total deposits on aircraft	—	36,000
Less current portion	—	(36,000)
Total deposits on aircraft non-current	\$ —	\$ —

Gulfstream Aerospace, LP

In 2022, the Company executed a series of purchase agreements with Gulfstream Aerospace, LP for the acquisition of four (4) Gulfstream G280 aircraft for total consideration of \$79 million with expected delivery throughout fiscal year 2025. The first Gulfstream G280 was delivered in the third quarter of 2024. The second Gulfstream G280 was delivered in January 2025. The third Gulfstream G280 was delivered in April 2025. The remaining Gulfstream G280 was delivered in the fourth quarter of 2025.

The Company fully funded an aggregate amount of \$48.0 million in deposits towards the acquisition price of the four Gulfstream G280 aircraft in accordance with the scheduled payment terms of the agreements as of December 31, 2025, and December 31, 2024, respectively. Upon delivery of the first Gulfstream G280 in the third quarter of 2024, \$12.0 million of the deposits were applied toward the purchase price of the airplane. Upon delivery of the second Gulfstream G280, in January 2025, \$12.0 million of the deposits were applied toward the purchase price of the airplane. Additionally, in March 2025, Gulfstream notified the Company that the fourth Gulfstream G280 would be delayed from the original timeline with delivery now expected in the fourth quarter of 2025. In connection with the delivery delay, Gulfstream agreed to return the deposit on the fourth Gulfstream G280 reducing the deposits by \$9.0 million. In April 2025, the third Gulfstream G280 was delivered and \$12.0 million of the deposits were applied toward the purchase price of the airplane. In November 2025, the fourth G280 was delivered and the remaining deposit was applied toward the purchase price of the airplane.

During the twelve months ended December 31, 2024, the Company funded \$9.0 million pursuant to the terms of the executed purchase agreements, of which \$9.0 million was funded through the SAC Leasing G280 line of credit further described in Note 11.

NOTE 9 – PROMISSORY NOTE- RELATED PARTY***Dennis Liotta - March 2023 note***

On March 15, 2023, the Company entered into a promissory note agreement with Dennis Liotta, an affiliate of the Company, for a total amount of \$1.0 million, with an effective date of February 27, 2023 and which matured on March 31, 2024 (“March 2023 note”). The entire outstanding principal balance together with accrued but unpaid interest were due at the maturity date. The March 2023 note included a ten percent (10%) interest rate per annum. On April 1, 2024, the March 2023 note was paid in full. Promissory note from related party was zero as of December 31, 2025 and December 31, 2024, respectively.

The Company incurred zero and \$23 thousand of interest expense during the twelve months ended December 31, 2025 and 2024, respectively.

NOTE 10 – UNSECURED CONVERTIBLE NOTES

Unsecured convertible notes consisted of the following at December 31, 2025 and December 31, 2024, in thousands:

	<u>December 31,</u> <u>2025</u>	<u>December 31,</u> <u>2024</u>
2024 unsecured convertible note, 4% coupon, due December 2025	\$ —	\$ 4,050
Unsecured convertible note, 4% coupon, due June 2026*	—	—
Unsecured convertible note, 4% coupon, due July 2026**	3,148	—
Unsecured convertible note, 4% coupon, due October 2026***	1,082	—
Less current portion	(4,230)	(4,050)
Total unsecured convertible note, long term	<u>\$ —</u>	<u>\$ —</u>

* Represents the Second Tranche Note (as described in this Note 10)

** Represents the Third Tranche Note (as described in this Note 10)

***Represents the Fourth Tranche Note (as described in this Note 10)

Unsecured convertible note due December 2025 - 2024 Convertible Note

During the year ended December 31, 2024, the Company entered into the Securities Purchase Agreement as described in Note 2 above pursuant to which the Company may issue a series of convertible notes for an aggregate principal not to exceed \$36.0 million. During the year ended December 31, 2024, the Company issued a single convertible note in a principal amount of \$4.5 million, (as defined above, the “2024 Convertible Note”) of which \$4.1 million was funded as of December 31, 2024, representing an original issue discount of ten percent. Interest is payable quarterly at the Company’s option and shall either be (i) paid in cash; (ii) paid-in-kind in shares of common stock; or (iii) compound and become additional principal outstanding. The Company recorded \$14 thousand of accrued interest expense in the year ended December 31, 2024. During the three months ended March 31, 2025 the \$14 thousand of paid-in-kind interest was rolled into the principal balance of the 2024 Convertible note.

The 2024 Convertible Note is accounted for as a single liability measured at fair value in accordance with ASC 825-10. At March 31, 2025, the Company valued the 2024 Convertible Note using the Monte-Carlo valuation model. See Note 2.

In June 2025, the outstanding principal and interest of the 2024 Convertible Note was converted into 2,538,939 shares of the Company’s common stock, settling in full the Company’s repayment obligations related to that note. Immediately prior to the conversions, the Company remeasured the liability to its fair value as of the conversion date. The Company recognized a loss of \$626 thousand related to the change in the fair value of the 2024 Convertible Note recorded in Loss from change in fair value of financial instruments on the consolidated statements of operations for the twelve months ended December 31, 2025, respectively.

Unsecured convertible note due June 2026 - Second Tranche Note

In June 2025, the Company issued a second convertible note (the “Second Tranche Note”) in accordance with the terms of the Securities Purchase Agreement in the principal amount of \$1.5 million, for a purchase price of \$1.4 million, representing an original issue discount of ten percent, which matures on June 13, 2026. The Second Tranche Note was recorded at a fair value of \$1.4 million. The Company recorded a loss of \$124 thousand on the change in fair value of the Second Tranche Note in the three months ended June 30, 2025.

In July 2025, \$1.1 million of the outstanding principal and accrued interest of the Second Tranche Note was converted into 988,240 shares of the Company’s common stock. Immediately prior to the conversions, the Company remeasured the liability to its fair value as of the conversion date. The Company recorded a loss of \$6 thousand related to the change in fair value as of the conversion date. In August 2025, the remaining \$0.4 million of the outstanding principal and accrued interest of the Second Tranche Note was converted into 344,242 shares of the Company’s common stock. Immediately prior to the conversion, the Company remeasured the liability to its fair value at the conversion date. The Company recorded a loss of \$12 thousand related to the change in fair value as of the conversion date. The Company recorded a loss of \$142 thousand for the twelve months ended December 31, 2025.

Unsecured convertible note due July 2026 - Third Tranche Note

In July 2025, the Company issued a third convertible note, (the “Third Tranche Note”), in accordance with the terms of the Securities Purchase Agreement, in the principal amount of \$3.0 million, for a purchase price of \$2.7 million, representing an original issue discount of ten percent, which matures on July 21, 2026. The Third Tranche Note was recorded at an initial fair value of \$2.9 million. The Company recorded a loss of \$449 thousand on the change in fair value of the Third Tranche Note in the twelve months ended December 31, 2025.

Unsecured convertible note due October 2026 - Fourth Tranche Note

In October 2025, the Company issued a fourth convertible note, (the "Fourth Tranche Note") in accordance with the Securities Purchase Agreement, in the principal amount of \$2.2 million, for a purchase price of \$2.0 million, representing an original issue discount of ten percent, which matures on October 16, 2026. The Fourth Tranche Note was recorded at an initial fair value of \$2.2 million. The Company recorded a loss of \$200 thousand on the change in fair value of the Fourth Tranche Note at issuance. In December 2025, \$1.2 million of the outstanding principal and accrued interest of the Fourth Tranche Note was converted into 1,604,091 shares of the Company's common stock. Immediately prior to the conversions, the Company remeasured the liability to its fair value as of the conversion date and recorded a gain of \$10 thousand related to the change in fair value as of the conversion date. The Company recorded a loss of \$272 thousand on the change in fair value for the twelve months ended December 31, 2025.

NOTE 11 – CREDIT FACILITY AND OTHER LOANS

Credit facility and other loans consisted of the following at December 31, 2025 and December 31, 2024, in thousands:

	December 31, 2025	December 31, 2024
SAC Leasing G280 LLC credit facility, 12.5% interest, net of deposits	\$ —	\$ 28,000
Term Loan	—	1,102
Less discounts	—	(247)
Total credit facility, net of discount and deposits	<u>\$ —</u>	<u>\$ 28,855</u>

SAC Leasing G280 LLC Line of credit

The Company entered into the pre-delivery payment agreement on October 5, 2022, with SAC Leasing G280, LLC to obtain loans in the aggregate amount of \$40.5 million for the purchase of four (4) Gulfstream G280 aircraft to be delivered in 2024 and 2025. On August 25, 2023, the Company and SAC Leasing G280, LLC entered into the first amendment to pre-delivery payment agreement. The maturity date of amounts drawn under the SAC Leasing G280 credit facility is the earlier of the delivery date of the aircraft or September 14, 2025, which is thirty-five (35) months from the date of funding. The purchase agreement contracts were assigned to SAC G280 LLC as collateral on this credit facility.

During the year ended December 31, 2022, the Company executed a series of purchase agreements with Gulfstream Aerospace, LP for the acquisition of four (4) Gulfstream G280 aircraft for total consideration of \$79.0 million with expected deliveries in 2024 and 2025, of which an aggregate amount of \$48.0 million was funded and paid as of December 31, 2024, partially through a credit facility from SAC Leasing G280.

During the year ended December 31, 2024, the Company funded an additional \$9.0 million through the SAC Leasing G280 credit facility.

During the twelve months ended December 31, 2025, the Company decreased its SAC leasing G280 line of credit by \$28.0 million which was a combination of a repayment in the amount of \$10.5 million, with the sale of the second G280 in February 2025 and the deposit release and corresponding pay down of the G280 line of credit of \$9.0 million with the delay of the fourth G280 until Q4 2025. In April 2025, the Company repaid the remaining \$8.5 million, terminating the credit facility with SAC Leasing G280. The line of credit balance was zero as of December 31, 2025.

The Company incurred zero and \$68 thousand of incremental closing costs, which are reported as debt discount against the liability in the consolidated balance sheets as of December 31, 2025, and December 31, 2024, respectively.

During the twelve months ended December 31, 2025 and 2024, the Company amortized to interest expense \$247 thousand and \$197 thousand of debt discount, respectively.

During the twelve months ended December 31, 2025 and 2024, the Company incurred \$641 thousand and \$4.2 million of interest, respectively.

OgaraJets

In connection with the purchase and sale of the second G280, the Company entered into a financing agreement with OgaraJets. The Company borrowed \$19.6 million from OgaraJets to facilitate the delivery and subsequent sale of the second G280. Upon the sale of the second G280, in February 2025, \$19.7 million was repaid to OgaraJets. All transactions occurred during the first quarter of 2025.

In connection with the purchase and sale of the third G280, the Company entered into a financing agreement with OgaraJets. The Company borrowed \$17.9 million from OgaraJets to facilitate the delivery and subsequent sale of the third G280. Upon the sale of the third G280 in June 2025, \$17.9 million was repaid to OgaraJets. All transactions occurred during the second quarter of 2025.

In connection with the purchase and sale of the fourth G280, the Company entered into a financing agreement with Ogara Jets. The Company borrowed \$18.4 million from OgaraJets to facilitate the delivery and subsequent sale of the fourth G280. Upon the sale of the fourth G280, in December 2025, \$18.4 million was repaid to Ogara Jets. All transaction occurred during the fourth quarter of 2025.

Term Loan

In July 2024, the Company entered into a business loan and security agreement (the “Loan”) with TVT Capital Sources LLC (the “Lender”), for a term loan in the amount of \$4.0 million. Net proceeds of \$3.9 million were received by the Company and used to fund operations. The Loan bore interest at an annual percentage rate of 165% and matured on January 28, 2025, with principal and interest payments made weekly.

The Company incurred financing fees of \$200 thousand, which were recorded as a direct discount to the debt and were being amortized over the term of the Loan. The Company amortized \$36 thousand and \$164 thousand of financing fees in the twelve months ended December 31, 2025 and 2024, respectively. The Company recorded \$107 thousand and \$1.7 million of interest expense related to the Loan in the twelve months ended December 31, 2025 and 2024, respectively.

In November 2024, the Company entered into an agreement with a third party to settle outstanding payables owed by the Company to designated vendors in exchange for a settlement amount in shares of common stock. As of December 31, 2024 in accordance with the agreement, the Company issued 639,720 shares of common stock for the payment of \$1.475 million of principal and interest due to the Lender under the Loan and \$725 thousand of payables related to a separate vendor. The Company recorded a \$2.8 million loss on extinguishment of debt upon the settlement of each issuance equal to the payables less the fair value of the shares calculated as of the closing stock price on the date of settlement.

In February 2025, the Company paid the remaining principal balance due on the Loan of \$1.1 million and outstanding interest of \$107 thousand.

NOTE 12 – RELATED PARTIES

Liotta Family Office, LLC

Liotta Family Office, LLC (“LFO”) is owned 20% by the Company’s Chief Executive Officer (“CEO”), 60% owned by the father of the Company’s Chief Executive Officer, and 20% by the brother of the CEO. LFO currently owns 74,372 Shares of the Company’s issued and outstanding common stock which represents less than 1% of the Company’s issued and outstanding common stock as of December 31, 2025.

During the year ended December 31, 2023, LFO entered into an unsecured promissory note for a total amount of \$1.0 million (see Note 9). The Company incurred approximately \$23 thousand of interest during the twelve months ended December 31, 2024. In April 2024, the promissory note and interest was paid in full.

Plane Co's

The Company historically facilitated the formation of limited liability companies ("Plane Co's"), which were then funded by third party members prior to the sale and delivery of an aircraft purchased from Honda Aircraft that entered into the Company's fractional program.

In October 2024, as part of the agreement with flyExclusive, Volato sold all of its interest in the Plane Co's to flyExclusive.

The aggregate amount of revenue included in loss from discontinued operations generated from Plane Co's totaled zero and \$3.1 million for the twelve months ended December 31, 2025 and 2024, respectively.

Expenses charged to the Company by Plane Co's and included in loss from discontinued operations, totaled zero and \$2.8 million for the twelve months ended December 31, 2025 and 2024, respectively.

Balance due to Plane Co's amounted to zero and \$4 thousand as of December 31, 2025 and December 31, 2024, respectively.

NOTE 13 – INCOME TAXES

The Company is subject to U.S. federal, state, and local income taxes. The Components of income tax expense for the year ended December 31, 2025 are as follows:

	<u>Year Ended December 31,</u>	
	<u>2025</u>	
Current		
Federal	\$	737
State		300
Total income taxes	\$	<u>1,037</u>

Management has determined that the Company does not have any uncertain tax positions and associated unrecognized benefits that would impact the consolidated financial statements or related disclosures.

Deferred income tax assets and liabilities are computed annually for differences between financial statement and tax bases of assets and liabilities that will result in taxable or deductible amounts in the future based on enacted tax laws and rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized. The Company has historically operated at a loss without enough historical evidence of positive income from operations. As a result, the deferred tax asset is offset by a corresponding valuation allowance.

The net deferred tax assets and liabilities consist of the following amounts at December 31, 2025 and 2024, in thousands:

	2025	2024
Deferred Tax Assets		
Capital loss carryover	\$ 140	\$ —
Net operating loss carryforwards	17,774	18,398
Intangible	462	530
Interest expense limitations	2,702	2,484
Other	60	47
Total deferred tax assets	21,138	21,459
Valuation Allowance	(20,699)	(21,738)
Total net deferred tax assets	439	(279)
Deferred Tax Liabilities		
Property and equipment depreciation	(9)	(25)
flyExclusive investment	(16)	—
Installment sale deferred tax liability	(414)	—
Total deferred tax liabilities	(439)	(25)
Net deferred tax assets (liabilities)	\$ —	\$ (305)

The Company has federal operating losses carryforward of approximately \$70 million and \$73 million available as of December 31, 2025 and 2024, respectively, to reduce future taxable income at the federal level, and it has net operating losses of approximately \$67 million and \$68 million at the state level, to offset future state taxable income, respectively.

The effective tax rate on income differed from the federal statutory rate of 21% for the years ended December 31, 2025 and 2024, for the following reasons:

	Year Ended December 31,			
	2025		2024	
U.S. Federal tax/(benefit) at statutory rate	\$ 1,304	21.00 %	\$ (8,500)	21.00 %
State and local income taxes, net of federal income tax effects *	300	4.83 %	22	(0.05) %
Changes in valuation allowance	(1,108)	(17.84) %	7,257	(17.93) %
Non-deductible items:				
Other	117	1.89 %	714	(1.76) %
Convertible note fair value adjustment	424	6.83 %	—	— %
Effective income tax rate	\$ 1,037	16.71 %	\$ (507)	1.25 %

* State tax expense is primarily attributable to South Carolina and Florida, which represented approximately 83.7% and 13.5% respectively, of total state and local income tax expense for the period. State income tax expense attributable to all other jurisdictions was not individually material.

The Company's U.S. tax returns are subject to examination by federal and state taxing authorities. The years open to examination by Federal, state, local and foreign government authorities vary by jurisdiction, but the statute of limitation is generally three years from the date the tax return is filed. For jurisdictions, including Federal, that have generated net operating losses, carryovers may be subject to the statute of limitations applicable for the year those carryovers are utilized. In these cases, the period for which the losses may be adjusted will extend to conform with the statute of limitations for the year in which the losses are utilized. In most circumstances, this is expected to increase the length of time that the applicable taxing authority may examine the carryovers by one year or longer, in limited cases.

We have not recorded any amount related to uncertainty in income taxes pursuant to ASC Topic 740, as we believe all tax positions are more likely than not to be sustained upon examination by the taxing authorities.

NOTE 14 – SHAREHOLDERS’ EQUITY (DEFICIT)

On October 28, 2024, the Company filed an amendment to its Amended and Restated Certificate of Incorporation to increase the number of authorized shares to 201,000,000 shares consisting of 200,000,000 shares of common stock and 1,000,000 shares of preferred stock.

On February 24, 2025, the Company effected the Reverse Stock Split described elsewhere in this Annual Report. All share amounts have been retroactively adjusted to account for the Reverse Stock Split as if it occurred at inception. The Reverse Stock Split did not have an effect on the number of authorized shares of common stock.

Common stock at the market sales agreement

On December 5, 2025, the Company entered into an ATM Sales Agreement (the “Agreement”) with Virtu Americas LLC (the “Agent”) pursuant to which the Agent will act as the Company’s sole sales agent or principal with respect to the offer and sale from time-to-time of shares of the Company’s Class A Common Stock, par value \$0.0001 per share, having an aggregate gross sales price of an aggregate of up to \$9.3 million. The Company issued 436,757 shares of common stock for proceeds of \$463 thousand in the twelve months ended December 31, 2025.

Preferred Stock

No shares of preferred stock have been issued as of December 31, 2025 and December 31, 2024.

Stock Options - Equity Incentive Plans

Summary of the 2025 Plan

The 2025 Stock Incentive Plan (the “2025 Plan”) was approved at the annual meeting of the shareholders of the Company on July 21, 2025. The 2025 Plan provides for the grant of stock options (both incentive stock options and non-qualified stock options), stock appreciation rights, restricted stock, restricted stock units, performance-based awards, and other stock- and cash-based awards. The Company has reserved a pool of shares of common stock for issuance pursuant to awards under the 2025 Plan equal to 415,584 shares. As of December 31, 2025 the Company had 89,060 shares available for issuance.

Summary of the 2023 Plan

The 2023 Stock Incentive Plan (the “2023 Plan”) was approved at the special meeting of the shareholders of the Company on November 28, 2023. The 2023 Plan provides for the grant of stock options (both incentive stock options and non-qualified stock options), stock appreciation rights, restricted stock, restricted stock units, performance-based awards, and other stock- and cash-based awards. The Company has reserved a pool of shares of common stock for issuance pursuant to awards under the 2023 Plan equal to 224,348 shares. As of December 31, 2025 the Company had 21,855 shares available for issuance.

Stock option activity for the periods presented is as follows:

	Options	Weighted Average Exercise Price Per Share	Weighted Average Remaining Contractual Term (years)
Outstanding at December 31, 2024	18,614	\$ 5.59	7.5
Granted	—	—	
Cancelled	(911)	20.30	
Exercised	—	—	
Outstanding as of December 31, 2025	<u>17,703</u>	<u>\$ 4.94</u>	<u>6.5</u>
Exercisable as of December 31, 2025	<u>16,200</u>	<u>\$ 4.24</u>	

The following table summarizes the range of exercise price, weighted average remaining contractual life (“Life”) and weighted average exercise price (“Price”) for all stock options outstanding as of December 31, 2025:

Exercise Price	Options Outstanding	
	Shares	Life (in years)
\$3.00	1,763	5.6
\$3.50	13,510	6.2
\$12.50	2,430	8.4
	<u>17,703</u>	<u>6.5</u>

The Black-Scholes option pricing model is used by the Company to determine the weighted-average fair value of share-based payments. The Company recognizes forfeitures as they occur. There were no stock options granted in the twelve months ended December 31, 2025.

	For The Year Ending
	December 31,
	<u>2024</u>
Expected term	5.8 - 6.25
Expected volatility	68%
Expected dividends	None
Risk-free interest rate	3.8% - 4.5%
Forfeitures	None

As of December 31, 2025, the unrecognized compensation cost related to non-vested awards was \$144 thousand and is expected to be recognized over a weighted average period of 0.13 years.

Restricted Stock

Restricted stock unit activity for the period presented is as follows:

	Restricted Stock Units	Weighted Average Grant Date Fair Value
Outstanding at December 31, 2024	29,080	\$ 18.75
Granted	470,175	1.80
Vested	(488,291)	2.50
Forfeited	—	—
Outstanding as of December 31, 2025	<u>10,964</u>	<u>\$ 6.64</u>

Stock based compensation expense was \$605 thousand and \$211 thousand for the twelve months ended December 31, 2025 and 2024, respectively.

Warrants

As of December 31, 2025, there were 552,000 public warrants and 609,195 private placement warrants issued and outstanding.

Private placement warrants

The Company has 609,195 private placement warrants outstanding. Each private placement warrant is exercisable for one whole share of Class A common stock at a price of \$287.50 per share. Such private placement warrants are exercisable for cash or on a cashless basis, at the holder's option, and are not redeemable by the Company. The private placement warrants are all exercisable as of December 31, 2025. There was no activity during the twelve months ended December 31, 2025.

Public warrants

Pursuant to the initial public offering ("IPO") by Proof Acquisition Corp I ("PACI") in 2021, the Company sold 1,104,000 units at a price of \$250.00 per unit. Each unit consisted of one share of Class A common stock and one-half of one redeemable warrant. Each whole public warrant entitles the holder to purchase one share of Class A common stock at a price of \$287.50 per share, subject to adjustment. A majority of the shares were redeemed before the December 2023 merger transaction, but the warrants remain. As a result, there are 552,000 public warrants outstanding as of December 31, 2025.

The public warrants became exercisable on the later of (a) 30 days after the completion of a business combination and (b) 12 months from the closing of the IPO. The public warrants expire five years after the completion of a business combination or earlier upon redemption or liquidation. The public and private warrants expire on December 1, 2028. The public warrants are all exercisable as of December 31, 2025. There was no activity during the twelve months ended December 31, 2025.

NOTE 15 – COMMITMENT AND CONTINGENCIES

Gulfstream Aerospace, LP

During the year ended December 31, 2022, the Company executed a series of purchase agreements with Gulfstream Aerospace, LP for the acquisition of four (4) Gulfstream G280 aircraft for total consideration of \$79.0 million and with expected deliveries in 2024 through 2025, for which the Company made prepayments totaling \$48.0 million and \$48.0 million as of December 31, 2025, and December 31, 2024, respectively. The \$48.0 million was non-refundable, except in some specific circumstances, and would serve as consideration for liquidated damages of \$3.0 million per aircraft should the purchase agreement be terminated by the Company.

In September 2024, the Company took delivery of one Gulfstream G280 and received \$12.0 million in deposits related to the aircraft, of which \$9.0 million paid down the SAC Leasing G280 line of credit and \$3.0 million was retained by the Company. In the first quarter of 2025, an additional \$12 million in deposits was received as a result of the delivery of the second Gulfstream G280 and the return of \$9 million in deposits related to the fourth Gulfstream G280. The \$9 million in returned deposits were used to pay down the SAC Leasing G280 line of credit. In April 2025, the third Gulfstream G280 was delivered and \$12.0 million of the deposits were applied toward the purchase price of the airplane. In October 2025, the fourth Gulfstream G280 was delivered and \$3.0 million of the deposits were applied to the purchase price of the airplane.

There are no future minimum payments due under the purchase agreements with Gulfstream Aerospace, LP at December 31, 2025.

The Company had a credit facility in place with SAC Leasing G280 LLC to fund \$40.5 million of the original \$79.0 million due under these purchase agreements with Gulfstream Aerospace LP. In April 2025, the Company paid the remaining balance and terminated the credit facility.

Operating Leases

The Company leases property and equipment under operating leases. For leases with terms greater than 12 months, the Company records the related assets and obligations at the present value of the lease payments over the lease term. Many of the leases contain renewal options and/or termination options that are factored into our determination of lease payments when appropriate. The Company uses its incremental borrowing rate to discount lease payments to present value, as the rates implicit in its leases are not readily determinable. The incremental borrowing rate is based on the estimated interest rate for collateralized borrowing over a similar term of the lease at the commencement date.

Aircraft Leases

During 2023, the Company began leasing an aircraft with a term of five years which has fixed lease payments. The Company recognized an operating lease liability in the amount of the net present value of the future minimum lease payments, and a ROU asset. The discount rate used for this lease was 12%, which was determined to be the incremental borrowing rate based on comparative secured financing in the marketplace at the inception of the fixed lease payments.

Lease expense is recognized on a straight-line basis over the lease term. Lease expense was zero and \$78 thousand for the twelve months ended December 31, 2025 and 2024, respectively.

Additionally, the Company leased other aircraft under operating leases with remaining terms ranging from one to five years. These leases required lease payments that were variable and were dependent on flight hours that generate charter revenues, with no minimum lease payment commitments. Because of the variable nature of the lease payments, these leases were not recorded on our consolidated balance sheets as ROU assets and lease liabilities. Certain leases had renewal options to extend lease terms for additional periods ranging from three to twelve months.

Some of the aircraft leases had lease terms of 12 months or less. The Company made a policy election to classify lease agreements with a lease term of 12 months or less as short-term leases. Accordingly, the Company did not recognize ROU assets or lease liabilities related to these lease agreements pursuant to the short-term election. The Company recognized short-term lease costs on a straight-line basis over the lease term and accrues the difference each period between the amount expensed and the amount paid.

Variable lease costs associated with the aircraft operating leases were zero and \$7.7 million for the twelve months ended December 31, 2025 and 2024, respectively. Short-term lease costs on the aircraft leases were zero and \$196 thousand for the twelve months ended December 31, 2025 and 2024, respectively.

As of December 31, 2024, the Company had terminated all the aircraft leases as part of the flyExclusive agreement.

Airport Facilities

Our facilities leases are for space at airports throughout the south with remaining terms ranging from one to eleven months. These leases consist of hangar space and office space. The leases have lease terms of 12 months or less. Accordingly, the Company has not recognized ROU assets or lease liabilities related to these lease agreements pursuant to the short-term lease election. The Company has made a policy election to not separate lease and non-lease components for these facility leases. Short term lease costs related to these leases were \$3 thousand and \$70 thousand for the twelve months ended December 31, 2025 and 2024, respectively.

In January 2024, the Company began leasing space for aircraft with a term of 5 years with fixed lease payments. The Company recognized an operating lease liability in the amount of the net present value of the future minimum lease payments, and a ROU asset. The discount rate used for this lease was 12%, which was determined to be the incremental borrowing rate based on comparative secured financing in the marketplace at the inception of the fixed lease payments.

Future estimated minimum lease payments by year and in aggregate, under the Company's fixed payment operating lease consisted of the following at December 31, 2025:

<i>For the years ended December 31,</i>	<i>Operating Leases</i>	
2026	\$	57
2027	\$	57
2028	\$	38
Thereafter	\$	—
TOTAL	\$	152

Customer Deposits and Deferred Revenue

Customer deposits and deferred revenue consisted of deposits from customers for the purchase of aircraft of \$0.1 million and \$10.7 million as of December 31, 2025 and December 31, 2024, respectively, as well as deferred revenue of \$2.7 million and \$696 thousand as of December 31, 2025 and December 31, 2024, respectively.

Legal Contingencies

From time to time, the Company receives claims of and becomes subject to consumer protection, employment, intellectual property and other commercial litigation related to the conduct and operation of the Company's business. In connection with such litigation, the Company may be subject to significant damages. We may also be subject to equitable remedies and penalties. Such litigation could be costly and time consuming and could divert or distract Company management and key personnel from its business operations. The Company is currently the defendant in suits brought by vendors, customers and suits related to the transfer of the flight operations and leases to flyExclusive and does not currently believe that any of its outstanding litigation will have a material adverse effect on its financial statements or business. However, due to the uncertainty of litigation and depending on the amount and the timing, an unfavorable resolution of some or all of these matters could materially affect the Company's business, results of operations, financial position, or cash flows.

In the Tampa Division of the U.S. District Court, in and for the Middle District of Florida on September 12, 2024, Joshua G. Newsteder, LouAnn Gray, and those similarly situated (the "Plaintiffs") filed suit against the Volato Group, Inc. and Volato, Inc. (together, the "Defendants") citing various allegations including that the termination of employment of 230 employees that occurred on August 30, 2024 violated requirements of the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101 et. seq. Plaintiffs are seeking unpaid wages or salary, benefits and other relief deemed by the court as just and proper. The Defendants deny all allegations. Current range of loss can not be estimated.

NOTE 16 – SEGMENT INFORMATION

The Company has one reportable segment, private aviation services, managed on a consolidated basis by the CEO who is the CODM. The private aviation services segment provides airplane sales and software-as-a-service subscriptions. The Company derives revenue primarily in North America and manages the business activities on a consolidated basis.

The accounting policies of the segment are the same as those described in the summary of significant accounting policies. The CODM assesses performance and decides how to allocate resources based on net income (loss) from continuing operations before income taxes that is also reported on the consolidated statements of operations. The measure of segment assets is reported on the consolidated balance sheets as consolidated total assets.

The CODM allocates resources and evaluates performance based on net income (loss) from continuing operations before income taxes, which is the Company's measure of segment profit or loss. The CODM considers year-over-year variances for net income (loss) from continuing operations before taxes when making decisions about how to utilize the Company's resources.

The components of segment profit or loss were as follows:

	Twelve Months Ended December 31,	
	2025	2024
Revenue	\$ 78,559	\$ 39,064
Less:		
Cost of revenue	63,871	32,181
Selling, general and administrative ⁽¹⁾	10,728	15,506
Loss on fair value adjustment of financial instruments	2,074	2,983
Interest expense, net	4,848	7,493
Loss on debt extinguishment	—	2,804
Add:		
Other ⁽²⁾	4,023	212
Net income (loss) from continuing operations before income taxes	\$ 1,061	\$ (21,691)

(1) Includes amounts for depreciation and amortization expense.

(2) Other includes gains of \$10.0 million for settlements of deposits and other liabilities at a discount for the twelve months ended December 31, 2025, offset by a loss on the flyExclusive fourth amendment of \$6.1 million for the twelve months ended December 31, 2025.

NOTE 17 – BASIC AND DILUTED NET INCOME (LOSS) PER SHARE

The following table sets forth the computation of basic and diluted net income (loss) per share attributable to common stockholders (in thousands, except share and per share amounts):

	Twelve Months Ended December 31,	
	2025	2024
Numerator:		
Net income (loss) from continuing operations	\$ 854	\$ (21,184)
Net income (loss) from discontinued operations	\$ 4,319	\$ (19,461)
Denominator:		
Weighted-average common shares outstanding, basic and diluted	4,386,829	1,664,502

The following securities were excluded due to their anti-dilution effect on net income (loss) per share attributable to common stockholders recorded in each of the periods:

	As of December 31,	
	2025	2024
Warrants to purchase common stock	1,161,195	1,161,195
2024 convertible note and second, third and fourth tranche notes on an-converted basis	2,522,355	—
Stock options outstanding	17,703	18,614
Restricted stock units with performance and market conditions	14,601	10,964
Total	3,715,854	1,190,773

NOTE 18 – SUBSEQUENT EVENTS

In January 2026, the Company issued a dividend of 432,099 shares of Class A common stock of flyExclusive to Volato shareholders.

In January 2026, the remaining \$1.0 million of principal and interest on the Fourth Tranche note was converted into 1,926,618 shares of common stock.

On January 19, 2026, the Company entered into the first Amendment to the merger agreement with M2i Global Inc, to extend the end date to March 31, 2026.

Through March 10, 2026, \$2.5 million of principal and interest on the Third Tranche note was converted into 7,406,489 shares of common stock.

On March 6, 2026, the Company signed amendment number five to the Agreement with flyExclusive, pursuant to which the Company sold certain unused intellectual property assets for \$1.3 million payable in cash or shares of flyExclusive's Class A common stock. Such assets represent a portion of the total assets which were anticipated to be sold under one of the Asset Options as described in Note 1. Following the sale of the intellectual property assets pursuant to the fifth amendment, there is \$700,000 in remaining assets that may be sold to flyExclusive under the terms of the Agreement, as amended.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our reports under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms, and that such information is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosure. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefit of controls must be considered relative to their costs. In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management necessarily is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

As of the end of the period covered by the report, as required by Rules 13a-15 and 15d-15 under the Exchange Act, our management, including our Chief Executive Officer and Chief Financial Officer, carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)). Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of December 31, 2025, our disclosure controls and procedures were not effective due to material weaknesses in the Company’s internal control over financial reporting as described below.

Nevertheless, based on the performance of additional procedures by management designed to ensure reliability of financial reporting, management has concluded that, notwithstanding the material weaknesses described below, the financial statements, and other financial information included in this report, fairly present, in all material respects, the financial condition, results of operations, and cash flows of the Company as of the dates, and for the periods presented, in conformity with U.S. GAAP.

Report of Management on Internal Controls over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rules 13a-15(f) and 15d-15(f). Because of its inherent limitations, internal control over financial reporting may not prevent or detect all misstatements. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation.

Our management assessed the effectiveness of the Company’s internal control over financial reporting as of December 31, 2025. The framework used by management in making that assessment was the criteria set forth in the document entitled “Internal Control – Integrated Framework 2013” issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on that assessment, our Chief Executive Officer and Chief Financial Officer has determined and concluded that, as of December 31, 2025, the Company’s internal control over financial reporting was not effective.

Material Weaknesses

Management identified the following material weaknesses in our internal control over financial reporting:

- The Company did not design and maintain formal accounting policies, procedures, and controls to achieve complete, accurate, and timely financial accounting, reporting, and disclosures, including controls over the preparation and review of account reconciliations and journal entries.
- The Company did not maintain a sufficient complement of personnel possessing the appropriate technical accounting competency, training, and experience to address, review, and record financial reporting transactions under U.S. GAAP.
- The Company did not design and maintain adequate segregation of duties consistent with control objectives for key information technology systems that support financial reporting processes.

- The Company did not design and maintain formal and effective controls over information technology general controls (“ITGCs”) for IT systems that are relevant to the preparation of the financial statements.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. If we are unable to remediate these material weaknesses, or if we identify additional material weaknesses in the future or otherwise fail to maintain an effective system of internal controls, we may not be able to accurately or timely report our financial condition or results of operations, which may adversely affect investor confidence in us and, as a result, our stock price.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) that occurred during the quarter ended on December 31, 2025 covered by this Annual Report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

This Annual Report does not include an attestation report of the Company’s registered public accounting firm regarding internal control over financial reporting. Management’s report was not subject to attestation by the Company’s registered public accounting firm pursuant to the permanent exemption of the Securities and Exchange Commission that permit the Company to provide only management’s report in this Annual Report.

ITEM 9B. OTHER INFORMATION

(a) On March 6, 2026, the Company signed amendment number five to the Agreement with flyExclusive, pursuant to which the Company sold certain unused intellectual property assets for \$1.3 million payable in cash or shares of flyExclusive's Class A common stock. Such assets represent a portion of the total assets which were anticipated to be sold under one of the Asset Options as described above. Following the sale of the intellectual property assets pursuant to the fifth amendment, there is \$700,000 in remaining assets that may be sold to flyExclusive under the terms of the Agreement, as amended.

The fifth amendment contains customary representations, warranties, agreements and obligations of the parties. The foregoing description of the fifth amendment does not purport to be complete and is qualified in its entirety by reference to the fifth amendment, a form of which is filed as Exhibit 10.7 to this Annual Report and is incorporated herein by reference.

(b) During the quarter ended December 31, 2025, there was no information required to be disclosed in a report on Form 8-K which was not disclosed in a report on Form 8-K.

(c) During the quarter ended December 31, 2025, no director or officer of the Company adopted, modified, or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408 of Regulation S-K.

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS, AND CORPORATE GOVERNANCE

The information required by this Item 10 will be set forth in the "Directors," "Executive Officers," "Corporate Governance" and "Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters" sections of our definitive proxy statement relating to our 2026 annual meeting of shareholders (the "Proxy Statement"), which will be filed with the SEC within 120 days after the end of the year covered by this Annual Report.

We have adopted an Insider Trading Policy which governs the purchase, sale, and/or other disposition of our securities by our directors, officers, and employees and other covered persons designated by the policy. We believe our Insider Trading Policy is reasonably designed to promote compliance with insider trading laws, rules and regulations, and NYSE American listing standards, as applicable. A copy of our Insider Trading Policy is filed as Exhibit 19.1 to this Annual Report on Form 10-K.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this Item 11 will be set forth in the "Executive and Director Compensation" section of the Proxy Statement, which will be filed with the SEC within 120 days after the end of the year covered by this Annual Report.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this Item 12 will be set forth in the "Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters" section of the Proxy Statement, which will be filed with the SEC within 120 days after the end of the year covered by this Annual Report.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required by this Item 13 will be set forth in the "Certain Relationships and Related Person Transactions" and "Corporate Governance" sections of the Proxy Statement, which will be filed with the SEC within 120 days after the end of the year covered by this Annual Report.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by this Item 14 will be set forth in the “Certain Relationships and Related Person Transactions” and “Corporate Governance” sections of the Proxy Statement, which will be filed with the SEC within 120 days after the end of the year covered by this Annual Report.

ITEM 15. EXHIBITS

Exhibit Number	Exhibit Index Description
2.1	Agreement and Plan of Merger and Reorganization, dated July 28, 2025, between Volato Group, Inc., Volato Merger Subsidiary, Inc., and M2i Global, Inc. (incorporated by reference from Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the SEC on July 29, 2025).
2.2	Amendment No. 1 to Agreement and Plan of Merger and Reorganization, dated January 19, 2026, between Volato Group, Inc., Volato Merger Subsidiary, Inc., and M2i Global, Inc. (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on January 20, 2026).
3.1	Second Amended and Restated Certificate of Incorporation of Volato Group, Inc., as amended through February 19, 2025 (incorporated by reference to Exhibit 3.1 of our Registration Statement on Form S-1 filed with the SEC on May 7, 2025).
3.2	Third Amended and Restated Bylaws of Volato Group, Inc. PROOF Acquisition Corp I, as amended through October 10, 2024 (incorporated by reference to Exhibit 3.1 of our Annual Report on Form 10-K for the year ended December 31, 2024).
4.1*	Description of Securities.
10.1	Form of Second Tranche 10% Original Issue Discount Senior Unsecured Convertible Promissory Note (incorporated by reference from Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the SEC on June 13, 2025).
10.2	Form of Third Tranche 10% Original Issue Discount Senior Unsecured Convertible Promissory Note (incorporated by reference from Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the SEC on July 21, 2025).
10.3	Form of Stockholder Voting and Support Agreement (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on July 29, 2025).
10.4	Form of Share Exchange Agreement, dated September 30, 2025, between the Company and certain shareholders of M2i Global, Inc. (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on September 30, 2025).
10.5	Fourth Amendment to Aircraft Management Services Agreement, dated October 1, 2025, between Volato Group, Inc. and flyExclusive, Inc. (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on October 7, 2025.)
10.6	Form of Fourth Tranche 10% Original Issue Discount Senior Unsecured Convertible Promissory Note (incorporated by reference from Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the SEC on October 17, 2025).
10.7*	Fifth Amendment to the Aircraft Management Services Agreement, dated March 6, 2026.
10.8*	Asset Purchase agreement with flyExclusive, dated March 6, 2026.
19.1	Insider trading policy (incorporated by reference from Exhibit 19.1 to the Company's Annual Report on Form 10-K filed with the SEC on March 31, 2025).
21.1	List of Subsidiaries (incorporated by reference from Exhibit 21.1 to the Company's Registration Statement on Form S-4 filed with the SEC on December 15, 2025).
23.1*	Consent of Rose, Snyder & Jacobs, LLP
24.1*	Power of Attorney (included on signature page).
31.1*	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1**	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2**	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
97.1	Volato Group, Inc. Clawback Policy (incorporated by reference from Exhibit 97.1 to the Company's Annual Report on Form 10-K filed with the SEC on March 31, 2025).
101.INS*	XBRL Instance Document—the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH*	Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents
104*	Cover Page Interactive Data File—the cover page XBRL tags are embedded within the Inline XBRL document contained in Exhibit 101
*Filed herewith	
** Furnished herewith	

ITEM 16. FORM 10-K SUMMARY

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned; thereunto duly authorized.

Date: March 12, 2026

Volato Group, Inc.
By: /s/ Matthew Liotta
Name: Matthew Liotta
Title: Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Matthew Liotta and Mark Heinen, and each of them, his or her true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to do any and all things and execute any and all instruments that such attorney may deem necessary or advisable under the Securities Exchange Act of 1934, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission in connection with this Annual Report and any and all amendments hereto, as fully and for all intents and purposes as he or she might do or could do in person, and hereby ratifies and confirms all that each of said attorneys-in-fact and agents, or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of Registrant and in the capacities and on the dates indicated.

Name	Title	Date
<u>/s/ Matthew Liotta</u> Matthew Liotta	Chief Executive Officer and Director (Principal Executive Officer)	March 12, 2026
<u>/s/ Mark Heinen</u> Mark Heinen	Chief Financial Officer (Principal Financial and Accounting Officer)	March 12, 2026
<u>/s/ Nicholas Cooper</u> Nicholas Cooper	Director	March 12, 2026
<u>/s/ Michael Nichols</u> Michael Nichols	Director	March 12, 2026
<u>/s/ Chris Burger</u> Chris Burger	Director	March 12, 2026
<u>/s/ Alan Gaines</u> Alan Gaines	Director	March 12, 2026

DESCRIPTION OF SECURITIES

The following summary of the material terms of the securities of Volato Group, Inc. is not intended to be a complete summary of the rights and preferences of such securities. You are encouraged to read our Charter in its entirety, which is included as Exhibit 3.1 to this Annual Report on Form 10-K, and the applicable definitive documents governing our Warrants, along with the applicable provisions of Delaware law, for a complete description of the rights and preferences of Volato's securities.

Authorized Capital Stock

The Charter authorizes the issuance of 201,000,000 shares, consisting of 200,000,000 shares of Class A Common Stock, \$0.0001 par value per share, and 1,000,000 shares of Preferred Stock, \$0.0001 par value per share.

Common Stock

Voting Power

Holders of shares of Class A Common Stock of Volato Group, Inc. ("Volato Group Common Stock") are entitled to one vote in respect of each share of stock held of record by such holder on all matters to be voted on by stockholders generally. Except as otherwise required by law, holders of Volato Group Common Stock are entitled to vote on any amendment to the Charter (including any certificate of designation relating to any series of preferred stock) that relates solely to the terms of one or more outstanding series of preferred stock of Volato Group (the "Volato Group Preferred Stock") if the holders of such affected series are entitled, either separately or together as a class with the holders of one or more other such series, to vote on such amendment pursuant to the Charter (including any certificate of designation relating to any series of preferred stock). The Charter contains qualified limitations on the voting power of persons who fail to qualify as a U.S. Citizen. The Charter provides that in no event shall the total number of shares of equity securities held by non-citizens entitled to be more than 24.9% of the aggregate votes of all outstanding equity securities of Volato Group and that if that cap amount is exceeded, then the number of votes such holders shall be entitled to vote shall be reduced pro rata such that the total number of votes of such holders shall, in the aggregate, equal 24.9%.

Dividends

Subject to applicable law and the rights and preferences, if any, of any holders of any outstanding series of Volato Group Preferred Stock, holders of Volato Group Common Stock are entitled to receive dividends when, as and if declared by the Volato Group Board, payable either in cash, in property or in shares of capital stock.

Liquidation, Dissolution and Winding Up

Upon Volato Group's liquidation, dissolution or winding up and after payment in full of all amounts required to be paid to creditors and to any holders of Volato Group's Preferred Stock having liquidation preferences, if any, the holders of Volato Group Common Stock are entitled to receive pro rata Volato Group's remaining assets available for distribution.

Preemptive or Other Rights

Holders of Volato Group Common Stock are not entitled to preemptive rights, and Volato Group Common Stock is not subject to conversion, redemption or sinking fund provisions.

Election and Removal of Directors

Directors are elected by a plurality of the votes cast at each annual meeting of stockholders held for the election of such class of directors. Each director will hold office until the next succeeding annual meeting for the election of the applicable class of directors and until his or her successor is elected and qualified, or until such

director's earlier death, resignation, disqualification or removal. Because the Volato Group Board would be classified into three terms, the directors are generally elected to serve three years. The Charter does not provide for cumulative voting for the election of directors. In compliance with applicable U.S. aviation laws, at least two-thirds of the directors in office at any time must be comprised of individuals who meet the definition of "a citizen of the United States" under applicable law.

Under the Charter, directors may only be removed for cause and only by the affirmative vote of holders of at least two-thirds of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

Preferred Stock

The Charter provides that shares of Volato Group Preferred Stock may be issued from time to time in one or more series. The Volato Group Board are authorized to establish the number of shares to be included in each such series, to fix the designation, vesting, powers (including voting powers), preferences and relative, participating, optional or other rights (and the qualifications, limitations or restrictions thereof) of the shares of each such series and increase or decrease (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the voting power of all of the then outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, without a separate vote of the holders of the Preferred Stock, or any series thereof, unless a vote of any the holders is required pursuant to any Preferred Stock Designation.. The Volato Group Board are able to, without stockholder approval, issue Volato Group Preferred Stock with voting and other rights that could adversely affect the voting power and other rights of the holders of the Volato Group Common Stock and could have anti-takeover effects. The ability of the Volato Group Board to issue Volato Group Preferred Stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things, have the effect of delaying, deferring or preventing a change of control of Volato Group or the removal of existing management.

Warrants

As of March 12, 2025, there were 29,026,000 warrants to purchase Volato Group Common Stock outstanding, consisting of 13,800,000 public warrants and 15,226,000 private warrants.

Each public warrant entitles the registered holder to purchase one share of Volato Group Common Stock at a price of \$11.50 per share, subject to adjustment as discussed below, at any time commencing after December 1, 2023, the date that Volato Group closed its business combination (the "Business Combination Closing Date"). However, no public warrants are exercisable for cash unless there is an effective and current registration statement covering the shares of Volato Group Common Stock issuable upon exercise of the public warrants and a current prospectus relating to such shares of Volato Group Common Stock. Notwithstanding the foregoing, if a registration statement covering the shares of Volato Group Common Stock issuable upon exercise of the public warrants is not effective within 120 days from the Business Combination Closing Date, warrant holders may, until such time as there is an effective registration statement and during any period when the Company shall have failed to maintain an effective registration statement, exercise public warrants on a cashless basis pursuant to an available exemption from registration under the Securities Act. The public warrants will expire five years from the Business Combination Closing Date, or on December 1, 2028 at 5:00 p.m., Eastern Time.

Each private warrant is exercisable for one share of Volato Group Common Stock at an exercise price of \$11.50 per share, and (ii) such private warrants are exercisable for cash (even if a registration statement covering the shares of Volato Group Common Stock issuable upon exercise of such warrants is not effective) or on a cashless basis, at the holder's option, and will not be redeemable by the Company, in each case so long as they are still held by the Sponsor or their affiliates.

The Company may call the outstanding public warrants for redemption in whole and not in part, at a price of \$0.01 per warrant:

- at any time while the warrants are exercisable;
- upon not less than 30 days' prior written notice of redemption to each warrant holder;

if, and only if, the reported last sale price of the shares of Volato Group Common Stock equals or exceeds \$18.00 per share, for any 20 trading days within a 30-day trading period ending on the third business day prior to the notice of redemption to warrant holders; and if, and only if, there is a current registration statement in effect with respect to the shares of Volato Group Common Stock underlying such warrants at the time of redemption and for the entire 30-day trading period referred to above and continuing each day thereafter until the date of redemption.

The right to exercise will be forfeited unless the public warrants are exercised prior to the date specified in the notice of redemption. On and after the redemption date, a record holder of a warrant will have no further rights except to receive the redemption price for such holder's warrant upon surrender of such warrant.

The redemption criteria for the public warrants have been established at a price which is intended to provide warrant holders a reasonable premium to the initial exercise price and provide a sufficient differential between the then-prevailing share price and the warrant exercise price so that if the share price declines as a result of the Company's redemption call, the redemption will not cause the share price to drop below the exercise price of the warrants.

If the Company calls the public warrants for redemption as described above, it will have the option to require all holders that wish to exercise warrants to do so on a "cashless basis." In such event, each holder would pay the exercise price by surrendering the public warrants for that number of shares of Volato Group Common Stock equal to the quotient obtained by dividing (x) the product of the number of shares of Volato Group Common Stock underlying the warrants, multiplied by the difference between the exercise price of the warrants and the "fair market value" by (y) the fair market value. The "fair market value" shall mean the average reported last sale price of Volato Group Common Stock for the 10 trading days ending on the third trading day prior to the date on which the notice of redemption is sent to the holders of warrants. Whether the Company will exercise its option to require all holders to exercise their warrants on a "cashless basis" will depend on a variety of factors including the price of Volato Group Common Stock at the time the warrants are called for redemption, its cash needs at such time and concerns regarding dilutive share issuances.

The public warrants were issued in registered form under the Warrant Agreement between Continental Stock Transfer & Trust Company, as warrant agent, and Volato Group. You should review a copy of the Warrant Agreement, which is filed as Exhibit 4.3 to 2024 Annual Report of Form 10-K, for a complete description of the terms and conditions applicable to the public warrants. The Warrant Agreement provides that the terms of the warrants may be amended without the consent of any holder to cure any ambiguity or correct any defective provision, but requires the approval, by written consent or vote, of the holders of a majority of the then outstanding warrants in order to make any change that adversely affects the interests of the registered holders.

The exercise price and number of shares of Volato Group Common Stock issuable on exercise of the public warrants may be adjusted in certain circumstances including in the event of a share dividend, extraordinary dividend or our recapitalization, reorganization, merger or consolidation.

The public warrants may be exercised upon surrender of the warrant certificate on or prior to the expiration date at the offices of the warrant agent, with the exercise form on the reverse side of the warrant certificate completed and executed as indicated, accompanied by full payment of the exercise price, by certified or official bank check payable to us, for the number of warrants being exercised. The warrant holders do not have the rights or privileges of holders of shares of Volato Group Common Stock and any voting rights until they exercise their warrants and receive shares of Volato Group Common Stock. After the issuance of shares of Volato Group Common Stock upon exercise of the public warrants, each holder will be entitled to one vote for each share held of record on all matters to be voted on by stockholders.

Except as described above, no Volato Group Common Stock will be exercisable for cash, and the Company will not be obligated to issue shares of Volato Group Common Stock unless at the time a holder seeks to exercise such warrant, a prospectus relating to the shares of Volato Group Common Stock issuable upon exercise of the warrants is current and the shares of Volato Group Common Stock have been registered or qualified or deemed to be exempt under the securities laws of the state of residence of the holder of the warrants. Under the terms of the Warrant Agreement, the Company has agreed to use its best efforts to meet these conditions and to maintain a current prospectus relating to the shares of Volato Group Common Stock issuable upon exercise of the warrants until the expiration of the warrants. However, the Company cannot assure you that it will be able to do so and, if the Company does not maintain a current prospectus relating to the shares of Volato Group Common Stock issuable upon exercise of the warrants, holders will be unable to exercise their warrants, and the Company will not be required to settle any such warrant exercise. If the prospectus relating to the shares of Volato Group Common Stock issuable upon the exercise of the warrants is not current or if the Volato Group Common Stock is not qualified or exempt from qualification in the jurisdictions in which the holders of the warrants reside, the Company will not be required to net cash settle or cash settle the warrant exercise, the warrants may have no value, the market for the warrants may be limited and the warrants may expire worthless.

A holder of public warrants may notify the Company in writing in the event it elects to be subject to a requirement that such holder will not have the right to exercise such warrant, to the extent that after giving effect to such exercise, such person (together with such person's affiliates), to the warrant agent's actual knowledge, would beneficially own in excess of 4.99% or 9.99% (or such other amount as a holder may specify) of Volato Group Common Stock outstanding.

No fractional shares will be issued upon exercise of the warrants. If, upon exercise of the warrants, a holder would be entitled to receive a fractional interest in a share, the Company will, upon exercise, round down to the nearest whole number the number of shares of Volato Group Common Stock to be issued to the warrant holder.

Contractual Arrangements with respect to the private warrants

So long as the private warrants are still held by the Sponsor or its affiliates, the Company will not redeem such warrants, and the Company will allow the holders to exercise such warrants on a cashless basis (even if a registration statement covering the shares of Volato Group Common Stock issuable upon exercise of such warrants is not effective). However, once any of the private warrants are transferred from the Sponsor or their affiliates, these arrangements will no longer apply. Furthermore, because the private warrants were issued in a private transaction, the holders and their transferees will be allowed to exercise the private warrants for cash even if a registration statement covering the shares of Volato Group Common Stock issuable upon exercise of such warrants is not effective and receive unregistered shares of Volato Group Common Stock.

Anti-Takeover Effects of Provisions of the Charter and Delaware Law

Certain provisions of the Charter and laws of the State of Delaware could make it more difficult to acquire Volato Group by means of a tender offer, a proxy contest or otherwise, or to remove incumbent officers and directors. These provisions, summarized below, are intended to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of Volato Group to first negotiate with the Volato Group Board. Volato Group believes that the benefits of these provisions outweigh the disadvantages of discouraging certain takeover or acquisition proposals because, among other things, negotiation of these proposals could result in an improvement of their terms and enhance the ability of the Volato Group Board to maximize stockholder value. However, these provisions may delay, deter or prevent a merger or acquisition of Volato Group that a stockholder might consider is in their best interest or in Volato Group's best interests, including transactions that might result in a premium over the prevailing market price of Volato Group Common Stock.

Authorized but Unissued Shares

The authorized but unissued shares of Volato Group Common Stock and preferred stock are available for future issuance without stockholder approval, subject to any limitations imposed by the listing standards of the NYSE. These additional shares may be used for a variety of corporate finance transactions, acquisitions and employee benefit plans. The existence of authorized but unissued and unreserved Volato Group Common Stock and preferred stock could make more difficult or discourage an attempt to obtain control of Volato Group by means of a proxy contest, tender offer, merger or otherwise.

Classified Board; Removal of Directors

The Volato Group Board would be classified into three terms, such that directors would generally be elected to serve three years. In compliance with applicable U.S. aviation laws, at least two-thirds of the directors in office at any time must be comprised of individuals who meet the definition of “a citizen of the United States” under applicable law. Under the Charter, directors may only be removed for cause and only may by the affirmative vote of holders of at least two-thirds of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

These provisions may make it more difficult for stockholders to change the composition of the Volato Group Board or delay their ability to do so.

Special Meetings of Stockholders

The Charter provides that only the Chairperson of the Company Board, the chief executive officer of the Company, or the Volato Group Board may call special meetings of stockholders, thus prohibiting a holder of Volato Group Common Stock from calling a special meeting. These provisions might delay the ability of stockholders to force consideration of a proposal or for stockholders controlling a majority of Volato Group to take any action, including the removal of directors.

Advance Notice Requirements for Stockholder Proposals and Director Nominations

The Bylaws provide that stockholders seeking to bring business before the Company’s annual meeting of stockholders, or to nominate candidates for election as directors at its annual meeting of stockholders, must provide timely notice. To be timely, a stockholder’s notice will need to be delivered to the Secretary of Volato Group at its principal executive offices not less than 90 days nor more than 120 days prior to the one-year anniversary of the preceding year’s annual meeting (which date of the preceding year’s annual meeting, in the case of the first annual meeting of stockholders is deemed to be June 1, 2023). In the event that the annual meeting is more than 30 days before or more than 60 days after such anniversary date (subject to certain exceptions for the first annual meeting following the Business Combination Closing Date), to be timely, a stockholder’s notice must be so delivered no earlier than the close of business on the 120th day prior to such annual meeting and not later than the 90th day prior to such annual meeting or the 10th day following the day on which public disclosure of the date of such annual meeting was first made by Volato Group. The Bylaws also specify certain requirements as to the form and content of a stockholders’ notice.

Supermajority Requirements for the Amendment of the Charter

The bylaws may be amended or repealed by the Volato Group Board or by the affirmative vote of the holders of at least two-thirds (1/3) of the voting power of all of the then-outstanding shares of the capital stock of Volato Group entitled to vote in the election of directors, voting as one class. In addition, the affirmative vote of the holders of at least two-thirds (1/3) of the voting power of the then-outstanding shares of capital stock of Volato Group entitled to vote generally in the election of directors, voting together as a single class, will be required to amend certain provisions of the Charter, including provisions relating to the classified board, the size of the board, removal of directors, special meetings, actions by written consent, and designation of preferred stock.

Board Vacancies and Newly Created Directorships; Board Size

The Charter provides that, subject to the special rights of the holders of any series of preferred stock to elect directors, any vacancy or newly created directorship on the Volato Group Board may be filled by the affirmative vote of a majority of the directors then in office, even if less than a quorum, or by a sole remaining director, and not by the stockholders. Any director chosen to fill a vacancy or newly created directorship will hold office until the expiration of the term of the class for which he or she was elected and until his or her successor is duly elected and qualified, or until his or her earlier death, resignation, disqualification or removal. In addition, the number of directors constituting the whole Board is permitted to be set only by a resolution of the Board. These provisions prevent a stockholder from increasing the size of the Volato Group Board and then gaining control of the board by filling the resulting newly created directorships with its own nominees. This makes it more difficult to change the composition of the Volato Group Board, but promotes continuity of management.

Exclusive Forum Selection

The Charter requires, unless Volato Group consents in writing to the selection of an alternative forum and to the fullest extent permitted by law, that the Court of Chancery of the State of Delaware (or, if such court does not have subject matter jurisdiction thereof, the federal district court of the State of) will be the sole and exclusive forum to bring: (i) any derivative action or proceeding brought on behalf of Volato Group; (ii) any action or proceeding asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, employee or agent of Volato Group or any stockholder to Volato Group or the Volato Group stockholders; (iii) any action or proceeding asserting a claim as such arising out of provision of the DGCL, the Charter or the Bylaws (as the same may be amended from time to time) or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware; and (iv) any action or proceeding asserting a claim governed by the internal affairs doctrine, in all cases to the fullest extent permitted by law. However, such forum selection provisions will not apply to suits brought to enforce any liability or duty created by the Securities Act or the Exchange Act. The Charter also provides that, unless Volato Group consents in writing to the selection of an alternative forum, the federal district courts of the United States of America will be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act.

Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all claims brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. Accordingly, both state and federal courts have jurisdiction to entertain such claims. As noted above, the Charter provides that the federal district courts of the United States will have exclusive jurisdiction over any action asserting a cause of action arising under the Securities Act. Accordingly, there is uncertainty as to whether a court would enforce such provision.

Section 27 of the Exchange Act creates exclusive federal jurisdiction over all claims brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. As noted above, the Charter provides that the choice of forum provision does not apply to suits brought to enforce any duty or liability created by the Exchange Act.

The Charter provides that any person or entity purchasing or otherwise acquiring any interest in shares of Volato Group's capital stock shall be deemed to have notice of and consented to the forum selection provisions in the Charter.

The choice of forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with Volato Group or its directors, officers, or other employees, which may discourage such lawsuits against Volato Group and its directors, officers, and other employees. Alternatively, if a court were to find the choice of forum provisions contained in the Charter to be inapplicable or unenforceable in an action, Volato Group may incur additional costs associated with resolving such action in other jurisdictions, which could harm its business, results of operations, and financial condition.

Section 203 of the Delaware General Corporation Law

Volato Group is subject to the provisions of Section 203 of the DGCL. In general, Section 203 prohibits a Delaware corporation that is listed on a national securities exchange or held of record by more than 2,000 stockholders from engaging in a “business combination” with an “interested stockholder” for a three-year period following the time that such stockholder becomes an interested stockholder, unless the business combination is approved in a prescribed manner as summarized below or another exception or exemption applies. A “business combination” includes, among other things, certain mergers, asset or stock sales or other transactions together resulting in a financial benefit to the interested stockholder. An “interested stockholder” is a person who, together with affiliates and associates, owns, or is an affiliate or associate of the corporation and did own within three years prior to the determination of interested stockholder status, 15% or more of the corporation’s outstanding voting stock. Under Section 203, a business combination between a corporation and an interested stockholder is prohibited unless it satisfies one of several specific exceptions and exemptions, which include but are not limited to situations where:

- before the stockholder became an interested stockholder, the board of directors approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder;
- upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding those shares owned by persons who are directors and also officers, and employee stock plans, in some instances;
- at or after the time the stockholder became an interested stockholder, the business combination was approved by the board of directors of the corporation and authorized at an annual or special meeting of the stockholders by the affirmative vote of at least 66 2/3% of the outstanding voting stock which is not owned by the interested stockholder; or
- the business combination is with an interested stockholder who became an interested stockholder at a time when the restrictions contained in Section 203 did not apply because the corporation’s certificate of incorporation opted out of Section 203.

Under certain circumstances, Section 203 of the DGCL will make it more difficult for a person who would be an “interested stockholder” to effect various business combinations with a corporation for a three-year period. This provision may encourage companies interested in acquiring Volato Group to negotiate in advance with the Volato Group Board because the stockholder approval requirement would be avoided if the Volato Group Board approves either the business combination or the transaction which results in the stockholder becoming an interested stockholder. Section 203 of the DGCL also may have the effect of preventing changes in the Volato Group Board and may make it more difficult to accomplish transactions which stockholders may otherwise deem to be in their best interests.

Limitation on Liability and Indemnification of Directors and Officers

The Bylaws provide that Volato Group’s directors and officers are indemnified and advanced expenses by Volato Group to the fullest extent authorized or permitted by the DGCL as it now exists or may in the future be amended, subject to exceptions, including without limitation that the rights of such persons to indemnification under the Bylaws does not generally include proceedings or parts thereto initiated by the indemnitee without authorization from the Volato Group Board. In addition, the Charter provides that Volato Group’s directors and officers will not be personally liable to Volato Group or its stockholders for monetary damages for breaches of their fiduciary duty as directors or officers to the fullest extent permitted by the DGCL (including as the DGCL may potentially be amended in the future to permit further exculpation of directors or officers).

The Bylaws also permit Volato Group to purchase and maintain insurance on behalf of any officer, director, employee or agent of Volato Group for any liability arising out of his or her status as such, regardless of whether the DGCL would permit indemnification.

These provisions may discourage stockholders from bringing a lawsuit against Volato Group directors or officers for breach of their fiduciary duties. These provisions also may have the effect of reducing the likelihood of derivative or other litigation against directors and officers, even though such an action, if successful, might otherwise benefit Volato Group and its stockholders. Furthermore, a stockholder's investment may be adversely affected to the extent Volato Group pays the costs of settlement and damage awards against directors and officers pursuant to these indemnification and advancement provisions.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to Volato Group directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

FIFTH AMENDMENT TO AIRCRAFT MANAGEMENT SERVICES AGREEMENT

THIS FIFTH AMENDMENT TO AIRCRAFT MANAGEMENT SERVICES AGREEMENT (this “Amendment”) is effective as of March 6, 2026 (the “Amendment Effective Date”), among flyExclusive, Inc. (“Service Provider” or “FLYX”) and Volato Group, Inc. (the “Company” or “SOAR”).

RECITALS:

- A. Company and Service Provider previously entered into that certain Aircraft Management Services Agreement dated as of September 2, 2024, as amended on March 26, 2025, August 29, 2025, September 12, 2025, and October 1, 2025 (the “AMS Agreement”).
- B. Company and Service Provider now desire to enter into this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 AMS 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 4(f) of the AMS Agreement is hereby amended and restated in its entirety as follows:“(f) Asset Options.

The Company hereby grants to Service Provider, subject to the terms and conditions stated herein, the right to purchase from the Company certain aviation-related assets and assume certain obligations of the Company and/or its subsidiaries (the “Service Provider Option”), and Service Provider hereby grants to the Company, subject to the terms and conditions stated herein, the right to sell to Service Provider certain aviation-related assets and assign certain obligations of the Company and/or its subsidiaries to Service Provider (the “Company Option,” and collectively with the Service Provider Option, the “Asset Options”). Upon exercise of either of the Asset Options, the Company and Service Provider shall execute an asset purchase agreement (the “Asset Purchase Agreement”) in the form of Exhibit A, attached hereto, updated to reflect the actual assets purchased upon such exercise as annotated on Exhibit A. Each of the Service Provider and the Company shall perform its obligations as set forth in the Asset Purchase Agreement upon exercise of either of the Asset Options.

The assets to be purchased by exercise of either of the Asset Options are the “Purchased Assets” as defined in Section 1.1 of the Asset Purchase Agreement, and designated as either “Vaunt” assets or “Non-Vaunt Assets” in such Asset Purchase Agreement, which includes the assumption of all of Vaunt’s current flight subscription obligations as “Assumed Contract” as defined in the Asset Purchase Agreement. The assets to be purchased by

exercise of the Asset Options specifically exclude the assets set forth in Section 1.3 of the Asset Purchase Agreement, including but not limited to the assets pertaining to the “Parslee business.” Section 1.2 of the Asset Purchase Agreement sets forth the liabilities that will and will not be assumed pursuant to the Asset Purchase Agreement.

The Company Option may be exercised by SOAR up to two (2) times in the aggregate. Each exercise of the Company Option shall be for one or more Purchased Assets selected by the Company from Section 1.1 of Exhibit A, at a purchase price determined by the Company for such exercise; provided, that the aggregate purchase price for all exercises of the Company Option shall equal and not exceed Two Million Dollars (\$2,000,000) (the “Purchase Price”). The Company Option shall be exercisable by SOAR beginning on the Amendment Effective Date and end on the earlier of (w) the end of the Term, (x) the day immediately prior to the beginning of the exercise period of the Service Provider Option, and (y) the completion of the transaction set forth in Section 4(k).

The Service Provider Option shall be exercisable by FLYX beginning six (6) months following the completion of any Change of Control of the Company, and shall expire simultaneously with the end of the Term. For this Agreement, “Change of Control” shall mean the occurrence of any of the following: (A) a singular acquisition of more than 50% of the outstanding voting securities of the Company by any one person or affiliated group; (B) a merger or consolidation of the Company with another entity where the Company does not survive; or (C) any singular transaction in which a majority of the board of directors of the Company changes, but specifically excluding such a change set forth in (A) or (C) above in the event it occurs as part of a Company capital raise. Notwithstanding anything herein to the contrary, the Option shall not become exercisable solely by virtue of any internal restructuring, equity issuance, or change in director composition that does not involve a bona fide transfer of control to an unrelated third party. The Company and FLYX consummation of that certain Agreement and Plan of Merger and Reorganization by and among Volato, Volato Merger Subsidiary, Inc. and M2i Global, Inc., dated as of July 28, 2025 or any substantially similar transaction (the “M2i Merger Agreement”) would constitute a “Change of Control” under this Agreement.

The purchase price (“Purchase Price”) for the Asset Options shall be Two Million Dollars (\$2,000,000) in cash or common shares of FLYX, or any combination thereof at FLYX’s discretion. Any fraction of FLYX common stock calculated for the Purchase Price in whole or part shall be rounded up to the nearest whole number of FLYX common stock. For any portion of the Purchase Price paid in FLYX common stock, the value of the FLYX common stock shall be determined as the VWAP of FLYX common stock as of the Effective Date of the Asset Purchase Agreement. After one of the Company Options has been exercised, the Purchase Price for the Service Provider Option shall be reduced by the amount of consideration paid by Service Provider in connection with the closing of the asset purchase agreement related to such exercised Company Option.

“VWAP” means, for any date of determination, the volume-weighted average price per share of FLYX common stock on the NYSE American LLC (or any successor exchange) as reported by Bloomberg L.P. under the function “VWAP” for the security designated as “FLYX <Equity> VWAP” (or, if Bloomberg ceases to publish VWAP, another reputable

financial data source selected in good faith by the parties), calculated for the thirty (30) consecutive trading days ending on and including the fifth (5th) trading day prior to the applicable determination date. For the avoidance of doubt, "VWAP" shall be determined without regard to after-hours trading or any other trading outside of regular trading hours (9:30 a.m. to 4:00 p.m. New York City time) and shall exclude any block trades not reported contemporaneously with public trading data.

In the event that any asset or obligation is not transferrable by Company upon any exercise of the Company Option or Service Provider Option, as applicable (e.g., trademark application final rejection), then each of the Service Provider and the Company shall cooperate in the manner specified in Section 6.3 of the Asset Purchase Agreement.

The Company shall not, without the written consent of Service Provider: (1) transfer any asset or obligation prior to the exercise of either the Asset Options (other than internal reorganizations), or (2) issue third-party licenses to any asset or assets subject to the Asset Purchase Agreement except non-exclusive licenses in the ordinary course of business.

Registration of Option Shares.

If any Asset Option is exercised and Service Provider pays some or all of the Purchase Price in shares of FLYX common stock (the "Option Shares"), FLYX shall, promptly, but in any event, within thirty (30) days of the execution of the applicable Asset Purchase Agreement, file with the U.S. Securities and Exchange Commission (the "SEC") a registration statement on Form S-3 (or such other form as may be available) for the purpose of registering the resale of FLYX common stock issued to SOAR pursuant to such Asset Purchase Agreement (the "Option Shares"). FLYX shall use commercially reasonable efforts to cause such registration statement (the "Option Shares Initial Registration Statement") to become effective as promptly as practicable and to remain effective until the date on which all such shares are eligible for resale under Rule 144 without restriction.

To the extent permitted by applicable SEC rules, the Option Shares Initial Registration Statement shall be filed as a shelf registration under Rule 415, and SOAR shall be entitled to request customary takedowns or prospectus supplements for resale transactions under such shelf. SOAR shall not be required to effect any resale under Rule 144 unless otherwise eligible under Rule 144(b)(1), and nothing herein shall be construed to treat SOAR as an underwriter. To the extent a shelf registration is not available, the Option Shares Initial Registration Statement shall be on Form S-1.

FLYX shall use commercially reasonable efforts to ensure that all shares issued or issuable under this Agreement, including the Option Shares, are approved for listing on the NYSE American LLC securities exchange (or any successor national exchange) following issuance and, in any event, prior to resale under any registration statement.

SOAR shall cooperate with FLYX in the preparation of the Option Shares Registration Statement(s) by providing all information reasonably requested by FLYX and in its possession or control, including customary representations, beneficial ownership certifications, and legal compliance materials.

Notwithstanding anything to the contrary herein, the Parties acknowledge and agree that this Amendment shall not constitute, and shall not be deemed to constitute, a sale, assignment, or transfer of the Vaunt business or any aviation-related business line, and that any exercise of the Asset Options shall be contingent on a separate arms-length transaction.”

2.2 No Other Amendments. Except for the amendment expressly set forth in Section 2.1 of this Amendment, the AMS Agreement shall remain unchanged and in full force and effect.

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.

4.1 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 costs incurred in connection with the negotiation, preparation and execution of this Amendment.

4.2 This Amendment does not and shall not be construed to transfer, assign, or convey to FLYX any ownership interest, risk of loss, or benefit of appreciation or income in any asset or obligation owned or managed by Volato Group. The parties expressly disclaim any intent that this Amendment constitute a sale, capital contribution, or other transaction that could be construed to confer an equity interest or economic ownership in Volato Group or its assets or obligations to FLYX or any of its affiliates. Nothing in this Amendment shall be interpreted to create a partnership, joint venture, or fiduciary relationship between the parties. Each party shall act solely as an independent contractor under this Agreement.

4.3 The Parties acknowledge that all equity issued under this Amendment is at fair market value as determined pursuant to independently verifiable 30-day VWAP pricing, and no valuation premium, discount, or incentive is implied.

4.4 For the avoidance of doubt, the terms of this Amendment shall survive the Term of the AMS Agreement.

4.5 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: Thomas James Segrave, Jr.
0C32A5999A63403...

Name: Jim Segrave

Title: Chief Executive Officer

[Signatures continue on the following page]

COMPANY: Volato Group, Inc.,
a Delaware corporation

Signed by:
By: Mark Heinen
46E767F4961B44C...

Name: Mark Heinen

Title: Chief Financial Officer

Exhibit A

Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into on this ___ day of _____, 20__ (the "Closing Date"), by and between Volato Group, Inc., a Delaware corporation ("Parent"), Volato, Inc., a Georgia corporation and wholly owned subsidiary of Parent ("Volato"), Fly Vaunt, LLC, a Georgia limited liability company and a wholly owned subsidiary of Volato, Inc. ("Fly Vaunt") (each of Parent, Volato and Fly Vaunt are sometimes referred to individually as a "Seller" and collectively as the "Sellers"), and flyExclusive, Inc., a Delaware corporation ("Buyer"). Each Seller and Buyer are sometimes referred to individually as a "Party" and collectively as the "Parties." Unless otherwise provided in this Agreement, terms with initial capital letters used in this Agreement will have the meanings ascribed to such terms in Annex A which is attached to, incorporated in and made a part of this Agreement.

WITNESSETH:

WHEREAS, Buyer and Parent are party to that certain Aircraft Management Services Agreement, dated September 2, 2024, as amended time to time, and most recently by that certain Fifth Amendment to Aircraft Management Services Agreement, dated March 6, 2026 (as amended, the "AMS Agreement");

WHEREAS, Pursuant to Section 4(f) of the AMS Agreement, under certain conditions, Buyer has the right and option to acquire designated assets of Sellers, and under certain other conditions, Parent has the right and option to cause Buyer to acquire the same designated assets of Sellers (collectively, the "Option");

WHEREAS, Buyer or Parent, as applicable, has timely exercised the Option pursuant to Section 4(f)(iii) of the AMS Agreement, and Buyer desires to purchase from Sellers, and Sellers desire to sell to Buyer, certain assets of Sellers, all subject to and in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the purchase of designated assets shall be divided into two transactions, one of which will be the purchase of assets designated and identified as "Vaunt Assets" in the schedules to this Agreement and one of which will be the purchase of assets designated and identified as "Non-Vaunt Assets" in the schedules to this Agreement.

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

EXERCISE OF COMPANY OPTION, PURCHASE AND SALE

Sellers hereby exercise the Company Option for the purchase of the [Vaunt Assets] [Non-Vaunt Assets].

1.1 Purchased Assets. Sellers hereby sell, assign, convey and deliver to Buyer, and Buyer hereby purchases and acquires from Sellers, all of Sellers' rights, titles and interests in and to the following [Vaunt Assets] [Non-Vaunt Assets] owned or used by Sellers, wherever located, whether tangible or intangible (collectively, the "Purchased Assets"), free and clear of any and all liens and Encumbrances:

- (a) the tangible and intangible property set forth on Schedule 1.1(a) attached hereto;

[(b) all of Sellers' rights and obligations relating to Vaunt's flight subscription obligations as well as all of Sellers' rights and obligations under the contracts and agreements described on Schedule 1.1(b) attached hereto (collectively, the "Assumed Contracts");]

(c) all books, records, files and papers relating to the Purchased Assets, the Seller Business;

(d) all Intellectual Property and Intellectual Property Rights related to or associated with the Purchased Assets, (each, as defined below) including but not limited to the Intellectual Property and Intellectual Property Rights set forth on Schedule 1.1(d), including all causes of action, claims and remedies for current, past and future infringement, misappropriation and similar violations with respect thereto;

(e) all permits, licenses, and governmental authorizations, variances, consents, registrations, and approvals related to or associated with the Purchased Assets or required to operate the Seller Business, as operated in the ordinary course, consistent with past practices, by Sellers and their Affiliates, and specifically including, without limitation, those items set forth on Schedule 1.1(e) attached hereto;

(f) all prepaid expenses, customer deposits (but specifically excluding any payments for revenue not yet recognized), deferred revenue and advance payments of any kind related to the Purchased Assets or the Seller Business, specifically including, without limitation, those items set forth on Schedule 1.1(f) attached hereto;

(g) all rights under and pursuant to all warranties, representations, and guaranties made by suppliers of goods or services to Sellers relating to the Purchased Assets;

(h) all of the goodwill associated with the Purchased Assets and the Seller Business;
and

(j) a grant from Sellers to Buyer of the Perpetual Fallback License in a form mutually agreeable to Buyer and Sellers.

At the Closing (as hereinafter defined), Sellers shall sell, assign, transfer, convey and deliver to Buyer the Purchased Assets free and clear of any and all pledges, claims, security interests, obligations, liens, leases, contracts to sell, or other encumbrances, charges, claims, or liabilities of any kind or nature whatsoever ("Encumbrances").

1.2 Assumed and Excluded Liabilities. Except for obligations and liabilities arising from the Assumed Contracts, solely to the extent that such Assumed Contracts have been entered into in the ordinary course of business, and that such liabilities and obligations accrue, arise or occur after the Closing Date and do not relate to any failure to perform, improper performance, or other breach, default or violation by Sellers on or prior to the Closing Date (collectively, the "Assumed Liabilities"), Buyer shall not assume nor be obligated to pay, perform or discharge any liability, obligation, debt, charge or expense of Seller, or any such item imposed on Buyer as successor to Sellers or any of their Affiliates, with respect to any transaction, event, condition, action, suit, proceeding, debt, charge, liability, obligation, expense or claim accruing, arising or occurring prior to, on or after the Closing Date, whether asserted prior to, on or after the Closing Date, whether accrued or contingent, liquidated or unliquidated, asserted or unasserted, known or unknown, or due or not due (collectively, the "Excluded Liabilities").

1.3 Excluded Assets. For the avoidance of doubt, Purchased Assets shall specifically exclude cash, cash-like items, bank accounts and Stripe reserves, any non-aviation-related software or intellectual property listed on Schedule 1.3, and any equity interest in Fly Vaunt, all of which shall remain the property of the applicable Seller.

ARTICLE II PURCHASE PRICE

2.1 Purchase Price. Subject to the terms and conditions of this Agreement, the total consideration for the Purchased Assets, and the other covenants and obligations under this Agreement, shall be the sum of _____ (\$_____) Dollars [\$1,333,333 for the Non-Vaunt Assets] [\$666,667 for the Vaunt Assets](the "Purchase Price").

2.2 Payment of Purchase Price. At the Closing, the Purchase Price shall be paid by Buyer to Parent in cash by (a) wire transfer of immediately available funds to an account designated by Parent, (b) in shares of Buyer common stock, or (c) any combination thereof (at Buyer's sole discretion). Any fraction of a share of Buyer common stock transferred by Buyer to Parent as part of the Purchase Price shall be rounded up to the nearest whole number of shares. For any portion of the Purchase Price paid in shares of common stock of Buyer, the value of one share of Buyer common stock shall be determined as the VWAP of Buyer's common stock as of the Closing Date.

2.3 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets as provided in Schedule 2.3 attached hereto. Sellers and Buyer acknowledge that the allocations of the Purchase Price set forth on Schedule 2.3 attached hereto are based upon the fair value of the Purchased Assets determined by arms-length negotiations, and all Parties shall adhere to such allocation in all tax returns and other documents filed with any governmental authority.

ARTICLE III CLOSING

3.1 Closing. The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place remotely via electronic exchange of documents and signatures on the Closing Date. For accounting, tax and finance purposes, the effective time of the Closing shall be deemed to be as of 11:59 p.m. Eastern Time on the Closing Date.

3.2 Buyer's Deliveries. At the Closing, Buyer, in addition to the other requirements of this Agreement, shall deliver, or cause to be delivered, to Sellers the following:

- (a) the Purchase Price;
- (b) the bill of sale, assignment and assumption agreement in a mutually agreeable form (the "Bill of Sale"), duly executed by Buyer; and
- (c) the intellectual property assignment and assumption agreement in a mutually agreeable form (the "IP Assignment Agreement"), duly executed by Buyer.

3.3 Sellers' Deliveries. At the Closing, Sellers, in addition to the other requirements of this Agreement, shall deliver, or cause to be delivered, to Buyer the following:

- (a) resolutions of Sellers approving the execution, delivery and performance of this Agreement and the transactions contemplated hereby;
- (b) the Bill of Sale, duly executed by Sellers;
- (c) the IP Assignment Agreement, duly executed by Sellers;

(d) the Perpetual Fallback License; and

(e) such other bills of sale, assignments and other instruments of transfer or conveyance, duly executed by Sellers, as may be reasonably requested by Buyer to effect the sale, conveyance and delivery of the Purchased Assets to Buyer.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

To induce Buyer to enter into this Agreement and to purchase the Purchased Assets, Sellers represent and warrant to Buyer as follows, except (i) as set forth on the disclosure schedules delivered by Sellers to Buyer in connection with this Agreement (the “Disclosure Schedules”) or (ii) as disclosed in Parent’s SEC Documents filed with the SEC prior to the date hereof and publicly available on the SEC’s Electronic Data Gathering Analysis and Retrieval (EDGAR) system (but (A) without giving effect to any amendment thereof filed with, or furnished to the SEC on or after the date hereof and (B) excluding any disclosures contained under the heading “Risk Factors” and any disclosure of risks included in any “forward-looking statements” disclaimer or in any other section to the extent they are forward-looking statements or cautionary, predictive or forward-looking in nature), it being understood that any matter disclosed in Parent’s SEC Documents shall be deemed to be disclosed in a section of the Disclosure Schedules only if it is reasonably apparent from a reading of such Parent’s SEC Documents that it would be applicable to such section or subsection of the Disclosure Schedules. The sections of the Disclosure Schedules are numbered and captioned to correspond to the Sections of this Agreement and each disclosure in the Disclosure Schedules will qualify the representations and warranties in the corresponding Section of this Agreement:

4.1 Organization and Authority.

(a) Each Seller is a corporation or limited liability company, as applicable, duly formed, validly existing and in good standing under the laws of the state in which it was formed, with full corporate power, or limited liability company power, as applicable, and authority to own, lease, hold and operate the assets and properties owned, leased, held or operated by it, to carry on its business as it is currently conducted and to enter into and perform its obligations under this Agreement. Each Seller is duly qualified or licensed and in good standing to do business in each jurisdiction in which the property owned, leased, held, or operated by it or the nature of its business makes such qualification or licensing necessary. The execution, delivery and performance of this Agreement and the other documents to be executed by each Seller in connection herewith, the sale to Buyer of the Purchased Assets, and the consummation of the transactions contemplated by this Agreement and such other documents, have been duly authorized by all requisite action on the part of each Seller. This Agreement constitutes, and all bills of sale, assignments, agreements and other instruments and documents to be executed and delivered by each Seller hereunder will constitute (assuming the due authorization, execution and delivery by the other parties hereto and thereto), the legal, valid and binding obligations of each Seller, enforceable against each Seller in accordance with their respective terms.

(b) [Reserved].

4.2 Absence of Conflicts and Consent Requirements. The execution and delivery of this Agreement and the other documents contemplated by this Agreement to which it is party, the consummation of the transactions contemplated by this Agreement, and compliance by each Seller with the provisions of this Agreement and such other documents does not and will not: (a) conflict with or result in a breach of the terms or conditions of the Certificate of Incorporation, bylaws, Articles of Organization, operating agreement or other organizational documents of any Seller; (b) violate, conflict

with, constitute a default under, or give rise to any right to termination, cancellation or acceleration under the terms, conditions or provisions of any mortgage, indenture, agreement, lease, obligation, restriction, arrangement, instrument or other contract to which Sellers or Seller Parent is a party or is bound, or by which Sellers, Seller Parent, the Purchased Assets, or any of Sellers' or Seller Parent's other properties or assets may be affected; (c) result in the creation or imposition of any lien, claim, interest, restriction, charge or encumbrance upon any of the Purchased Assets, or any of the assets or properties of Sellers or Seller Parent; (d) violate any judgment, order, decree, law, statute, regulation or other judicial or governmental restriction to which Sellers, Seller Parent or any of the Purchased Assets or any assets or properties of Sellers or Seller Parent is subject; or (e) except as disclosed in Section 4.2 of the Disclosure Schedules, require the consent, approval or waiver of, or any prior filing with or notice to, any governmental authority or other third party.

4.3 [Reserved].

4.4 Title to Property. Each applicable Seller has good and marketable fee simple title to, or a valid leasehold interest in, the Purchased Assets, free and clear of all Encumbrances. Each applicable Seller has the right to convey or assign the Purchased Assets to Buyer, and at the Closing shall have conveyed to Buyer good and valid title or leasehold interest in or to the Purchased Assets, free and clear of any and all Encumbrances.

4.5 Taxes. Except as set forth in Section 4.5 of the Disclosure Schedules, (a) each Seller has filed all Tax Returns (as defined below) which are required to be filed and has paid all Taxes (as defined below) which have become due pursuant to such Tax Returns or pursuant to any assessment which has become payable; (b) all monies required to be withheld by each Seller (including from employees for income Taxes and social security and other payroll Taxes) have been collected or withheld, and either paid to the respective taxing authorities, set aside in accounts for such purpose, or accrued, reserved against and entered upon the books of each Seller, as applicable; (c) no Seller has been delinquent in the payment of any Taxes; (d) there are neither any present disputes or claims nor any prior disputes or claims ever made with any taxing authority, in any jurisdiction, as to Taxes of any nature payable or determined to be payable by Sellers, and there is no basis for any such dispute or claim; (e) there is no tax sharing agreement, tax allocation agreement, tax indemnity obligation, or similar written or unwritten agreement, arrangement, understanding, or practice with respect to any taxes that shall require any payment by Sellers; and (f) as of the date of Closing, no Seller has any Tax liability for any Taxes due or to be due for all periods prior or ending on the Closing Date.

4.6 Contracts. Buyer has been provided a true and complete copy of (or a true and complete written description of the terms of any of the following that are oral) all contracts, agreements, understandings, and other commitments to which Sellers are, directly or indirectly, a party, and by which the Purchased Assets are bound or otherwise affected, including, without limitation, all of the Assumed Contracts. Except as set forth in Section 4.6(a) of the Disclosure Schedules, the Assumed Contracts are (i) current, represent actual bona fide transactions and were prepared in the ordinary course of Sellers' operation of their respective businesses, (ii) are valid and binding obligations of the applicable Seller, (iii) in full force and effect, and Sellers have no knowledge that any party to any such contract, agreement, understanding or commitment is in breach or default thereof, and (iv) not subject to any dispute, set-off, or counterclaim, nor are any of the Assumed Contracts the subject of any re-negotiation. Sellers have not received any notice of non-renewal or price increase with respect to any of the Assumed Contracts. The Assumed Contracts will be duly assigned to Buyer at the Closing and upon such assignment, Buyer will acquire all of Sellers' rights, titles and interests in and to such contracts and will be substituted for the applicable Sellers under the terms thereof.

4.7 Intellectual Property.

(a) Registered IP. Section 4.7(a) of the Disclosure Schedules sets forth all Intellectual Property owned or purported to be owned by Sellers related to or associated with the Purchased Assets or the Seller Business (the “Seller Owned IP”). The Seller Owned IP is valid, subsisting, and enforceable, and there are no oppositions, cancellations, invalidity proceedings, interferences or re-examination proceedings presently pending, threatened in writing or, to Sellers’ knowledge, otherwise threatened with respect to the Registered Intellectual Property included in the Seller Owned IP. All necessary registration, maintenance and renewal fees due with respect to all Registered Intellectual Property included in the Seller Owned IP have been paid and all necessary documents, recordations and certificates in connection with such Registered Intellectual Property have been filed with the relevant governmental authorities for the purposes of prosecuting, establishing ownership by Sellers and maintaining such Registered Intellectual Property.

(b) Company Licensed Software and Licensed Databases. Section 4.7(b) of the Disclosure Schedules sets forth, with respect to Sellers, all Licensed Software and Licensed Databases (in each case, other than Off-the-Shelf Software). Except as set forth on Section 4.7(b) of the Disclosure Schedules, such Licensed Software and Licensed Databases are not, and do not include any, Open Source Software that requires as a condition of how Sellers currently uses or has used such Licensed Software and Licensed Databases that any Computer Software or Computer Databases or data incorporated into, derived from or distributed with such Licensed Software and Licensed Databases be (i) disclosed or, in the case of Computer Software, distributed in source code form, (ii) licensed for the purpose of making derivative works, (iii) redistributable at no charge, or (iv) subject to any other material limitation, restriction or condition on the right or ability of Sellers to use or distribute the same. Sellers have at all times in the past three (3) years been in compliance in all material respects with the terms of all contracts, agreements, understandings, and other commitments governing the use or distribution of all Licensed Software and Licensed Databases (including Open Source Software). The Licensed Software and Licensed Databases do not contain any substantial or material programming errors or, to Seller’s knowledge, any Harmful Code.

(c) Company Proprietary Software and Proprietary Databases. Section 4.9(c) of the Disclosure Schedules sets forth, with respect to Sellers, a list of all Proprietary Software and Proprietary Databases and the Open Source Software used therein. All source code and other documentation concerning such Proprietary Software are, in all material respects, correct, accurate, complete and sufficiently documented to enable a Computer Software developer of reasonable skill to understand, modify, debug, enhance, compile, support and otherwise utilize all aspects of the Computer Software to which it pertains. No source code for such Proprietary Software has been delivered or licensed to any other Person, or is subject to any source code escrow or assignment obligation. The Open Source Software used in or distributed with such Proprietary Software and Proprietary Databases does not have license or other usage terms that require as a condition of how Sellers currently uses, distributes, or has used or distributed, such Open Source Software, Proprietary Software and Proprietary Databases, that any Computer Software or Computer Databases or data or other Intellectual Property incorporated into, derived from or distributed with such Proprietary Software and Proprietary Databases be (i) disclosed or, in the case of Computer Software, distributed in source code form, (ii) licensed for the purpose of making derivative works, (iii) redistributable at no charge, or (iv) subject to any other material limitation, restriction or condition on the right or ability of Sellers to use or distribute the same. Such Proprietary Software and Proprietary Databases does not contain any substantial or material programming errors or, Sellers’ knowledge, any Harmful Code.

(d) Seller Owned Intellectual Property. Except as set forth on Section 4.7(d) of the Disclosure Schedules, Sellers are the exclusive owners of all right, title, and interest in and to each item of Seller Owned IP, free and clear of all Encumbrances. All Seller Licensed IP is licensed to Sellers pursuant to valid, written license agreements. Except as set forth on Section 4.7(d) of the Disclosure Schedules, the Seller Owned IP and Seller Licensed IP, and the Intellectual Property Rights therein, comprise all of the

Intellectual Property and Intellectual Property Rights used in or necessary to conduct the Seller Business, as conducted immediately prior to the Closing, and such rights will be exercisable after the Closing by Buyer in the same manner as conducted by Sellers immediately prior to the Closing, and Sellers' rights therein and thereto will not be altered or impaired by the consummation of the transactions contemplated by this Agreement.

(e) Seller Non-Infringement. Sellers, the operation of Seller Business as currently conducted, and the use by Sellers of the (i) Intellectual Property and Intellectual Property Rights used by it in operation of its business as currently conducted (including all Seller Owned IP and Seller Licensed IP) (the "Seller Business IP"), and (ii) Sellers' IT Assets, in connection therewith do not infringe, misappropriate or otherwise violate the Intellectual Property or Intellectual Property Rights of any third party, and have not done so in the last six (6) years. Sellers have not received any written notice or claim from any Person alleging that Sellers violate, infringe or misappropriate any Intellectual Property or Intellectual Property Rights of such party, or challenging the right of Sellers to own, use, or enforce any of the Seller Business IP. There are no current, and in the past three (3) years there have been no, legal proceedings, written threats of legal proceedings, or to Sellers' knowledge, non-written threats of legal proceedings, in each case, in which Sellers have alleged the violation, misappropriation or infringement of any Seller Business IP by any Person, and there has been no violation, infringement or misappropriation by any Person of the Seller Owned IP.

(f) Third Party Use. Except as set forth in Section 4.7(f) of the Disclosure Schedules, or with respect to non-exclusive licenses granted by Sellers in the ordinary course of business to customers in connection with the provision of services to those customers, Sellers has not granted any other Person a license or other right to use any Seller Business IP.

(g) Buyer-created derivative works. Notwithstanding anything to the contrary in this Agreement or in any certificate, schedule or document delivered pursuant hereto, Sellers make no representation or warranty, and shall have no liability or indemnification obligation, with respect to any derivative works of Seller Intellectual Property that were created, authored, developed, or modified by Buyer or its Affiliates under any license granted by Sellers prior to the Closing, including any claims or Losses arising from or related to the authorship, validity, originality, enforceability, or alleged infringement, misappropriation, or violation of Intellectual Property rights by such derivative works.

4.8 [Reserved].

4.9 Condition and Sufficiency of the Purchased Assets. The Purchased Assets are in good operating condition, normal wear and tear excepted, and there is no deferred maintenance with respect to any of the property transferred. The Purchased Assets are fit for Buyer's intended uses and functions, have been maintained in accordance with reasonable business practices, and conform in all material respects to all applicable laws. The Purchased Assets are all of the assets necessary for the operation of the Seller Business in substantially the same manner as currently operated by Sellers.

4.10 Litigation. Except as set forth in Section 4.10 of the Disclosure Schedules, there is no suit, claim, action or proceeding, at law or in equity, now pending or, to Sellers' knowledge, threatened against or affecting Sellers, the Seller Business, or the Purchased Assets before any court, administrative or regulatory body, or any governmental agency, nor, to Sellers' knowledge, are there any grounds therefor.

4.11 No Broker. No Seller, nor any person acting on either such party's behalf, has paid or become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement.

4.12 Compliance with Law. Except as set forth in Section 4.12 of the Disclosure Schedules, (a) no Seller is in material violation of, or delinquent in respect to, any decree, order, or arbitration award or law, statute, rule, ordinance, or regulation of or agreement with or from any federal, state, or local governmental authority (or to which its properties, assets, personnel, or business activities are subject); and (b) the ownership and operation of the Purchased Assets by Sellers, and the conduct of the Seller Business are in material compliance with all applicable federal, state, and local laws, ordinances, regulations, and orders, and no event has occurred or circumstances exist that (with or without notice or lapse of time or both) (i) may constitute or result in a violation by Sellers of, or a failure on the part of Sellers to comply with, any decree, order, or arbitration award or law, statute, rule, ordinance, or regulation of or agreement with or from any federal, state, or local governmental authority, or (ii) would give rise to any obligation on the part of Sellers to undertake, or to bear all or any portion of the cost of, any remedial action of any nature.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

To induce Sellers to enter into this Agreement and to sell the Purchased Assets, Buyer represents and warrants to Sellers as follows:

5.1 Organization and Authority of Buyer. Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, with full corporate power and authority to own, lease, hold and operate the assets and properties owned, leased, held or operated by it, to carry on its business as it is currently conducted and to perform its obligations under this Agreement. The execution, delivery and performance of this Agreement and the other documents to be executed by Buyer in connection herewith, the purchase from Sellers of the Purchased Assets, and the consummation of the transactions contemplated by this Agreement and such other documents, have been duly authorized by all requisite action on the part of Buyer. This Agreement constitutes, and all bills of sale, assignments, agreements and other instruments and documents to be executed and delivered by Buyer hereunder will constitute (assuming the due authorization, execution and delivery by the other parties hereto and thereto), the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms.

5.2 Absence of Conflicts and Consent Requirements. Buyer's execution and delivery of this Agreement and the other documents contemplated by this Agreement to which it is a party, the consummation of the transactions contemplated by this Agreement, and compliance by Buyer with the provisions of this Agreement and such other documents, does not and will not: (a) conflict with or result in a breach of the terms or conditions of the Certificate of Incorporation, bylaws, Articles of Organization, operating agreement or other organizational documents of Buyer; (b) violate, conflict with, constitute a default under, or give rise to any right to termination, cancellation or acceleration under the terms, conditions or provisions of any mortgage, indenture, agreement, lease, obligation, restriction, arrangement, instrument or other contract to which Buyer is a party or is bound; (c) violate any judgment, order, decree, law, statute, regulation or other judicial or governmental restriction to which Buyer is subject; or (d) require the consent, approval or waiver of, or any prior filing with or notice to, any governmental authority or other third party.

5.3 No Broker. Neither Buyer nor any person acting on Buyer's behalf has paid or become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement.

ARTICLE VI CERTAIN COVENANTS AND AGREEMENTS

6.1 Press Releases and Announcements. Buyer and Sellers will cooperate in the preparation and dissemination of any announcements and other disclosures to others relating to the Closing, and each Party shall provide the other with the reasonable opportunity to review any such announcements or other disclosures prior to dissemination.

6.2 Further Assurances; Notices and Consents. Sellers and Buyer agree to cooperate fully with each other and to execute such further instruments, documents and agreements and to give such further written assurances, as may be reasonably requested by a Party, to better evidence and consummate the transactions described herein and contemplated hereby, and to carry into effect the intent and purpose of this Agreement. Each of Buyer and Sellers will give any notices to, make any filings with, and use commercially reasonable efforts to obtain any authorizations, consents and approvals of, any governmental authority or third party that are necessary in connection with the transactions contemplated by this Agreement. If any third party fails to provide any such necessary authorization, consent or approval, Sellers shall cooperate with Buyer in any commercially reasonable arrangement designated by Buyer and designed to provide Buyer the benefits of having obtained such authorization, consent or approval, including enforcement of any related contractual or other rights of Sellers at the cost of and for the account of Buyer.

In addition, subject to the limitations herein, Sellers shall cooperate with Buyer and provide such further instruments, documents and agreements that may be desirable or necessary or required for Buyer to receive the full economic and legal benefits of the [Vaunt Assets] [Non-Vaunt Assets] to the extent that such benefits are not available to Buyer prior to exercise of the full Company Option.

6.3 Fees and Expenses. Except as otherwise provided herein, Sellers and Buyer shall each bear their own costs and expenses in connection with the negotiation and preparation of this Agreement and the consummation of the transactions contemplated hereby, including, without limitation, the fees and expenses of their respective counsel, accountants and consultants.

6.4 Transition Services. Sellers covenants and agrees to, on a reasonable basis, (a) cooperate with Buyer in the transfer of information technology used by or in connection with the Seller Businesses to Buyer, including, without limitation, websites, domain names, and registrations, as soon after the Closing as is commercially practicable, (b) cooperate with Buyer in its efforts to continue and maintain for the benefit of Buyer those business relationships of Sellers existing through and including the Closing Date and relating to the Seller Businesses, including, without limitation, any distributors, vendors, suppliers and customers, for a period of ninety (90) days after the Closing Date, and (c) provide advice to Buyer, as requested by Buyer from time-to-time, in order to transition and to retain customers of the Businesses for the benefit of Buyer, and to maintain, develop, and improve customer relationships with Buyer for a period of ninety (90) days after the Closing Date.

6.5 Corporate Existence. Parent shall remain a corporation in good standing under the laws of the State of Delaware for a minimum of twenty-four (24) months following the Closing Date.

6.6 Tax Matters.

(a) Sellers shall duly and timely file with the appropriate taxing authority all Tax Returns required under applicable laws to be filed by Sellers for any period ending on or prior to the Closing Date that cover any Tax obligations of Sellers, the Seller Business or the Purchased Assets.

(b) The Parties anticipate that the transactions contemplated hereby shall be exempt from any sales, purchase, transfer, stamp, documentary stamp, registration, use or similar Taxes ("Transfer Taxes") under exemptions afforded by applicable law. The Parties agree to reasonably cooperate in securing the benefits of such exemptions, including by executing, delivering and filing any certificates or other

documents necessary to establish the applicability thereof. If, notwithstanding the Parties' intent and expectations, it is determined that the sale of any of the Purchased Assets is subject to Transfer Taxes, Buyer shall be solely responsible for such Transfer Taxes, and shall report and remit such Transfer Taxes to the applicable taxing authority.

(c) The Parties shall cooperate fully, as and to the extent reasonably requested by another Party, in connection with the filing of Tax Returns and any proceedings with respect to Taxes relating to the Purchased Assets. Such cooperation shall include the retention and (upon another Party's request) the provision of records and information that are relevant to any such Tax Return or proceeding. The Parties each agree to retain all books and records with respect to Tax matters pertinent to the Purchased Assets relating to any taxable period beginning on or before the Closing Date until the expiration of the statute of limitations of the respective taxable periods.

ARTICLE VII SURVIVAL; INDEMNIFICATION

7.1 Survival. All representations, warranties, covenants and agreements made by a Party, whether made in this Agreement or any exhibit, schedule, agreement, certificate, instrument or other document delivered pursuant to this Agreement, shall be made at and as of the Closing Date and shall survive Closing and for the twelve (12) month period thereafter, unless the specific time for performance in such agreement sets forth a longer period of time in which case the terms of such agreement shall govern. Notwithstanding the foregoing, the Fundamental Representations and any claims relating to, arising out of or otherwise attributable to intentional fraud or intentional misrepresentation shall survive the Closing and shall continue indefinitely.

7.2. Indemnification.

(a) By Parent. Parent shall defend, indemnify, reimburse and hold Buyer, and its members, managers, employees, agents, representatives, successors and assigns (each, a "Buyer Indemnitee"), harmless from, against and in respect of, any Losses incurred or suffered by any Buyer Indemnitee with respect to: (i) any breach or inaccuracy of any representation or warranty made by Sellers in Article IV above, or in any agreement, document or instrument executed by Sellers pursuant to this Agreement; (ii) any breach of or default in connection with any of the covenants, agreements or obligations made by Sellers in this Agreement or in any agreement, document or instrument executed pursuant to this Agreement; (iii) any Excluded Liabilities; (iv) any Tax liability of Sellers, and any Tax liability of Fly Vaunt with respect to any Tax attributable to any pre-Closing period; and/or (v) any failure of Sellers to provide the indemnification required herein.

(b) By Buyer. Buyer agrees to defend, indemnify and hold Sellers, and its shareholders, managers, employees, agents, representatives, successors and assigns (each a "Seller Indemnitee") harmless from, against and in respect of any Losses incurred or suffered by any Seller Indemnitee with respect to: (i) any breach or inaccuracy of any representation or warranty made by Buyer in Article V above, or in any agreement, document or instrument executed by Buyer pursuant to this Agreement; (ii) any breach of or default in connection with any of the covenants, agreements or obligations made by Buyer in this Agreement or in any agreement, document or instrument executed pursuant to this Agreement; and/or (iii) any failure of Buyer to provide the indemnification required herein.

(c) Claims by Party. All claims for indemnification under this Agreement shall be resolved in accordance with the following procedures:

(i) Promptly (but in no event more than thirty (30) days) after receipt by a Seller Indemnitee or a Buyer Indemnitee, as applicable (either, an “Indemnified Party”) of written notice of any third-party claim asserted against it, such Indemnified Party shall, if a claim for indemnification is to be made against a party under this Section 7.2 (such party, the “Indemnifying Party”), give notice to the Indemnifying Party of such third-party claim, but the failure to notify the Indemnifying Party within such thirty (30)-day period shall not relieve the Indemnifying Party of any liability that it may have to any Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the Indemnifying Party is actually and materially prejudiced by the Indemnified Party’s failure to give such notice. Each notice of a third-party claim shall describe the third-party claim in reasonable detail and shall indicate the amount (estimated, if necessary and to the extent possible) of the Loss that has been or may be suffered by the Indemnified Party and a reference to the provisions of this Agreement in respect of which such Losses shall have occurred.

(ii) If any such third-party claim is brought against an Indemnified Party and such Indemnified Party gives notice thereof to the Indemnifying Party, the Indemnifying Party shall be entitled to participate in such third-party claim (at its sole cost and expense) or, by giving written notice to the Indemnified Party, to assume the defense of such third-party claim (at its sole cost and expense) with counsel reasonably satisfactory to the Indemnified Party. Notwithstanding the foregoing, an Indemnifying Party may not assume the defense of a third-party claim (and shall not be entitled to continue to control the defense of any third-party claim) if (A) the Indemnified Party determines in good faith that such Indemnifying Party does not have the financial resources to defend against the such third-party claim and to fulfill its indemnification obligations hereunder, (B) the Indemnified Party has been advised by counsel that an actual or potential conflict exists between the Indemnified Party and the Indemnifying Party in connection with such third-party claim, (C) such third-party claim relates to or otherwise arises in connection with any criminal or regulatory enforcement action or proceeding or is brought by a governmental authority, (D) where it is reasonably likely for such third-party claim, or the Indemnifying Party’s conduct of the defense of such third-party claim, to be adverse to the Indemnified Party’s reputation or continuing business interests, (E) such third-party claim seeks an injunction, equitable relief, or other non-monetary damages against the applicable Indemnified Party or any other relief other than monetary damages, (F) such Indemnifying Party shall fail to respond and/or assume the defense of such third party claim within ten (10) days after receipt of notice from the Indemnified Party, (G) such Indemnifying Party shall fail to accept and acknowledge in writing that such Indemnified Party is entitled to indemnification with respect to such third-party claim pursuant to this Article VII, or (H) the Indemnifying Party fails defend such third-party claim in good faith.

(iii) If the Indemnifying Party assumes the defense of a third-party claim that the Indemnifying Party is permitted to assume, then the Indemnified Party shall reasonably cooperate in the defense or prosecution thereof at the Indemnifying Party’s expense. No Indemnifying Party shall settle, compromise, or consent to the entry of a judgment of a third-party claim subject to this Section 7.2 without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld, conditioned, or delayed), unless (A) the settlement includes an unconditional release of the Indemnified Party from all Losses with respect to such third-party claim and (B) the settlement does not include (I) any non-monetary commitment by the Indemnified Party or (II) any monetary commitment by the Indemnified Party with respect to which the Indemnifying Party is not required to provide full indemnification hereunder.

(iv) If the Indemnifying Party does not assume, or is not entitled to continue control of, the defense of a third-party claim, then the Indemnified Party shall have the right to assume control of the defense of such third-party claim through counsel of its choice, the cost of which shall be at such Indemnifying Party’s expense to the extent that the Indemnified Party’s right of indemnification is established hereunder. If the Indemnified Party elects to assume the defense of a third-party claim

hereunder, then the Indemnified Party shall not settle, compromise, or consent to the entry of a judgment of a third-party claim subject to this Section 7.2 without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned, or delayed) to the extent that any obligations or liabilities would be imposed on the Indemnifying Party as a result of such settlement, compromise or judgment.

(v) If the Indemnifying Party shall fail to respond, within ten (10) days after receipt of notice from the Indemnified Party, then the Indemnifying Party shall be deemed to have accepted such third-party claim and acknowledged that the Indemnified Party is entitled to indemnification with respect to such third-party claim pursuant to this Article VII. If the Indemnifying Party shall timely respond within such ten (10)-day period and disputes such third-party claim and the Indemnified Party's right to indemnification hereunder, then the Indemnified Party shall be free to seek enforcement of its rights to indemnification under this Article VII.

(vi) Any direct claim for indemnification under this Article VII (not involving a third-party claim) shall be asserted by giving the Indemnifying Party written notice within a reasonable period (but in no event more than thirty (30) days) after an Indemnified Party determines the existence of the claim, stating the nature of such claim in reasonable detail and indicating the estimated amount of Losses, if practicable, and a reference to the provisions of this Agreement in respect of which such Losses shall have occurred; provided, however, that the failure to give notice to the Indemnifying Party shall not relieve the Indemnifying Party of its obligations hereunder except to the extent such failure shall have actually and materially prejudiced the Indemnifying Party. The Indemnifying Party shall have a period of ten (10) days within which to respond to such direct claim. The Indemnified Party shall make available to the Indemnifying Party all records and other materials reasonably requested by the Indemnifying Party for use in contesting any direct claim. If the Indemnifying Party shall fail to respond within such ten (10)-day period, then the Indemnifying Party shall be deemed to have accepted that such Indemnified Party is entitled to indemnification with respect to such direct claim pursuant to this Article VII. If the Indemnifying Party shall timely respond within such ten (10)-day period and disputes such direct claim and the Indemnified Party's right to indemnification hereunder, then the Indemnified Party shall be free to seek enforcement of its rights to indemnification under this Article VII.

(d) Miscellaneous Indemnification Terms.

(i) The indemnification obligations under this Article VII shall be the sole and exclusive remedy available to any Indemnified Party with respect to any monetary Losses arising out of this Agreement. Notwithstanding the foregoing, nothing contained herein shall be deemed a waiver by a Party of any right to specific performance or injunctive relief or any right or remedy with respect to fraud, intentional misrepresentation, willful misconduct or willful breaches.

(ii) For purposes of determining whether a breach has occurred, and the amount of any Losses that is the subject matter of a claim for indemnification under this Article VII based on a breach or inaccuracy of any representation or warranty contained in this Agreement, each such representation and warranty shall be read without regard and without giving effect to any "materiality," "in all material respects," "knowledge" or any similar standard or qualification contained in such representation or warranty (as if such standard or qualification were deleted therefrom).

(iii) The indemnities set forth in this Article VII are intended to be enforceable against the Parties in accordance with the express terms and scope thereof notwithstanding any laws that would prohibit or otherwise limit indemnities because of the negligence (whether sole, concurrent, active or passive) or other fault or strict liability of Sellers or the applicable Buyer Indemnitee, as applicable.

(iv) The Parties shall, to the extent permitted by applicable laws, treat any payments made pursuant to this Article VII as adjustments to the Purchase Price for Tax purposes.

(v) Parent's indemnification obligations for any breach or inaccuracy of any representation or warranty made by Sellers in Article IV above (other than for fraud) shall be capped at (i) Two Million Dollars (\$2,000,000) for any such breach or inaccuracy of representations and warranties made by Sellers in Sections 4.1, 4.2, 4.4, and 4.7, and (ii) Two Hundred Thousand Dollars (\$200,000.00) for the remaining sections of Article IV. The referenced caps shall be the aggregate amounts subject to indemnification under the Vaunt Assets and Non-Vaunt Assets Options.

ARTICLE VIII MISCELLANEOUS

8.1 Merger Clause. This Agreement (and the agreements to be delivered pursuant hereto), including the schedules and exhibit attached hereto, contains the final, complete and exclusive statement of the agreement between the Parties with respect to the transactions contemplated herein and all prior or contemporaneous written or oral agreements with respect to the subject matter hereof are merged into this Agreement.

8.2 Amendments; Waiver. No change, amendment, qualification or cancellation hereof shall be effective unless in writing and executed by the Parties hereto. No action taken pursuant to this Agreement or any other agreement executed pursuant hereto, including any investigation by or on behalf of either Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

8.3 Benefits and Binding Effect. This Agreement shall be binding upon and inure to the benefit of any and all successors, assigns, or other successors in interest of Buyer and Sellers. Except for assignment by Buyer in whole or in part to one or more Affiliates (each of which shall not require consent), neither Party hereto may assign this Agreement nor any of their respective rights, interests or obligations hereunder, in whole or in part, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment not permitted under this Section 8.3 shall be null and void.

8.4 Notices. All notices, consents, waivers, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) if mailed by certified registered mail, with return receipt requested, when received, (b) if sent by overnight delivery service or other courier, when delivered, (c) if sent by electronic mail, when sent (provided, that no "bounce-back", system error message or other notification of non-delivery is received by the sender), or (d) if delivered by hand, when delivered. All notices to a Party shall be sent to the addresses set forth below or to such other address or Person as such Party may designate by notice to each other Party under this Section 8.4:

Sellers:	Volato Group, Inc. Attn: Mark Heinen 1954 Airport Road, Suite 124
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Chamblee, GA 30341
Email: mark.heinen@flyvolato.com

Volato, Inc.
Attn: Mark Heinen
1954 Airport Road, Suite 124
Chamblee, GA 30341
Email: mark.heinen@flyvolato.com

Fly Vaunt, LLC
Attn: Mark Heinen
1954 Airport Road, Suite 124
Chamblee, GA 30341
Email: mark.heinen@flyvolato.com

With a copy to: Dykema Gossett PLLC
Attn: Andrew T. Frost
111 E. Kilbourn Ave., Suite 1050
Milwaukee, WI 53202
Email: Afrost@dykema.com

Buyer: flyExclusive, Inc.
Attn: Thomas J. Segrave, Jr.
2860 Jetport Rd.
Kinston, NC 28504
Email: jsegrave@flyexclusive.com

With a copy to: Wyrick Robbins Yates & Ponton LLP
Attn: Larry E. Robbins
4101 Lake Boone Trail, Suite 300
Raleigh, NC 27607
Email: lrobbins@wyrick.com

8.5 Captions. The Article and Section headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof.

8.6 Governing Law; Venue. This Agreement and all claims and causes of action that may be based upon, arise out of, or relate to this Agreement or the negotiation, execution or performance of this Agreement shall be governed by the laws of the State of Delaware, without regard to the conflicts of law principles of such state that may result in the application of the substantive laws of another state. Further, the Parties agree to the sole and exclusive jurisdiction of any state or federal court sitting within Raleigh, North Carolina with respect to any action arising under or relating to this Agreement, and the Parties each consent to the jurisdiction of said courts and waive any right or defense relating to such jurisdiction or venue.

8.7 Schedules. All of the Schedules hereto referred to in this Agreement are hereby incorporated herein by reference and shall be deemed and construed to be a part of this Agreement for all purposes.

8.8 Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses or provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof.

8.9 Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument.

8.10 Attorney Fees. In the event an arbitration, suit or action is brought by any Party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing Party shall be entitled to reasonable attorneys' fees to be fixed by the arbitrator, trial court, and/or appellate court.

8.11 Specific Performance; Remedies. The Parties acknowledges and agrees that Buyer would be damaged irreparably if any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. Accordingly, the Parties agree that Buyer shall be entitled to an injunction or injunctions to prevent breach of the provisions of this Agreement and to enforce specifically this Agreement and its terms and provisions, without the necessity of proving the inadequacy of money damages as a remedy, in addition to any other remedy to which they may be entitled, at law or in equity. Except as otherwise provided herein, all rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any interest by any party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such party.

8.12 No Third-Party Beneficiaries. This Agreement and the other agreements to be delivered pursuant hereto (including the schedules and exhibits hereto and thereto) are not intended to, and shall not, confer upon any other Person any rights or remedies hereunder, except for Article VII, which is for the benefit of the Indemnified Parties covered thereby.

8.13 Waiver of Jury Trial; Attorneys' Fees. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION, CLAIM OR PROCEEDING (WHETHER A CLAIM, COUNTERCLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE) IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), ACTIONS OR INACTIONS BY OR AMONG THE PARTIES. In the event of a dispute arising out of or relating to this Agreement or the transactions contemplated hereby, the prevailing party (as determined by a final judgment or order issued by a court of competent jurisdiction) shall be entitled to recover from the non-prevailing party, in addition to all other damages to which it may be entitled, its reasonable attorneys' fees, expenses and costs.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement or caused this Agreement to be executed by its duly authorized representative in such form as to binding, all as of the date first above written.

SELLERS:

Volato Group, Inc., a Delaware corporation

By: _____
Name: Mark Heinen
Title: Chief Financial Officer

Volato, Inc., a Georgia corporation

By: _____
Name: Mark Heinen
Title: Chief Financial Officer

Fly Vaunt, LLC, a Georgia limited liability company

By: _____
Name: Mark Heinen
Title: Chief Financial Officer

BUYER:

flyExclusive, Inc., a Delaware corporation

By: _____
Name: Thomas J. Segrave, Jr.
Title: Chief Executive Officer

ANNEXES AND SCHEDULES

Annexes:

Annex A Defined Terms

Schedules:

Schedule 1.1(a) Tangible Personal Property
Schedule 1.1(b) Assumed Contracts
Schedule 1.1(d) Intellectual Property
Schedule 1.1(e) Permits, Licenses and Authorizations
Schedule 1.1(f) Prepaid Expenses, Deposits, Etc.
Schedule 1.3 Excluded Assets
Schedule 2.3 Allocation of Purchase Price

ANNEX A
DEFINED TERMS

"Affiliate" means, with respect to any Person, a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified.

"Agreement" has the meaning set forth in the Preamble.

"AMS Agreement" has the meaning set forth in the Recitals.

"Assumed Contracts" has the meaning set forth in Section 1.1(b).

"Assumed Liabilities" has the meaning set forth in Section 1.2.

"Bill of Sale" has the meaning set forth in Section 3.2(b).

"Buyer" has the meaning set forth in the Preamble.

"Buyer Indemnitee" has the meaning set forth in Section 7.2.

"Closing" has the meaning set forth in Section 3.1.

"Closing Date" has the meaning set forth in the Preamble.

"Computer Database" means all types of collections of electronic records and data that can be accessed by a computer.

"Computer Software" means all types of computer software programs including operating systems, application programs, software tools, firmware and software embedded in equipment, including object code, executable code, source code versions thereof, firmware, platform and application software, library functions, compilers, models and all written or electronic materials that explain the structure or use of software or that were used in the development of software, including logic diagrams, flow charts, algorithms, methodologies and implementation thereof, data, metadata, databases, compilation of data, whether machine readable or otherwise, documentation, and any other work or products used to design, plan, organize, maintain, support or develop any of the Purchased Assets, whether in source or object code format and all related documentation, code notes, procedural diagrams, development tools, error reports, manuals and training materials.

"Copyright" means all works of authorship, regardless of the medium of fixation or means of expression, and all associated registrations and applications for registration, under the copyright laws of the United States or any other foreign country, for the full term and all renewals, extensions and restorations thereof.

"Disclosure Schedules" has the meaning set forth in Article IV.

"Encumbrances" has the meaning set forth in Section 1.1.

"Excluded Assets" has the meaning set forth in Section 1.3.

“Excluded Liabilities” has the meaning set forth in Section 1.2.

“Fly Vault” has the meaning set forth in the Preamble.

“Fundamental Representations” means Sections 4.1 (Organization and Authority), 4.2 (Absence of Conflicts and Consent Requirements), 4.3 (Capitalization), 4.4 (Title to Property), 4.5 (Taxes), and 4.13 (No Broker).

“Harmful Code” means (a) any virus, malware, trackware, ransomware, Trojan horse, worm, back door, time bomb, drop dead device, spyware or adware, and (b) any similar program, routine, instruction, mechanism, device, computer code, contaminant, logic or effect designed or intended to have, or intended to be capable of performing, any of the following functions: (i) disrupting, disabling, harming or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such mechanism, device or computer code is stored or installed, or otherwise materially and adversely affect the functionality of, any IT Asset (or portion thereof); or (ii) collecting, erasing, damaging or destroying any information, data or file, in each case, without the user’s consent.

“IP Assignment Agreement” has the meaning set forth in Section 3.1(c).

“IT Assets” means all Computer Software, Computer Databases, systems, servers, websites, computers, hardware, firmware, middleware, networks, data communications lines, routers, hubs, switches and all other information technology equipment, and all associated documentation.

“Indemnified Party” has the meaning set forth in Section 7.2(c)(i).

“Indemnifying Party” has the meaning set forth in Section 7.2(c)(i).

“Intellectual Property” means, collectively, any and all of the following existing in any jurisdiction throughout the world on the date hereof: (a) Patents, (b) Copyrights, (c) Trade Secrets, data and legal rights therein and other confidential information and know-how, (d) Marks and all good will associated therewith, and (e) Computer Software.

“Intellectual Property Rights” means all worldwide proprietary rights, moral rights, and other rights in Intellectual Property, including, all rights of integrity and attribution, remedies against infringement or misappropriation thereof, and all rights to the protection of any interests therein under any applicable law.

“Licensed Software” means any Computer Software owned by a third party and licensed to or otherwise used by Sellers in connection with the Purchased Assets, as applicable, but specifically excluding software and applications available for use by any Person without charge via the internet (e.g., Wikipedia, Facebook, LinkedIn, etc.).

“Licensed Database” means any Computer Database owned by a third party and licensed to or otherwise used by Sellers in connection with the Purchased Assets, as applicable, but specifically excluding databases and related applications available for use by any Person without charge via the internet (e.g., Wikipedia, Facebook, LinkedIn, etc.).

“Losses” means all damages, awards, losses, demands, claims, proceedings, liabilities, judgments, obligations, Taxes, assessments, fines, sanctions, penalties, charges, costs, expenses, payments, all interest

thereon (including court costs, costs of defense, and reasonable fees and expenses of attorneys, accountants and other professional advisors), including, but not limited to, and only to the extent awarded and paid to a third party, consequential damages, lost profits, diminution of value, valuation metrics and other multiple-based damage, and exemplary or punitive damages.

“Marks” means statutory and common law trademarks, trade dress, service marks, logos, trade names, business names, and other words, names, designs or symbols used to identify a business or source of goods or services, and the goodwill associated therewith, now existing or hereafter adopted or acquired, and all registrations and applications to register the same, under the laws of the United States or any other foreign country, for the full term and all renewals thereof.

“*Non-Vaunt Assets*” means the assets designated as “Non-Vaunt Assets” listed on the Schedules to this Agreement.

“Off-the-Shelf Software” means commercially available off-the-shelf Computer Software that (A) is not material to Seller Business, (B) has not been modified or customized for Sellers, as applicable, and (C) is licensed to any Seller for a one-time or annual fee of \$5,000 or less.

“Open Source Software” means Computer Software that is subject to or licensed, provided or distributed under any open source license (including any copyleft license), including any license that satisfies the definition of free software by the Free Software Foundation, satisfies the definition of open source software by the Open Source Initiative, or that is offered under similar types of Computer Software licenses.

“Option” has the meaning set forth in the Recitals.

“Party” or “Parties” has the meaning set forth in the Preamble.

“Patent” means any issued U.S. and foreign patents and pending patent applications (and all patents that issue therefrom), patent disclosures, and any and all divisions, continuations, continuations-in-part, continuing prosecution applications, reissues and reexaminations thereof, for the full term thereof, as well as all inventions disclosed in any of the foregoing.

“Perpetual Fallback License” means an exclusive, perpetual, royalty-free, irrevocable, freely transferable and freely sublicensable license to use the Intellectual Property and Intellectual Property Rights related to the Purchased Assets.

“Person” means any natural person, firm, partnership, limited liability company, association, corporation, joint venture, unincorporated organization, joint stock company, trust, business trust, governmental authority or other entity.

“Proprietary Database” means any Computer Database owned, or purported to be owned, by Sellers used in connection with the Purchased Assets.

“Proprietary Software” means any Computer Software owned, or purported to be owned, by Sellers used in connection with the Purchased Assets.

“Purchased Assets” has the meaning set forth in Section 1.1.

“Purchase Price” has the meaning set forth in Section 2.1.

“Registered Intellectual Property” means all United States and foreign (a) Patents, (b) registered Marks, applications to register Marks (excluding “dead” applications that have been abandoned), intent to use applications or other registrations or applications related to Marks, (c) registered Copyrights and applications for Copyright registration, and (d) domain names and URLs.

“Seller” and “Sellers” has the meaning set forth in the Preamble.

“Seller Business” means the business currently conducted by [Volato for the Non-Vaunt Assets], [Fly Vaunt for the Vaunt Assets] and the aviation-related private equity fund business of Parent.

“Seller Business IP” has the meaning set forth in Section 4.7(e).

“Seller Indemnitee” has the meaning set forth in Section 7.2.

“Seller Licensed IP” means all Intellectual Property and Intellectual Property Rights (excluding any Seller Owned IP) used, held for use or practiced by Seller.

“Seller Owned IP” has the meaning set forth in Section 4.7(a).

“Seller Parent” has the meaning set forth in the Recitals.

“Tax Return” means any return, report or similar statement required to be filed with respect to any Taxes, including, without limitation, any information return, claim for refund, amended return and declaration of estimated Tax.

“Taxes” means any federal, state or local income, alternative, value-added, gross income, gross receipts, property, profit, production, ad valorem, sales, use, transfer, gains, license, excise, employment, withholding or minimum tax, stamp or environmental tax or any other tax, custom, duty, governmental fee or other like assessment or charge, together with any interest or penalty, addition to tax or additional amount imposed by any governmental body.

“Trade Secrets” means any data or information of Sellers that is not commonly known by or available to the public and that (a) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other Persons who can obtain economic value from its disclosure or use and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

“Transfer Taxes” has the meaning set forth in Section 6.6(b).

“*Vaunt Assets*” means the assets designated as “Vaunt Assets” listed on the Schedules to this Agreement.

“VWAP” means, for any date of determination, the volume-weighted average price per share of FLYX common stock on the NYSE American LLC (or any successor exchange) as reported by Bloomberg L.P. under the function “VWAP” for the security designated as “FLYX <Equity> VWAP” (or, if Bloomberg ceases to publish VWAP, another reputable financial data source selected in good faith by the parties), calculated for the thirty (30) consecutive trading days ending on and including the fifth (5th) trading day prior to the applicable determination date. For the avoidance of doubt, “VWAP” shall be determined without regard to after-hours trading or any other trading outside of regular trading hours (9:30 a.m. to 4:00 p.m. New York City time) and shall exclude any block trades not reported contemporaneously with public trading data.

1. Vaunt Assets are designated and identified by “*” and such assets are to be included, and sold, transferred and conveyed to Buyer, in the Vaunt Assets version of the Purchase Agreement.
2. Non-Vaunt Assets are designated and identified by “**” and such assets are to be included, and sold, transferred and conveyed to Buyer, in the Non-Vaunt version of the Purchase Agreement.
3. Other Assets listed below and identified by “***” and such assets are to be included, and sold, transferred and conveyed to Buyer, in both of the Vaunt Assets and Non-Vaunt Assets versions of the Purchase Agreement.

SCHEDULE 1.1(a)

Included Company Aviation Assets as of the Effective Date of the Fifth Amendment to the AMS Agreement

**Tangible assets of Volato, Inc.: None

*Tangible assets of Fly Vaunt, LLC: None.

**Intangible Assets of Volato, Inc.

- 1) **All written work product drafts of legal documents and written business analysis documentation prepared on behalf of Volato, Inc. in connection with a proposed aviation-related private equity fund structure.

*Intangible Assets of Fly Vaunt, LLC

- 1) *Subject to Fly Vaunt, LLC's privacy policy and applicable law, all customer data held by Fly Vaunt, LLC in the Vaunt data platform repository as it exists on the transfer date. For the avoidance of doubt, this excludes any customer data repositories that contain information relating to non-Vaunt services or customers. Seller parties shall not be obligated to search for or deliver any customer data not stored in the foregoing designated repository. Any transfer of personal data or customer/lead information occurs only as permitted by applicable law, privacy notices, and contracts. No transfer is effected by implication.
- 2) *Subject to Fly Vaunt, LLC's privacy policy and applicable law, all individual consumer consents to be contacted for marketing and/or informational purposes to individually designated phone numbers to the extent that such individual consents are then-current at the time of transfer. Upon Buyer's written request, Fly Vaunt, LLC will send out an informational message to the applicable consumers informing them that the Vaunt service is being transferred to Buyer prior to the transfer. Such message shall be subject to the prior approval of both Buyer and Fly Vaunt, LLC.

- 3) *The internet domain name www.flyvaunt.com, together with all rights, goodwill, and benefits associated therewith, including the right to transfer, register, and renew the domain name with the applicable registrar, and all assignable rights against third parties arising from past, present, or future infringement, dilution, or other impairment of the domain name.
- 4) *Vaunt Social Media Accounts. All social media accounts (including usernames, handles, and associated goodwill) that are branded solely with the “Vaunt” name and used primarily to market the Vaunt service (the “Transferred Social Media Accounts”). Transferred Social Media Accounts exclude (i) any accounts branded under “Volato,” “Fly Vaunt, LLC,” or any other Volato Group identifier; (ii) any content or postings relating to Volato or Fly Vaunt corporate performance, investor relations, strategy, or personnel; (iii) any attorney-client privileged, confidential, or HR-related communications; (iv) any historic direct messages, inbox content, or correspondence, except for Vaunt customer service inquiries as mutually agreed; and (v) any historical analytics tied to Volato or Fly Vaunt accounts. Prior to Closing, Seller will use commercially reasonable efforts to remove or archive Excluded Content from the Transferred Social Media Accounts. Buyer shall have no rights in Excluded Content, and any such materials inadvertently transferred shall be promptly removed upon request. At Buyer’s option, in lieu of receiving a particular social media account, Buyer may direct Seller parties to permanently delete such account at or after Closing.
- 5) *Vaunt Business Records.
 - a) *Subject to all exclusions herein and applicable law, copies of Fly Vaunt, LLC books, records, files, data, and other documentation that (i) relate solely to the Vaunt line of business as conducted immediately prior to Closing, (ii) are used primarily in the operation of the Vaunt service, and (iii) are reasonably necessary to permit Buyer to continue such operation after Closing (collectively, the “Transferred Records”). Transferred Records include, in each case to the extent Vaunt-specific: customer and lead lists collected through Vaunt channels, supplier and vendor contact lists for assigned contracts, Vaunt marketing collateral, product specifications and technical documentation for the Vaunt service, help/FAQ articles, and Vaunt-specific standard form customer order forms and terms (but not Seller parties’ enterprise-wide form agreements).
 - b) ***Except as expressly set forth in this Schedule, no business records of Seller parties are being sold, assigned, or transferred pursuant to the Agreement. Without limiting the foregoing, the following are excluded and shall not transfer (the “Excluded Records”): (a) organizational documents, minute books, stock records, board/committee materials, and compliance policies of Volato Group, Inc. and any of its affiliates or subsidiaries; (b) tax returns/workpapers, or investor-relations materials; (c) HR and payroll records; (d) attorney-client privileged materials and attorney work product; (e) records that cannot be transferred without third-party consent or that are subject to confidentiality or data-processing restrictions (unless and until such consent is obtained); (f) records that relate to any specifically-excluded assets stated herein; (g) enterprise-wide templates, policies, SOPs, and forms used generally across Volato, Inc. or any of its affiliates (other than Vaunt-specific versions expressly included above); and (h) email archives and collaboration content.
 - c) ***Delivery; Retention; Redaction. Transferred Records will be delivered in existing electronic formats where available; Seller parties is not obligated to create new records. Seller parties may retain copies of Transferred Records for legal, tax, compliance, and archival purposes, subject to confidentiality. Seller parties may reasonably redact Excluded Records and privileged or third-party confidential information.

- 6) ***Privilege Preservation; Inadvertent Delivery. No privilege shall be waived by any contemplated assignment described herein. If any Excluded Records are inadvertently delivered, Buyer acquires no rights therein and shall promptly delete or return them upon notice (and certify deletion upon request).

- 7) ***General Business Accounts and Subscriptions. Notwithstanding any other provision herein, no general business accounts, subscriptions, licenses, or services of Seller parties are transferred unless specifically enumerated in this Schedule or other Schedule to this Agreement. Without limiting the foregoing, excluded items include but are not limited to: (a) general software-as-a-service subscriptions (including but not limited to productivity tools, AI services, analytics platforms, and communication tools), (b) utility accounts, (c) insurance policies, (d) enterprise-wide licenses or subscriptions that serve multiple business functions, (e) accounting, legal, or professional services relationships, (f) general office or administrative service contracts, and (g) any other accounts, subscriptions, or service relationships that are not directly and necessarily related to the specific operation of the Vaunt platform. Only those vendor contracts and service relationships specifically identified in Schedule 1.1(b) as relating to the Vaunt service are included in the transfer.

SCHEDULE 1.1(b)
ASSUMED CONTRACTS

**Volato, Inc. None

*Fly Vaunt, LLC

- 1) *All then-current customer contracts for the Vaunt service held by Fly Vaunt, LLC at the time of Closing.
- 2) *All executed, non-terminated Vaunt Operator Addendums existing at the time of Closing.
- 3) *Any other then-current executed agreements with any Operator related to the Vaunt platform.
- 4) *Any other vendor, service provider, or supplier contracts relating to the Vaunt service and in place at the time of Closing, but not including any general business accounts excluded in Schedule 1.1(a).

SCHEDULE 1.1(d)
INTELLECTUAL PROPERTY

**Volato, Inc. IP

- 1) ****Copyright Registrations:** all of Volato, Inc.'s right, title, and interest to the following U.S. copyright registrations, and derivative works thereto, existing as of the Closing:
 - Vaunt v. 1.0 Case No. 1-14218915259
 - Volato API v. 1.0 Case No. 1-14218914898
 - Volato Crew App v. 1.0 Case No. 1-14218915194
 - Volato MC v. 1.0 Case No. 1-14217784321
 - Volato Mobile v. 1.0 Case No. 1-14218914873
 - Volato Mobile Sales v. 1.0 Case No. 1-14218670243
 - Volato Pocket Pro Forma v. 1.0 Case No. 1-14218783888

- 2) ****To the extent not covered otherwise herein on Schedule 1.1(d), all of Volato, Inc.'s right title and interest to the following works as they exist at Closing: Derivative Apps maintained on Volato Mission Control ("MC") Platform:**
 - Schedule Scenario Builder (<https://beta.flyexclusive.com/scenarios>). Create scheduling scenarios by manipulating planes, crews, and flight requests. Compare the optimized schedule against the original.
 - Flight Log Approver/Editor (<https://beta.flyexclusive.com/flyxflightlogs>). Edit and validate, and generate printable flight logs for pilots.
 - Charter Sales Manager (<https://beta.flyexclusive.com/flyxwholesale>). Displays and manages charter quote activity, includes omnichannel communications components.
 - Flight Schedule Visualizer (<https://beta.flyexclusive.com/flyxschedule>). Displays an interactive flight schedule, pilot duty days, and flight demand on the hold line. Designed for desktop/tablets.
 - Pocket Pro Forma (<https://beta.flyexclusive.com/products2>). Instantly generate 5 year financial pro formas for fractional owner prospects.
 - Mobile Sales Propeller (<https://beta.flyexclusive.com/mobilesales2>). Propel your sales with instant pricing, impromptu statics, client contacts, custom GPT, and more!
 - Pilot Portal (<https://beta.flyexclusive.com/pilotportal>). View pilot photos, contact information, seniority, rotations, descriptions and current flight schedules.
 - Flight Browser (<https://beta.flyexclusive.com/fbo>). View incoming/outgoing flights to/from specific airports. Includes an integration with FlightAware for flight maps and estimated landing times.
 - FBO Slideshow (<https://beta.flyexclusive.com/fbotv>). Displays flights in/out of Kinston in a dynamically generated presentation for large monitors
 - Retail Charter Sales Portal (<https://ai.flyexclusive.com>). Get a retail charter sales quote in seconds. Available to the general public.
 - MRO Schedule POC (<https://beta.flyexclusive.com/mroschedule>). Pre-prototype of a next-generation drag & drop MRO schedule
 - Wholesale Pricing Tool (<https://beta.flyexclusive.com/wholesale>). Beta of mobile web app for charter brokers to get instant quotes
 - FlyX Account Summaries (<https://beta.flyexclusive.com/flyxacctsummaries>). View and report account summaries for customers.

- 3) ****To the extent not covered otherwise herein on Schedule 1.1(d), all of Volato Inc.'s right, title and interest to the following works as they exist at Closing: Deployed web apps:**
 - pages/apps.ejs - Interactive catalog of deployed apps and prototypes

- pages/boldiq.ejs - UI for BoldIQ fleet optimizer
- pages/brag.ejs - Mobile web app for fractional owners to view photos and current location of their aircraft
- pages/broker-rewards-commissions.ejs - Volato broker rewards commissions report
- pages/chartercontract_flyexclusive.ejs - Contracts digital signature system for flyX
- pages/chartercontract.ejs - Contracts digital signature system for MC
- pages/charterquote.ejs - public flight quoting system for MC
- pages/charterquoteflyx.ejs - public flight quoting system, customized for flyExclusive
- pages/chat-gpt.ejs - volato MC chatgpt wrapper
- pages/contractviewer - volato MC charter flight contract signature system
- pages/fbo - utility for the fbo operators to view inbound/outbound flights
- pages/fbotv - slideshow app for visualizing inbound/outbound flights, weather, fuel prices
- pages/flightconfirmation.ejs - MC flight confirmation sent to pax
- pages/flighttimes.ejs - compares estimated flight times across different algorithms including boldiq, airtable, and foreflight dispatch
- pages/flyxacctsummaries.ejs - displays account activities (flights, other)
- pages/flyxcontracts.ejs - digital signatures for contracts
- pages/flyxflightlogs.ejs - pilot flight log and duty day display/validation
- pages/flyxquotes.ejs - display quotes by salesperson
- pages/flyxschedule.ejs - display flyx flight schedule using Bryntum Scheduler
- pages/flyxwholesale.ejs - sales management portal for wholesale charter
- pages/homepage.ejs - default page for app server
- pages/hondajet.ejs - displays estimated flight times for hondajets using Foreflight dispatch
- pages/mobilesales-wholesale.ejs - mobile app for wholesale brokers to get pricing and book flights
- pages/mobilesales1 - mobile web app for internal salespeople using MC
- pages/mobilesales2 - mobile web app for internal salespeople at flyX using Airtable
- pages/opt-in.ejs - flyExclusive SMS Opt-In/Out
- pages/pilotportal.ejs - flyExclusive pilot portal displaying contacts, seniority, and flight schedule, filtered by aircraft type.
- pages/privacy_policy.ejs
- pages/products.ejs - Volato pocket pro-forma
- pages/products2.ejs - FlyX pocket pro-forma
- pages/proforma.ejs - Generates pro-forma output as email or web page
- pages/proformacomparison.ejs - Generates side-by-side comparison pro-forma output as email or web page
- pages/proforainsiderprogram.ejs - outputs pro forma for Volato Insider program
- pages/reservation-request-form - Volato daily deals reservation requests
- pages/review-form - Volato NPS survey form
- pages/scenarios - BoldIQ scenario builder
- pages/subscribe - Email newsletter subscription
- pages/tailassignment.ejs - Customer tail assignment notification page
- pages/unsubscribe-flight-reviews.ejs - unsubscribe from flight review notifications
- pages/unsubscribe-owner-email.ejs - unsubscribe from owner emails
- pages/wholesaleadmin - web app for managing which brokers can access the flyExclusive wholesale mobile web app for brokers

- 4) ******To the extent not covered otherwise herein on Schedule 1.1(d), all of Volato Inc.'s right, title and interest to the following works as they exist at Closing: web app prototypes:
- pages/airportviewer.ejs - CRUD for airport information
 - pages/apidashboard.ejs - API dashboard displaying customer access trends
 - pages/chartergoals.ejs - Volato MC charter goals visualization
 - pages/charterperformance.ejs - Volato MC charter financial performance visualization
 - pages/charterrequests.ejs - visualization of daily charter pricing quote requests coming from the MC public quoting system
 - pages/cityphotos.ejs - a tool to manage a photo library of cities
 - pages/crewplanes - prototype for managing the assignment of crews to planes
 - pages/crewscheduling - prototype for visualing crew<>plane scheduling
 - pages/customers.ejs - prototype for customer/contacts CRUD editor/viewer
 - pages/dailycharterhours.ejs - prototype for visualizing daily charter flight qty
 - pages/depositprograminfo.ejs - prototype for dashboard showing deposit program and salesperson activity
 - pages/dutydays.ejs - MC crew duty days prototype
 - pages/dutydayvalidation.ejs - MC crew duty day validation
 - pages/emailconfirmconsent.ejs - MC email newsletter subscription consent
 - pages/fleetusage.ejs - prototype for displaying monthly flight hours per tail
 - pages/flightlegs.ejs - prototype of tabular display of flights and flight logs
 - pages/flightstats.ejs - prototype of data visualization for flight times of different programs (charter, owner, jetclub)
 - pages/formtest.ejs - prototype of dynamic forms engine
 - pages/maintenance.ejs - prototype of mx CRUD/data viz for MC
 - pages/missioncategoryeditor.ejs - prototype of CRUD for editing mission categories in MC
 - pages/mobile.ejs - prototype of passenger-facing mobile app
 - pages/monthlyrepoppercentagechart.ejs - prototype of data visualization for repositioning flights.
 - pages/mroschedule.ejs - a proof of concept for creating an interactive schedule in the flyexclusive MRO with conflict resolution.
 - pages/mx.ejs - prototype of data visualization tools for mx in MC
 - pages/omnichannel.ejs - prototype of omnichannel customer support system in MC
 - pages/partnereditor.ejs - prototype of partner editor for MC
 - pages/pilotdateconfig.ejs - prototype of important pilot dates visualization/crud
 - pages/piloteditor.ejs - prototype of pilot editor for MC
 - pages/prototypetemplate.ejs - a template to be used in the construction of new prototypes
 - pages/rangemap.ejs - a graphical representation of flight ranges for the HondaJet without refueling
 - pages/releasedvauntflights.ejs - prototype of display of "won" vaunt flights
 - pages/scheduler.ejs - prototype of gantt-style flight scheduler for MC, including boldiq integration
 - pages/schedulevalidation.ejs - prototype schedule validator for MC
 - pages/servicemap.ejs - prototype of service area map for HondaJet
 - pages/tripeditor.ejs - prototype of MC trip Creator / editor
 - pages/trips.ejs - prototype of MC trips CRUD subsystem
 - pages/vaunt1.ejs - prototype of app to release MC flights to vaunt
 - pages/vauntinfo.ejs - prototype of dashboard showing vaunt subscriptions
 - pages/vauntwaitlists.ejs - prototype of vaunt waitlist manager

- 5) *The “VAUNT” trademarks, including:
 - a) the standard character word mark “VAUNT,” U.S. Reg. No. 97,423741, together with all common law rights, applications, renewals, extensions, and registrations thereof, whether pending or issued, in the United States and throughout the world;
 - b) any stylized, logo, or design versions of the “VAUNT” mark;
 - c) any United States or foreign trademark registrations and pending applications for “VAUNT” (together with all renewals, extensions, and continuations thereof);
 - d) all common law rights and unregistered rights in the “VAUNT” mark arising from its use in commerce; and
 - e) the goodwill of the business symbolized by and associated with the “VAUNT” mark and the Vaunt service.
 - f) For clarity, no rights in or to the names “VOLATO,” “Fly Vaunt, LLC,” or any other marks or trade names of Volato, Inc. or Fly Vaunt, LLC are included.
- 6) *The “V” design mark trademark, including
 - a) the common law rights in the United States and throughout the world;
 - b) any stylized, logo, or design versions of the “V” design mark;
 - c) any United States or foreign trademark registrations and pending applications for the “V” design mark (together with all renewals, extensions, and continuations thereof);
 - d) all common law rights and unregistered rights in the “V” design mark arising from its use in commerce; and
 - e) the goodwill of the business symbolized by and associated with the “V” design mark and the Vaunt service. For clarity, no rights in or to the names “VOLATO,” “Fly Vaunt, LLC,” or any other marks or trade names of Volato, Inc. or Fly Vaunt, LLC are included.
- 7) *All goodwill of the business symbolized by and associated with the “VAUNT” word mark the “V” design mark, including without limitation:
 - a) the reputation, customer recognition, and brand value associated with the Trademark;
 - b) all rights to use the Trademark in connection with the goods and services for which it has been used;
 - c) all rights to sue for and recover damages or obtain other relief for past, present, and future infringement, dilution, misappropriation, or other violation of the Trademark; and
 - d) all other intangible rights and interests necessary to ensure that the Buyer receives the full benefit of the goodwill and business connected with the Trademark.
- 8) ***Any Apple App or Google App that utilize any of the source code or derivate works thereof covered by the copyright registrations listed in this Schedule 1.1(d), but not Apple App Store Connect or Apple Developer accounts, or any other accounts which by their terms cannot be transferred to a third party.
- 9) **The patent application identified as U.S. Patent Application No. 18/982,210, titled “Systems and Methods for Performing Airborne Crypto Mining”, filed Dec 16, 2024, together with (i) any patents issuing therefrom, (ii) all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, reexaminations, and renewals thereof, (iii) all foreign counterparts and priority rights associated therewith under the Paris Convention or other applicable treaties, and (iv) all rights to claim priority to any of the foregoing. For clarity, this Schedule includes all inventions and discoveries disclosed in such application to the extent owned by Seller parties, along with the goodwill of the business connected with and symbolized by the use of such inventions.
- 10) **The provisional patent application identified as U.S. Patent Application No. 63/611,133, titled “Systems and Methods for Performing Airborne Crypto Mining”, together with (i) any patents issuing

therefrom, (ii) all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, reexaminations, and renewals thereof, (iii) all foreign counterparts and priority rights associated therewith under the Paris Convention or other applicable treaties, and (iv) all rights to claim priority to any of the foregoing. For clarity, this Schedule includes all inventions and discoveries disclosed in such application to the extent owned by Seller parties, along with the goodwill of the business connected with and symbolized by the use of such inventions.

- 11) ****All right, title, and interest in and to that certain draft U.S. utility patent application relating to Aircraft Schedule Optimization (the "Draft Application"), including without limitation: (a) the text, claims, drawings, and any other written or electronic materials prepared for inclusion in the Draft Application; (b) all inventions, discoveries, improvements, designs, methods, processes, and works of authorship disclosed therein, whether or not patentable; (c) all rights to file, prosecute, and maintain patent applications in any jurisdiction based on or claiming priority to the Draft Application; (d) all rights to claim priority from any earlier-filed application(s) to the extent applicable; (e) all rights to any patents that may issue from the Draft Application or any continuation, continuation-in-part, divisional, reexamination, reissue, renewal, or extension thereof; and (f) all causes of action, choses in action, and rights to sue for past, present, or future infringement, misappropriation, or violation relating to the foregoing.**
- 12) ****To the extent not otherwise covered herein, all right, title, and interest of Volato, Inc. in and to those certain works of authorship that relate solely to aircraft schedule optimization as they exist on the Closing date, including source code, software documentation, and other technical documents.**

***Fly Vaunt, LLC IP**

- 1) ***Any Fly Vaunt, LLC rights to any derivative works of any Volato, Inc. works listed in this Schedule 1.1(d).**
- 2) ***Vaunt apps. Apple App and Google App for the Vaunt service, but not Apple App Store Connect or Apple Developer accounts, or any other accounts which by their terms cannot be transferred to a third party.**
- 3) ***Vaunt hosted website assets.**
 - a) **Subject to the exclusions below, all of Seller parties' right, title and interest in and to the publicly accessible Vaunt website (the "Hosted Site") accessible at Closing at www.flyvaunt.com and all publicly facing pages and content thereon that promote the Vaunt service, including: (a) page templates, style sheets, HTML/CSS/JavaScript and site architecture developed by or for Seller and used to render the Hosted Site, (b) CMS configuration, page hierarchies, menus, navigation, and SEO metadata, (c) marketing copy, product descriptions, feature pages, FAQs, help articles, blog posts and other Service Marketing Content solely to the extent such content describes the Vaunt service and is intended for prospective or current users, (d) images, videos, graphics, icons, and downloadable collateral used on the Hosted Site that relate to the Vaunt service (collectively, "Website Materials"), and (e) all copyrights in the Website Materials to the extent owned by Seller and assignable. For clarity, this transfer does not include any domain name registrations (which are addressed separately), back-office systems, or non-public repositories.**
 - b) **Notwithstanding anything to the contrary, the following are expressly excluded from the assignment and will not transfer (collectively, "Excluded Website Content"): (i) any press releases, investor relations materials, or other communications authored by or on behalf of Seller parties concerning corporate performance, financial results, fundraising, forecasts, corporate governance, strategy, or personnel; (ii) any business records or corporate documents of Seller**

- parties (e.g., HR materials or internal metrics, whether or not such items were uploaded or linked on the Hosted Site); (iii) any content that displays or incorporates the trademarks, trade names, or logos of Volato Group, Inc, Volato, Inc. or Fly Vaunt, LLC other than the “VAUNT” marks solely as set forth herein; (iv) historical website analytics data prior to Closing, email archives, and CMS back-end comments or drafts; and (v) any third-party materials that are not assignable under applicable license terms. Seller parties retains all right, title and interest in and to the Excluded Website Content.
- c) Prior to Closing, Seller parties will use commercially reasonable efforts to remove or replace Excluded Website Content from the Hosted Site (including, without limitation, press releases and investor-oriented pages) such that, as of Closing, only Website Materials transfer. If any Excluded Website Content is inadvertently present on the Hosted Site at or after Closing, Buyer (A) will have no right, license, or authorization to use, publish, distribute, or rely upon such content, (B) will promptly remove it upon written notice from Seller parties (or upon Buyer’s discovery), and (C) will treat it as Seller parties’ Confidential Information.
 - d) Transfer of Website Materials that include third-party stock media, fonts, plug-ins, or open-source components is limited to the extent such items are freely transferable under their applicable licenses. Items not transferable are excluded; Seller parties will identify any such items in a reasonable pre-Closing disclosure or remove such materials prior to Closing.
- 4) *Any Fly Vaunt, LLC rights to any works listed in Schedule 1.1(a) as transferred to Buyer (e.g., Vaunt marketing collateral) to the extent not covered in this Schedule 1.1(d).

SCHEDULE 1.1(e)
PERMITS, LICENSES AND AUTHORIZATIONS

**Volato, Inc.: None
*Fly Vaunt, LLC: None

SCHEDULE 1.1(f)
PREPAID EXPENSES, CUSTOMER DEPOSITS, DEFERRED REVENUE AND ADVANCE
PAYMENTS

**Volato, Inc.: None

*Fly Vaunt, LLC:

- 1) All deferred revenue in connection with Fly Vaunt, LLC customer contracts assigned pursuant to Schedule 1.1(b).

SCHEDULE 1.3
EXCLUDED ASSETS

- 1) ***Other Software and Intellectual Property. Except as expressly set forth on Schedule 1.1(d), no software, technology, or intellectual property rights of Seller parties are being sold, assigned, licensed or transferred pursuant to the Agreement. Without limiting the foregoing, all software, source code, object code, documentation, databases, trade secrets, know-how, inventions, works of authorship, derivative works, enhancements, improvements, tools, processes, and other intellectual property of Seller parties, whether registered or unregistered, tangible or intangible, that are not specifically identified on Schedule 1.1(d), together with all rights therein, shall remain the sole property of Seller parties. The foregoing reservation expressly includes, but is not limited to, software, know-how, data, trade secrets and any other proprietary rights related to document intelligence and management.
- 2) ***General Know How. Seller parties are not transferring, and nothing in this Agreement shall be construed as transferring, any general knowledge, skills, know-how, techniques, methods, processes, or experience possessed by Seller parties or its personnel, even if such know-how relates to or was used in connection with the development, operation, or maintenance of the Purchased Assets. Nothing in this Agreement shall restrict Seller parties or any of its personnel from independently developing, acquiring, marketing, or exploiting any software, technology, intellectual property, or other assets, whether or not applicable to the aviation industry, provided that Seller parties do not misappropriate or infringe upon the specific intellectual property rights contemplated to be expressly assigned to Buyer hereunder.
- 3) ***No other trademarks, whether registered or unregistered, or any related goodwill or rights shall be transferred hereunder, whether or not related to aviation. Excluded marks include but are not limited to Volato, the dragonfly design mark, Aerago, and Parslee.

SCHEDULE 2.3
PURCHASE PRICE ALLOCATION

An amount equal to the fair market value of the Purchased Assets will be allocated to each of the Purchased Assets up to the Purchase Price.

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into on this 6th day of March, 2026 (the "Closing Date"), by and between Volato Group, Inc., a Delaware corporation ("Parent"), Volato, Inc., a Georgia corporation and wholly owned subsidiary of Parent ("Volato"), Fly Vaunt, LLC, a Georgia limited liability company and a wholly owned subsidiary of Volato, Inc. ("Fly Vaunt") (each of Parent, Volato and Fly Vaunt are sometimes referred to individually as a "Seller" and collectively as the "Sellers"), and flyExclusive, Inc., a Delaware corporation ("Buyer"). Each Seller and Buyer are sometimes referred to individually as a "Party" and collectively as the "Parties." Unless otherwise provided in this Agreement, terms with initial capital letters used in this Agreement will have the meanings ascribed to such terms in Annex A which is attached to, incorporated in and made a part of this Agreement.

WITNESSETH:

WHEREAS, Buyer and Parent are party to that certain Aircraft Management Services Agreement, dated September 2, 2024, as amended time to time, and most recently by that certain Fifth Amendment to Aircraft Management Services Agreement, dated March 6, 2026 (as amended, the "AMS Agreement");

WHEREAS, Pursuant to Section 4(f) of the AMS Agreement, under certain conditions, Buyer has the right and option to acquire designated assets of Sellers, and under certain other conditions, Parent has the right and option to cause Buyer to acquire the same designated assets of Sellers (collectively, the "Option");

WHEREAS, Buyer or Parent, as applicable, has timely exercised the Option pursuant to Section 4(f)(iii) of the AMS Agreement, and Buyer desires to purchase from Sellers, and Sellers desire to sell to Buyer, certain assets of Sellers, all subject to and in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the purchase of designated assets under the AMS Agreement shall be divided into two transactions, one of which will be the purchase of assets designated and identified as "Vaunt Assets" in the schedules to this Agreement and one of which will be the purchase of assets designated and identified as "Non-Vaunt Assets" in the schedules to this Agreement.

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

EXERCISE OF COMPANY OPTION, PURCHASE AND SALE

Sellers hereby exercise the Company Option for the purchase of the Non-Vaunt Assets by Buyer.

1.1 Purchased Assets. Sellers hereby sell, assign, convey and deliver to Buyer, and Buyer hereby purchases and acquires from Sellers, all of Sellers' rights, titles and interests in and to the following Non-Vaunt Assets owned or used by Sellers, wherever located, whether tangible or intangible (collectively, the "Purchased Assets"), free and clear of any and all liens and Encumbrances:

- (a) the tangible and intangible property set forth on Schedule 1.1(a) attached hereto;
- (b) Intentionally omitted.

(c) all books, records, files and papers relating to the Purchased Assets, the Seller Business;

(d) all Intellectual Property and Intellectual Property Rights related to or associated with the Purchased Assets, (each, as defined below) including but not limited to the Intellectual Property and Intellectual Property Rights set forth on Schedule 1.1(d), including all causes of action, claims and remedies for current, past and future infringement, misappropriation and similar violations with respect thereto;

(e) all permits, licenses, and governmental authorizations, variances, consents, registrations, and approvals related to or associated with the Purchased Assets or required to operate the Seller Business, as operated in the ordinary course, consistent with past practices, by Sellers and their Affiliates, and specifically including, without limitation, those items set forth on Schedule 1.1(e) attached hereto;

(f) all prepaid expenses, customer deposits (but specifically excluding any payments for revenue not yet recognized), deferred revenue and advance payments of any kind related to the Purchased Assets or the Seller Business, specifically including, without limitation, those items set forth on Schedule 1.1(f) attached hereto;

(g) all rights under and pursuant to all warranties, representations, and guaranties made by suppliers of goods or services to Sellers relating to the Purchased Assets;

(h) all of the goodwill associated with the Purchased Assets and the Seller Business;
and

(i) a grant from Sellers to Buyer of the Perpetual Fallback License in a form mutually agreeable to Buyer and Sellers.

At the Closing (as hereinafter defined), Sellers shall sell, assign, transfer, convey and deliver to Buyer the Purchased Assets free and clear of any and all pledges, claims, security interests, obligations, liens, leases, contracts to sell, or other encumbrances, charges, claims, or liabilities of any kind or nature whatsoever ("Encumbrances").

1.2 Assumed and Excluded Liabilities. Except for obligations and liabilities arising from the Assumed Contracts, solely to the extent that such Assumed Contracts have been entered into in the ordinary course of business, and that such liabilities and obligations accrue, arise or occur after the Closing Date and do not relate to any failure to perform, improper performance, or other breach, default or violation by Sellers on or prior to the Closing Date (collectively, the "Assumed Liabilities"), Buyer shall not assume nor be obligated to pay, perform or discharge any liability, obligation, debt, charge or expense of Seller, or any such item imposed on Buyer as successor to Sellers or any of their Affiliates, with respect to any transaction, event, condition, action, suit, proceeding, debt, charge, liability, obligation, expense or claim accruing, arising or occurring prior to, on or after the Closing Date, whether asserted prior to, on or after the Closing Date, whether accrued or contingent, liquidated or unliquidated, asserted or unasserted, known or unknown, or due or not due (collectively, the "Excluded Liabilities").

1.3 Excluded Assets. For the avoidance of doubt, Purchased Assets shall specifically exclude cash, cash-like items, bank accounts and Stripe reserves, any non-aviation-related software or intellectual property listed on Schedule 1.3, and any equity interest in Fly Vaunt, all of which shall remain the property of the applicable Seller.

ARTICLE II PURCHASE PRICE

2.1 Purchase Price. Subject to the terms and conditions of this Agreement, the total consideration for the Purchased Assets, and the other covenants and obligations under this Agreement, shall be the sum of One Million Three Hundred Thirty Three Thousand Three Hundred Thirty Three (\$1,333,333) Dollars (the "Purchase Price").

2.2 Payment of Purchase Price. At the Closing, the Purchase Price shall be paid by Buyer to Parent in cash by (a) wire transfer of immediately available funds to an account designated by Parent, (b) in shares of Buyer common stock, or (c) any combination thereof (at Buyer's sole discretion). Any fraction of a share of Buyer common stock transferred by Buyer to Parent as part of the Purchase Price shall be rounded up to the nearest whole number of shares. For any portion of the Purchase Price paid in shares of common stock of Buyer, the value of one share of Buyer common stock shall be determined as the VWAP of Buyer's common stock as of the Closing Date.

2.3 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets as provided in Schedule 2.3 attached hereto. Sellers and Buyer acknowledge that the allocations of the Purchase Price set forth on Schedule 2.3 attached hereto are based upon the fair value of the Purchased Assets determined by arms-length negotiations, and all Parties shall adhere to such allocation in all tax returns and other documents filed with any governmental authority.

ARTICLE III CLOSING

3.1 Closing. The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place remotely via electronic exchange of documents and signatures on the Closing Date. For accounting, tax and finance purposes, the effective time of the Closing shall be deemed to be as of 11:59 p.m. Eastern Time on the Closing Date.

3.2 Buyer's Deliveries. At the Closing, Buyer, in addition to the other requirements of this Agreement, shall deliver, or cause to be delivered, to Sellers the following:

- (a) the Purchase Price;
- (b) the bill of sale, assignment and assumption agreement in a mutually agreeable form (the "Bill of Sale"), duly executed by Buyer; and
- (c) the intellectual property assignment and assumption agreement in a mutually agreeable form (the "IP Assignment Agreement"), duly executed by Buyer.

3.3 Sellers' Deliveries. At the Closing, Sellers, in addition to the other requirements of this Agreement, shall deliver, or cause to be delivered, to Buyer the following:

- (a) resolutions of Sellers approving the execution, delivery and performance of this Agreement and the transactions contemplated hereby;
- (b) the Bill of Sale, duly executed by Sellers;
- (c) the IP Assignment Agreement, duly executed by Sellers;

(d) the Perpetual Fallback License, which may be delivered following the Closing Date, upon request by Buyer; and

(e) such other bills of sale, assignments and other instruments of transfer or conveyance, duly executed by Sellers, as may be reasonably requested by Buyer to effect the sale, conveyance and delivery of the Purchased Assets to Buyer.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

To induce Buyer to enter into this Agreement and to purchase the Purchased Assets, Sellers represent and warrant to Buyer as follows, except (i) as set forth on the disclosure schedules delivered by Sellers to Buyer in connection with this Agreement (the “Disclosure Schedules”) or (ii) as disclosed in Parent’s SEC Documents filed with the SEC prior to the date hereof and publicly available on the SEC’s Electronic Data Gathering Analysis and Retrieval (EDGAR) system (but (A) without giving effect to any amendment thereof filed with, or furnished to the SEC on or after the date hereof and (B) excluding any disclosures contained under the heading “Risk Factors” and any disclosure of risks included in any “forward-looking statements” disclaimer or in any other section to the extent they are forward-looking statements or cautionary, predictive or forward-looking in nature), it being understood that any matter disclosed in Parent’s SEC Documents shall be deemed to be disclosed in a section of the Disclosure Schedules only if it is reasonably apparent from a reading of such Parent’s SEC Documents that it would be applicable to such section or subsection of the Disclosure Schedules. The sections of the Disclosure Schedules are numbered and captioned to correspond to the Sections of this Agreement and each disclosure in the Disclosure Schedules will qualify the representations and warranties in the corresponding Section of this Agreement:

4.1 Organization and Authority.

(a) Each Seller is a corporation or limited liability company, as applicable, duly formed, validly existing and in good standing under the laws of the state in which it was formed, with full corporate power, or limited liability company power, as applicable, and authority to own, lease, hold and operate the assets and properties owned, leased, held or operated by it, to carry on its business as it is currently conducted and to enter into and perform its obligations under this Agreement. Each Seller is duly qualified or licensed and in good standing to do business in each jurisdiction in which the property owned, leased, held, or operated by it or the nature of its business makes such qualification or licensing necessary. The execution, delivery and performance of this Agreement and the other documents to be executed by each Seller in connection herewith, the sale to Buyer of the Purchased Assets, and the consummation of the transactions contemplated by this Agreement and such other documents, have been duly authorized by all requisite action on the part of each Seller. This Agreement constitutes, and all bills of sale, assignments, agreements and other instruments and documents to be executed and delivered by each Seller hereunder will constitute (assuming the due authorization, execution and delivery by the other parties hereto and thereto), the legal, valid and binding obligations of each Seller, enforceable against each Seller in accordance with their respective terms.

(b) [Reserved].

4.2 Absence of Conflicts and Consent Requirements. The execution and delivery of this Agreement and the other documents contemplated by this Agreement to which it is party, the consummation of the transactions contemplated by this Agreement, and compliance by each Seller with the provisions of

this Agreement and such other documents does not and will not: (a) conflict with or result in a breach of the terms or conditions of the Certificate of Incorporation, bylaws, Articles of Organization, operating agreement or other organizational documents of any Seller; (b) violate, conflict with, constitute a default under, or give rise to any right to termination, cancellation or acceleration under the terms, conditions or provisions of any mortgage, indenture, agreement, lease, obligation, restriction, arrangement, instrument or other contract to which Sellers or Seller Parent is a party or is bound, or by which Sellers, Seller Parent, the Purchased Assets, or any of Sellers' or Seller Parent's other properties or assets may be affected; (c) result in the creation or imposition of any lien, claim, interest, restriction, charge or encumbrance upon any of the Purchased Assets, or any of the assets or properties of Sellers or Seller Parent; (d) violate any judgment, order, decree, law, statute, regulation or other judicial or governmental restriction to which Sellers, Seller Parent or any of the Purchased Assets or any assets or properties of Sellers or Seller Parent is subject; or (e) except as disclosed in Section 4.2 of the Disclosure Schedules, require the consent, approval or waiver of, or any prior filing with or notice to, any governmental authority or other third party.

4.3 [Reserved].

4.4 Title to Property. Each applicable Seller has good and marketable fee simple title to, or a valid leasehold interest in, the Purchased Assets, free and clear of all Encumbrances. Each applicable Seller has the right to convey or assign the Purchased Assets to Buyer, and at the Closing shall have conveyed to Buyer good and valid title or leasehold interest in or to the Purchased Assets, free and clear of any and all Encumbrances.

4.5 Taxes. Except as set forth in Section 4.5 of the Disclosure Schedules, (a) each Seller has filed all Tax Returns (as defined below) which are required to be filed and has paid all Taxes (as defined below) which have become due pursuant to such Tax Returns or pursuant to any assessment which has become payable; (b) all monies required to be withheld by each Seller (including from employees for income Taxes and social security and other payroll Taxes) have been collected or withheld, and either paid to the respective taxing authorities, set aside in accounts for such purpose, or accrued, reserved against and entered upon the books of each Seller, as applicable; (c) no Seller has been delinquent in the payment of any Taxes; (d) there are neither any present disputes or claims nor any prior disputes or claims ever made with any taxing authority, in any jurisdiction, as to Taxes of any nature payable or determined to be payable by Sellers, and there is no basis for any such dispute or claim; (e) there is no tax sharing agreement, tax allocation agreement, tax indemnity obligation, or similar written or unwritten agreement, arrangement, understanding, or practice with respect to any taxes that shall require any payment by Sellers; and (f) as of the date of Closing, no Seller has any Tax liability for any Taxes due or to be due for all periods prior or ending on the Closing Date.

4.6 Contracts. Buyer has been provided a true and complete copy of (or a true and complete written description of the terms of any of the following that are oral) all contracts, agreements, understandings, and other commitments to which Sellers are, directly or indirectly, a party, and by which the Purchased Assets are bound or otherwise affected, including, without limitation, all of the Assumed Contracts. Except as set forth in Section 4.6(a) of the Disclosure Schedules, the Assumed Contracts are (i) current, represent actual bona fide transactions and were prepared in the ordinary course of Sellers' operation of their respective businesses, (ii) are valid and binding obligations of the applicable Seller, (iii) in full force and effect, and Sellers have no knowledge that any party to any such contract, agreement, understanding or commitment is in breach or default thereof, and (iv) not subject to any dispute, set-off, or counterclaim, nor are any of the Assumed Contracts the subject of any re-negotiation. Sellers have not received any notice of non-renewal or price increase with respect to any of the Assumed Contracts. The Assumed Contracts will be duly assigned to Buyer at the Closing and upon such assignment, Buyer will acquire all of Sellers' rights, titles and interests in and to such contracts and will be substituted for the applicable Sellers under the terms thereof.

4.7 Intellectual Property.

(a) Registered IP. Section 4.7(a) of the Disclosure Schedules sets forth all Intellectual Property owned or purported to be owned by Sellers related to or associated with the Purchased Assets or the Seller Business (the “Seller Owned IP”). The Seller Owned IP is valid, subsisting, and enforceable, and there are no oppositions, cancellations, invalidity proceedings, interferences or re-examination proceedings presently pending, threatened in writing or, to Sellers’ knowledge, otherwise threatened with respect to the Registered Intellectual Property included in the Seller Owned IP. All necessary registration, maintenance and renewal fees due with respect to all Registered Intellectual Property included in the Seller Owned IP have been paid and all necessary documents, recordations and certificates in connection with such Registered Intellectual Property have been filed with the relevant governmental authorities for the purposes of prosecuting, establishing ownership by Sellers and maintaining such Registered Intellectual Property.

(b) Company Licensed Software and Licensed Databases. Section 4.7(b) of the Disclosure Schedules sets forth, with respect to Sellers, all Licensed Software and Licensed Databases (in each case, other than Off-the-Shelf Software). Except as set forth on Section 4.7(b) of the Disclosure Schedules, such Licensed Software and Licensed Databases are not, and do not include any, Open Source Software that requires as a condition of how Sellers currently uses or has used such Licensed Software and Licensed Databases that any Computer Software or Computer Databases or data incorporated into, derived from or distributed with such Licensed Software and Licensed Databases be (i) disclosed or, in the case of Computer Software, distributed in source code form, (ii) licensed for the purpose of making derivative works, (iii) redistributable at no charge, or (iv) subject to any other material limitation, restriction or condition on the right or ability of Sellers to use or distribute the same. Sellers have at all times in the past three (3) years been in compliance in all material respects with the terms of all contracts, agreements, understandings, and other commitments governing the use or distribution of all Licensed Software and Licensed Databases (including Open Source Software). The Licensed Software and Licensed Databases do not contain any substantial or material programming errors or, to Seller’s knowledge, any Harmful Code.

(c) Company Proprietary Software and Proprietary Databases. Section 4.9(c) of the Disclosure Schedules sets forth, with respect to Sellers, a list of all Proprietary Software and Proprietary Databases and the Open Source Software used therein. All source code and other documentation concerning such Proprietary Software are, in all material respects, correct, accurate, complete and sufficiently documented to enable a Computer Software developer of reasonable skill to understand, modify, debug, enhance, compile, support and otherwise utilize all aspects of the Computer Software to which it pertains. No source code for such Proprietary Software has been delivered or licensed to any other Person, or is subject to any source code escrow or assignment obligation. The Open Source Software used in or distributed with such Proprietary Software and Proprietary Databases does not have license or other usage terms that require as a condition of how Sellers currently uses, distributes, or has used or distributed, such Open Source Software, Proprietary Software and Proprietary Databases, that any Computer Software or Computer Databases or data or other Intellectual Property incorporated into, derived from or distributed with such Proprietary Software and Proprietary Databases be (i) disclosed or, in the case of Computer Software, distributed in source code form, (ii) licensed for the purpose of making derivative works, (iii) redistributable at no charge, or (iv) subject to any other material limitation, restriction or condition on the right or ability of Sellers to use or distribute the same. Such Proprietary Software and Proprietary Databases does not contain any substantial or material programming errors or, Sellers’ knowledge, any Harmful Code.

(d) Seller Owned Intellectual Property. Except as set forth on Section 4.7(d) of the Disclosure Schedules, Sellers are the exclusive owners of all right, title, and interest in and to each item of Seller Owned IP, free and clear of all Encumbrances. All Seller Licensed IP is licensed to Sellers pursuant to valid, written license agreements. Except as set forth on Section 4.7(d) of the Disclosure Schedules, the Seller Owned IP and Seller Licensed IP, and the Intellectual Property Rights therein, comprise all of the

Intellectual Property and Intellectual Property Rights used in or necessary to conduct the Seller Business, as conducted immediately prior to the Closing, and such rights will be exercisable after the Closing by Buyer in the same manner as conducted by Sellers immediately prior to the Closing, and Sellers' rights therein and thereto will not be altered or impaired by the consummation of the transactions contemplated by this Agreement.

(e) Seller Non-Infringement. Sellers, the operation of Seller Business as currently conducted, and the use by Sellers of the (i) Intellectual Property and Intellectual Property Rights used by it in operation of its business as currently conducted (including all Seller Owned IP and Seller Licensed IP) (the "Seller Business IP"), and (ii) Sellers' IT Assets, in connection therewith do not infringe, misappropriate or otherwise violate the Intellectual Property or Intellectual Property Rights of any third party, and have not done so in the last six (6) years. Sellers have not received any written notice or claim from any Person alleging that Sellers violate, infringe or misappropriate any Intellectual Property or Intellectual Property Rights of such party, or challenging the right of Sellers to own, use, or enforce any of the Seller Business IP. There are no current, and in the past three (3) years there have been no, legal proceedings, written threats of legal proceedings, or to Sellers' knowledge, non-written threats of legal proceedings, in each case, in which Sellers have alleged the violation, misappropriation or infringement of any Seller Business IP by any Person, and there has been no violation, infringement or misappropriation by any Person of the Seller Owned IP.

(f) Third Party Use. Except as set forth in Section 4.7(f) of the Disclosure Schedules, or with respect to non-exclusive licenses granted by Sellers in the ordinary course of business to customers in connection with the provision of services to those customers, Sellers has not granted any other Person a license or other right to use any Seller Business IP.

(g) Buyer-created derivative works. Notwithstanding anything to the contrary in this Agreement or in any certificate, schedule or document delivered pursuant hereto, Sellers make no representation or warranty, and shall have no liability or indemnification obligation, with respect to any derivative works of Seller Intellectual Property that were created, authored, developed, or modified by Buyer or its Affiliates under any license granted by Sellers prior to the Closing, including any claims or Losses arising from or related to the authorship, validity, originality, enforceability, or alleged infringement, misappropriation, or violation of Intellectual Property rights by such derivative works.

4.8 [Reserved].

4.9 Condition and Sufficiency of the Purchased Assets. The Purchased Assets are in good operating condition, normal wear and tear excepted, and there is no deferred maintenance with respect to any of the property transferred. The Purchased Assets are fit for Buyer's intended uses and functions, have been maintained in accordance with reasonable business practices, and conform in all material respects to all applicable laws. The Purchased Assets are all of the assets necessary for the operation of the Seller Business in substantially the same manner as currently operated by Sellers.

4.10 Litigation. Except as set forth in Section 4.10 of the Disclosure Schedules, there is no suit, claim, action or proceeding, at law or in equity, now pending or, to Sellers' knowledge, threatened against or affecting Sellers, the Seller Business, or the Purchased Assets before any court, administrative or regulatory body, or any governmental agency, nor, to Sellers' knowledge, are there any grounds therefor.

4.11 No Broker. No Seller, nor any person acting on either such party's behalf, has paid or become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement.

4.12 Compliance with Law. Except as set forth in Section 4.12 of the Disclosure Schedules, (a) no Seller is in material violation of, or delinquent in respect to, any decree, order, or arbitration award or law, statute, rule, ordinance, or regulation of or agreement with or from any federal, state, or local governmental authority (or to which its properties, assets, personnel, or business activities are subject); and (b) the ownership and operation of the Purchased Assets by Sellers, and the conduct of the Seller Business are in material compliance with all applicable federal, state, and local laws, ordinances, regulations, and orders, and no event has occurred or circumstances exist that (with or without notice or lapse of time or both) (i) may constitute or result in a violation by Sellers of, or a failure on the part of Sellers to comply with, any decree, order, or arbitration award or law, statute, rule, ordinance, or regulation of or agreement with or from any federal, state, or local governmental authority, or (ii) would give rise to any obligation on the part of Sellers to undertake, or to bear all or any portion of the cost of, any remedial action of any nature.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

To induce Sellers to enter into this Agreement and to sell the Purchased Assets, Buyer represents and warrants to Sellers as follows:

5.1 Organization and Authority of Buyer. Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, with full corporate power and authority to own, lease, hold and operate the assets and properties owned, leased, held or operated by it, to carry on its business as it is currently conducted and to perform its obligations under this Agreement. The execution, delivery and performance of this Agreement and the other documents to be executed by Buyer in connection herewith, the purchase from Sellers of the Purchased Assets, and the consummation of the transactions contemplated by this Agreement and such other documents, have been duly authorized by all requisite action on the part of Buyer. This Agreement constitutes, and all bills of sale, assignments, agreements and other instruments and documents to be executed and delivered by Buyer hereunder will constitute (assuming the due authorization, execution and delivery by the other parties hereto and thereto), the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms.

5.2 Absence of Conflicts and Consent Requirements. Buyer's execution and delivery of this Agreement and the other documents contemplated by this Agreement to which it is a party, the consummation of the transactions contemplated by this Agreement, and compliance by Buyer with the provisions of this Agreement and such other documents, does not and will not: (a) conflict with or result in a breach of the terms or conditions of the Certificate of Incorporation, bylaws, Articles of Organization, operating agreement or other organizational documents of Buyer; (b) violate, conflict with, constitute a default under, or give rise to any right to termination, cancellation or acceleration under the terms, conditions or provisions of any mortgage, indenture, agreement, lease, obligation, restriction, arrangement, instrument or other contract to which Buyer is a party or is bound; (c) violate any judgment, order, decree, law, statute, regulation or other judicial or governmental restriction to which Buyer is subject; or (d) require the consent, approval or waiver of, or any prior filing with or notice to, any governmental authority or other third party.

5.3 No Broker. Neither Buyer nor any person acting on Buyer's behalf has paid or become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement.

ARTICLE VI CERTAIN COVENANTS AND AGREEMENTS

6.1 Press Releases and Announcements. Buyer and Sellers will cooperate in the preparation and dissemination of any announcements and other disclosures to others relating to the Closing, and each Party shall provide the other with the reasonable opportunity to review any such announcements or other disclosures prior to dissemination.

6.2 Further Assurances; Notices and Consents. Sellers and Buyer agree to cooperate fully with each other and to execute such further instruments, documents and agreements and to give such further written assurances, as may be reasonably requested by a Party, to better evidence and consummate the transactions described herein and contemplated hereby, and to carry into effect the intent and purpose of this Agreement. Each of Buyer and Sellers will give any notices to, make any filings with, and use commercially reasonable efforts to obtain any authorizations, consents and approvals of, any governmental authority or third party that are necessary in connection with the transactions contemplated by this Agreement. If any third party fails to provide any such necessary authorization, consent or approval, Sellers shall cooperate with Buyer in any commercially reasonable arrangement designated by Buyer and designed to provide Buyer the benefits of having obtained such authorization, consent or approval, including enforcement of any related contractual or other rights of Sellers at the cost of and for the account of Buyer.

In addition, subject to the limitations herein, Sellers shall cooperate with Buyer and provide such further instruments, documents and agreements that may be desirable or necessary or required for Buyer to receive the full economic and legal benefits of the Non-Vaunt Assets to the extent that such benefits are not available to Buyer prior to exercise of the full Company Option.

6.3 Fees and Expenses. Except as otherwise provided herein, Sellers and Buyer shall each bear their own costs and expenses in connection with the negotiation and preparation of this Agreement and the consummation of the transactions contemplated hereby, including, without limitation, the fees and expenses of their respective counsel, accountants and consultants.

6.4 Transition Services. Sellers covenants and agrees to, on a reasonable basis, (a) cooperate with Buyer in the transfer of information technology used by or in connection with the Seller Businesses to Buyer, including, without limitation, websites, domain names, and registrations, as soon after the Closing as is commercially practicable, (b) cooperate with Buyer in its efforts to continue and maintain for the benefit of Buyer those business relationships of Sellers existing through and including the Closing Date and relating to the Seller Businesses, including, without limitation, any distributors, vendors, suppliers and customers, for a period of ninety (90) days after the Closing Date, and (c) provide advice to Buyer, as requested by Buyer from time-to-time, in order to transition and to retain customers of the Businesses for the benefit of Buyer, and to maintain, develop, and improve customer relationships with Buyer for a period of ninety (90) days after the Closing Date.

6.5 Corporate Existence. Parent shall remain a corporation in good standing under the laws of the State of Delaware for a minimum of twenty-four (24) months following the Closing Date.

6.6 Tax Matters.

(a) Sellers shall duly and timely file with the appropriate taxing authority all Tax Returns required under applicable laws to be filed by Sellers for any period ending on or prior to the Closing Date that cover any Tax obligations of Sellers, the Seller Business or the Purchased Assets.

(b) The Parties anticipate that the transactions contemplated hereby shall be exempt from any sales, purchase, transfer, stamp, documentary stamp, registration, use or similar Taxes ("Transfer Taxes")

under exemptions afforded by applicable law. The Parties agree to reasonably cooperate in securing the benefits of such exemptions, including by executing, delivering and filing any certificates or other documents necessary to establish the applicability thereof. If, notwithstanding the Parties' intent and expectations, it is determined that the sale of any of the Purchased Assets is subject to Transfer Taxes, Buyer shall be solely responsible for such Transfer Taxes, and shall report and remit such Transfer Taxes to the applicable taxing authority.

(c) The Parties shall cooperate fully, as and to the extent reasonably requested by another Party, in connection with the filing of Tax Returns and any proceedings with respect to Taxes relating to the Purchased Assets. Such cooperation shall include the retention and (upon another Party's request) the provision of records and information that are relevant to any such Tax Return or proceeding. The Parties each agree to retain all books and records with respect to Tax matters pertinent to the Purchased Assets relating to any taxable period beginning on or before the Closing Date until the expiration of the statute of limitations of the respective taxable periods.

ARTICLE VII SURVIVAL; INDEMNIFICATION

7.1 Survival. All representations, warranties, covenants and agreements made by a Party, whether made in this Agreement or any exhibit, schedule, agreement, certificate, instrument or other document delivered pursuant to this Agreement, shall be made at and as of the Closing Date and shall survive Closing and for the twelve (12) month period thereafter, unless the specific time for performance in such agreement sets forth a longer period of time in which case the terms of such agreement shall govern. Notwithstanding the foregoing, the Fundamental Representations and any claims relating to, arising out of or otherwise attributable to intentional fraud or intentional misrepresentation shall survive the Closing and shall continue indefinitely.

7.2. Indemnification.

(a) By Parent. Parent shall defend, indemnify, reimburse and hold Buyer, and its members, managers, employees, agents, representatives, successors and assigns (each, a "Buyer Indemnitee"), harmless from, against and in respect of, any Losses incurred or suffered by any Buyer Indemnitee with respect to: (i) any breach or inaccuracy of any representation or warranty made by Sellers in Article IV above, or in any agreement, document or instrument executed by Sellers pursuant to this Agreement; (ii) any breach of or default in connection with any of the covenants, agreements or obligations made by Sellers in this Agreement or in any agreement, document or instrument executed pursuant to this Agreement; (iii) any Excluded Liabilities; (iv) any Tax liability of Sellers, and any Tax liability of Fly Vaunt with respect to any Tax attributable to any pre-Closing period; and/or (v) any failure of Sellers to provide the indemnification required herein.

(b) By Buyer. Buyer agrees to defend, indemnify and hold Sellers, and its shareholders, managers, employees, agents, representatives, successors and assigns (each a "Seller Indemnitee") harmless from, against and in respect of any Losses incurred or suffered by any Seller Indemnitee with respect to: (i) any breach or inaccuracy of any representation or warranty made by Buyer in Article V above, or in any agreement, document or instrument executed by Buyer pursuant to this Agreement; (ii) any breach of or default in connection with any of the covenants, agreements or obligations made by Buyer in this Agreement or in any agreement, document or instrument executed pursuant to this Agreement; and/or (iii) any failure of Buyer to provide the indemnification required herein.

(c) Claims by Party. All claims for indemnification under this Agreement shall be resolved in accordance with the following procedures:

(i) Promptly (but in no event more than thirty (30) days) after receipt by a Seller Indemnitee or a Buyer Indemnitee, as applicable (either, an “Indemnified Party”) of written notice of any third-party claim asserted against it, such Indemnified Party shall, if a claim for indemnification is to be made against a party under this Section 7.2 (such party, the “Indemnifying Party”), give notice to the Indemnifying Party of such third-party claim, but the failure to notify the Indemnifying Party within such thirty (30)-day period shall not relieve the Indemnifying Party of any liability that it may have to any Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the Indemnifying Party is actually and materially prejudiced by the Indemnified Party’s failure to give such notice. Each notice of a third-party claim shall describe the third-party claim in reasonable detail and shall indicate the amount (estimated, if necessary and to the extent possible) of the Loss that has been or may be suffered by the Indemnified Party and a reference to the provisions of this Agreement in respect of which such Losses shall have occurred.

(ii) If any such third-party claim is brought against an Indemnified Party and such Indemnified Party gives notice thereof to the Indemnifying Party, the Indemnifying Party shall be entitled to participate in such third-party claim (at its sole cost and expense) or, by giving written notice to the Indemnified Party, to assume the defense of such third-party claim (at its sole cost and expense) with counsel reasonably satisfactory to the Indemnified Party. Notwithstanding the foregoing, an Indemnifying Party may not assume the defense of a third-party claim (and shall not be entitled to continue to control the defense of any third-party claim) if (A) the Indemnified Party determines in good faith that such Indemnifying Party does not have the financial resources to defend against the such third-party claim and to fulfill its indemnification obligations hereunder, (B) the Indemnified Party has been advised by counsel that an actual or potential conflict exists between the Indemnified Party and the Indemnifying Party in connection with such third-party claim, (C) such third-party claim relates to or otherwise arises in connection with any criminal or regulatory enforcement action or proceeding or is brought by a governmental authority, (D) where it is reasonably likely for such third-party claim, or the Indemnifying Party’s conduct of the defense of such third-party claim, to be adverse to the Indemnified Party’s reputation or continuing business interests, (E) such third-party claim seeks an injunction, equitable relief, or other non-monetary damages against the applicable Indemnified Party or any other relief other than monetary damages, (F) such Indemnifying Party shall fail to respond and/or assume the defense of such third party claim within ten (10) days after receipt of notice from the Indemnified Party, (G) such Indemnifying Party shall fail to accept and acknowledge in writing that such Indemnified Party is entitled to indemnification with respect to such third-party claim pursuant to this Article VII, or (H) the Indemnifying Party fails defend such third-party claim in good faith.

(iii) If the Indemnifying Party assumes the defense of a third-party claim that the Indemnifying Party is permitted to assume, then the Indemnified Party shall reasonably cooperate in the defense or prosecution thereof at the Indemnifying Party’s expense. No Indemnifying Party shall settle, compromise, or consent to the entry of a judgment of a third-party claim subject to this Section 7.2 without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld, conditioned, or delayed), unless (A) the settlement includes an unconditional release of the Indemnified Party from all Losses with respect to such third-party claim and (B) the settlement does not include (I) any non-monetary commitment by the Indemnified Party or (II) any monetary commitment by the Indemnified Party with respect to which the Indemnifying Party is not required to provide full indemnification hereunder.

(iv) If the Indemnifying Party does not assume, or is not entitled to continue control of, the defense of a third-party claim, then the Indemnified Party shall have the right to assume control of the defense of such third-party claim through counsel of its choice, the cost of which shall be at such Indemnifying Party’s expense to the extent that the Indemnified Party’s right of indemnification is established hereunder. If the Indemnified Party elects to assume the defense of a third-party claim

hereunder, then the Indemnified Party shall not settle, compromise, or consent to the entry of a judgment of a third-party claim subject to this Section 7.2 without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned, or delayed) to the extent that any obligations or liabilities would be imposed on the Indemnifying Party as a result of such settlement, compromise or judgment.

(v) If the Indemnifying Party shall fail to respond, within ten (10) days after receipt of notice from the Indemnified Party, then the Indemnifying Party shall be deemed to have accepted such third-party claim and acknowledged that the Indemnified Party is entitled to indemnification with respect to such third-party claim pursuant to this Article VII. If the Indemnifying Party shall timely respond within such ten (10)-day period and disputes such third-party claim and the Indemnified Party's right to indemnification hereunder, then the Indemnified Party shall be free to seek enforcement of its rights to indemnification under this Article VII.

(vi) Any direct claim for indemnification under this Article VII (not involving a third-party claim) shall be asserted by giving the Indemnifying Party written notice within a reasonable period (but in no event more than thirty (30) days) after an Indemnified Party determines the existence of the claim, stating the nature of such claim in reasonable detail and indicating the estimated amount of Losses, if practicable, and a reference to the provisions of this Agreement in respect of which such Losses shall have occurred; provided, however, that the failure to give notice to the Indemnifying Party shall not relieve the Indemnifying Party of its obligations hereunder except to the extent such failure shall have actually and materially prejudiced the Indemnifying Party. The Indemnifying Party shall have a period of ten (10) days within which to respond to such direct claim. The Indemnified Party shall make available to the Indemnifying Party all records and other materials reasonably requested by the Indemnifying Party for use in contesting any direct claim. If the Indemnifying Party shall fail to respond within such ten (10)-day period, then the Indemnifying Party shall be deemed to have accepted that such Indemnified Party is entitled to indemnification with respect to such direct claim pursuant to this Article VII. If the Indemnifying Party shall timely respond within such ten (10)-day period and disputes such direct claim and the Indemnified Party's right to indemnification hereunder, then the Indemnified Party shall be free to seek enforcement of its rights to indemnification under this Article VII.

(d) Miscellaneous Indemnification Terms.

(i) The indemnification obligations under this Article VII shall be the sole and exclusive remedy available to any Indemnified Party with respect to any monetary Losses arising out of this Agreement. Notwithstanding the foregoing, nothing contained herein shall be deemed a waiver by a Party of any right to specific performance or injunctive relief or any right or remedy with respect to fraud, intentional misrepresentation, willful misconduct or willful breaches.

(ii) For purposes of determining whether a breach has occurred, and the amount of any Losses that is the subject matter of a claim for indemnification under this Article VII based on a breach or inaccuracy of any representation or warranty contained in this Agreement, each such representation and warranty shall be read without regard and without giving effect to any "materiality," "in all material respects," "knowledge" or any similar standard or qualification contained in such representation or warranty (as if such standard or qualification were deleted therefrom).

(iii) The indemnities set forth in this Article VII are intended to be enforceable against the Parties in accordance with the express terms and scope thereof notwithstanding any laws that would prohibit or otherwise limit indemnities because of the negligence (whether sole, concurrent, active or passive) or other fault or strict liability of Sellers or the applicable Buyer Indemnitee, as applicable.

(iv) The Parties shall, to the extent permitted by applicable laws, treat any payments made pursuant to this Article VII as adjustments to the Purchase Price for Tax purposes.

(v) Parent's indemnification obligations for any breach or inaccuracy of any representation or warranty made by Sellers in Article IV above (other than for fraud) shall be capped at (i) Two Million Dollars (\$2,000,000) for any such breach or inaccuracy of representations and warranties made by Sellers in Sections 4.1, 4.2, 4.4, and 4.7, and (ii) Two Hundred Thousand Dollars (\$200,000.00) for the remaining sections of Article IV. The referenced caps shall be the aggregate amounts subject to indemnification under the Vaunt Assets and Non-Vaunt Assets Options.

ARTICLE VIII MISCELLANEOUS

8.1 Merger Clause. This Agreement (and the agreements to be delivered pursuant hereto), including the schedules and exhibit attached hereto, contains the final, complete and exclusive statement of the agreement between the Parties with respect to the transactions contemplated herein and all prior or contemporaneous written or oral agreements with respect to the subject matter hereof are merged into this Agreement.

8.2 Amendments; Waiver. No change, amendment, qualification or cancellation hereof shall be effective unless in writing and executed by the Parties hereto. No action taken pursuant to this Agreement or any other agreement executed pursuant hereto, including any investigation by or on behalf of either Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

8.3 Benefits and Binding Effect. This Agreement shall be binding upon and inure to the benefit of any and all successors, assigns, or other successors in interest of Buyer and Sellers. Except for assignment by Buyer in whole or in part to one or more Affiliates (each of which shall not require consent), neither Party hereto may assign this Agreement nor any of their respective rights, interests or obligations hereunder, in whole or in part, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment not permitted under this Section 8.3 shall be null and void.

8.4 Notices. All notices, consents, waivers, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) if mailed by certified registered mail, with return receipt requested, when received, (b) if sent by overnight delivery service or other courier, when delivered, (c) if sent by electronic mail, when sent (provided, that no "bounce-back", system error message or other notification of non-delivery is received by the sender), or (d) if delivered by hand, when delivered. All notices to a Party shall be sent to the addresses set forth below or to such other address or Person as such Party may designate by notice to each other Party under this Section 8.4:

Sellers: Volato Group, Inc.
Attn: Mark Heinen
1954 Airport Road, Suite 124
Chamblee, GA 30341
Email: mark.heinen@flyvolato.com

Volato, Inc.
Attn: Mark Heinen
1954 Airport Road, Suite 124
Chamblee, GA 30341
Email: mark.heinen@flyvolato.com

Fly Vaunt, LLC
Attn: Mark Heinen
1954 Airport Road, Suite 124
Chamblee, GA 30341
Email: mark.heinen@flyvolato.com

With a copy to: Dykema Gossett PLLC
Attn: Andrew T. Frost
111 E. Kilbourn Ave., Suite 1050
Milwaukee, WI 53202
Email: Afrost@dykema.com

Buyer: flyExclusive, Inc.
Attn: Thomas J. Segrave, Jr.
2860 Jetport Rd.
Kinston, NC 28504
Email: jsegrave@flyexclusive.com

With a copy to: Wyrick Robbins Yates & Ponton LLP
Attn: Larry E. Robbins
4101 Lake Boone Trail, Suite 300
Raleigh, NC 27607
Email: lrobbins@wyrick.com

8.5 Captions. The Article and Section headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof.

8.6 Governing Law; Venue. This Agreement and all claims and causes of action that may be based upon, arise out of, or relate to this Agreement or the negotiation, execution or performance of this Agreement shall be governed by the laws of the State of Delaware, without regard to the conflicts of law principles of such state that may result in the application of the substantive laws of another state. Further, the Parties agree to the sole and exclusive jurisdiction of any state or federal court sitting within Raleigh, North Carolina with respect to any action arising under or relating to this Agreement, and the Parties each consent to the jurisdiction of said courts and waive any right or defense relating to such jurisdiction or venue.

8.7 Schedules. All of the Schedules hereto referred to in this Agreement are hereby incorporated herein by reference and shall be deemed and construed to be a part of this Agreement for all purposes.

8.8 Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses or provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof.

8.9 Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument.

8.10 Attorney Fees. In the event an arbitration, suit or action is brought by any Party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing Party shall be entitled to reasonable attorneys' fees to be fixed by the arbitrator, trial court, and/or appellate court.

8.11 Specific Performance; Remedies. The Parties acknowledges and agrees that Buyer would be damaged irreparably if any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. Accordingly, the Parties agree that Buyer shall be entitled to an injunction or injunctions to prevent breach of the provisions of this Agreement and to enforce specifically this Agreement and its terms and provisions, without the necessity of proving the inadequacy of money damages as a remedy, in addition to any other remedy to which they may be entitled, at law or in equity. Except as otherwise provided herein, all rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any interest by any party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such party.

8.12 No Third-Party Beneficiaries. This Agreement and the other agreements to be delivered pursuant hereto (including the schedules and exhibits hereto and thereto) are not intended to, and shall not, confer upon any other Person any rights or remedies hereunder, except for Article VII, which is for the benefit of the Indemnified Parties covered thereby.

8.13 Waiver of Jury Trial; Attorneys' Fees. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION, CLAIM OR PROCEEDING (WHETHER A CLAIM, COUNTERCLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE) IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), ACTIONS OR INACTIONS BY OR AMONG THE PARTIES. In the event of a dispute arising out of or relating to this Agreement or the transactions contemplated hereby, the prevailing party (as determined by a final judgment or order issued by a court of competent jurisdiction) shall be entitled to recover from the non-prevailing party, in addition to all other damages to which it may be entitled, its reasonable attorneys' fees, expenses and costs.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement or caused this Agreement to be executed by its duly authorized representative in such form as to binding, all as of the date first above written.

SELLERS:

Volato Group, Inc., a Delaware corporation

Signed by:
By: Mark Heinen
Name: Mark Heinen
Title: Chief Financial Officer

Volato, Inc., a Georgia corporation

Signed by:
By: Mark Heinen
Name: Mark Heinen
Title: Chief Financial Officer

Fly Vaunt, LLC, a Georgia limited liability company

Signed by:
By: Mark Heinen
Name: Mark Heinen
Title: Chief Financial Officer

BUYER:

flyExclusive, Inc., a Delaware corporation

Signed by:
By: Thomas James Segrave, Jr.
Name: Thomas J. Segrave, Jr.
Title: Chief Executive Officer

ANNEXES AND SCHEDULES

Annexes:

Annex A Defined Terms

Schedules:

Schedule 1.1(a) Tangible Personal Property
Schedule 1.1(b) Assumed Contracts
Schedule 1.1(d) Intellectual Property
Schedule 1.1(e) Permits, Licenses and Authorizations
Schedule 1.1(f) Prepaid Expenses, Deposits, Etc.
Schedule 1.3 Excluded Assets
Schedule 2.3 Allocation of Purchase Price

ANNEX A DEFINED TERMS

"Affiliate" means, with respect to any Person, a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified.

"Agreement" has the meaning set forth in the Preamble.

"AMS Agreement" has the meaning set forth in the Recitals.

"Assumed Contracts" has the meaning set forth in Section 1.1(b).

"Assumed Liabilities" has the meaning set forth in Section 1.2.

"Bill of Sale" has the meaning set forth in Section 3.2(b).

"Buyer" has the meaning set forth in the Preamble.

"Buyer Indemnitee" has the meaning set forth in Section 7.2.

"Closing" has the meaning set forth in Section 3.1.

"Closing Date" has the meaning set forth in the Preamble.

"Computer Database" means all types of collections of electronic records and data that can be accessed by a computer.

"Computer Software" means all types of computer software programs including operating systems, application programs, software tools, firmware and software embedded in equipment, including object code, executable code, source code versions thereof, firmware, platform and application software, library functions, compilers, models and all written or electronic materials that explain the structure or use of software or that were used in the development of software, including logic diagrams, flow charts, algorithms, methodologies and implementation thereof, data, metadata, databases, compilation of data, whether machine readable or otherwise, documentation, and any other work or products used to design, plan, organize, maintain, support or develop any of the Purchased Assets, whether in source or object code format and all related documentation, code notes, procedural diagrams, development tools, error reports, manuals and training materials.

"Copyright" means all works of authorship, regardless of the medium of fixation or means of expression, and all associated registrations and applications for registration, under the copyright laws of the United States or any other foreign country, for the full term and all renewals, extensions and restorations thereof.

"Disclosure Schedules" has the meaning set forth in Article IV.

"Encumbrances" has the meaning set forth in Section 1.1.

"Excluded Assets" has the meaning set forth in Section 1.3.

"Excluded Liabilities" has the meaning set forth in Section 1.2.

“Fly Vaunt” has the meaning set forth in the Preamble.

“Fundamental Representations” means Sections 4.1 (Organization and Authority), 4.2 (Absence of Conflicts and Consent Requirements), 4.3 (Capitalization), 4.4 (Title to Property), 4.5 (Taxes), and 4.13 (No Broker).

“Harmful Code” means (a) any virus, malware, trackware, ransomware, Trojan horse, worm, back door, time bomb, drop dead device, spyware or adware, and (b) any similar program, routine, instruction, mechanism, device, computer code, contaminant, logic or effect designed or intended to have, or intended to be capable of performing, any of the following functions: (i) disrupting, disabling, harming or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such mechanism, device or computer code is stored or installed, or otherwise materially and adversely affect the functionality of, any IT Asset (or portion thereof); or (ii) collecting, erasing, damaging or destroying any information, data or file, in each case, without the user’s consent.

“IP Assignment Agreement” has the meaning set forth in Section 3.1(c).

“IT Assets” means all Computer Software, Computer Databases, systems, servers, websites, computers, hardware, firmware, middleware, networks, data communications lines, routers, hubs, switches and all other information technology equipment, and all associated documentation.

“Indemnified Party” has the meaning set forth in Section 7.2(c)(i).

“Indemnifying Party” has the meaning set forth in Section 7.2(c)(i).

“Intellectual Property” means, collectively, any and all of the following existing in any jurisdiction throughout the world on the date hereof: (a) Patents, (b) Copyrights, (c) Trade Secrets, data and legal rights therein and other confidential information and know-how, (d) Marks and all good will associated therewith, and (e) Computer Software.

“Intellectual Property Rights” means all worldwide proprietary rights, moral rights, and other rights in Intellectual Property, including, all rights of integrity and attribution, remedies against infringement or misappropriation thereof, and all rights to the protection of any interests therein under any applicable law.

“Licensed Software” means any Computer Software owned by a third party and licensed to or otherwise used by Sellers in connection with the Purchased Assets, as applicable, but specifically excluding software and applications available for use by any Person without charge via the internet (e.g., Wikipedia, Facebook, LinkedIn, etc.).

“Licensed Database” means any Computer Database owned by a third party and licensed to or otherwise used by Sellers in connection with the Purchased Assets, as applicable, but specifically excluding databases and related applications available for use by any Person without charge via the internet (e.g., Wikipedia, Facebook, LinkedIn, etc.).

“Losses” means all damages, awards, losses, demands, claims, proceedings, liabilities, judgments, obligations, Taxes, assessments, fines, sanctions, penalties, charges, costs, expenses, payments, all interest thereon (including court costs, costs of defense, and reasonable fees and expenses of attorneys, accountants and other professional advisors), including, but not limited to, and only to the extent awarded and paid to a

third party, consequential damages, lost profits, diminution of value, valuation metrics and other multiple-based damage, and exemplary or punitive damages.

“Marks” means statutory and common law trademarks, trade dress, service marks, logos, trade names, business names, and other words, names, designs or symbols used to identify a business or source of goods or services, and the goodwill associated therewith, now existing or hereafter adopted or acquired, and all registrations and applications to register the same, under the laws of the United States or any other foreign country, for the full term and all renewals thereof.

“*Non-Vaunt Assets*” means the assets designated as “Non-Vaunt Assets” listed on the Schedules to this Agreement.

“Off-the-Shelf Software” means commercially available off-the-shelf Computer Software that (A) is not material to Seller Business, (B) has not been modified or customized for Sellers, as applicable, and (C) is licensed to any Seller for a one-time or annual fee of \$5,000 or less.

“Open Source Software” means Computer Software that is subject to or licensed, provided or distributed under any open source license (including any copyleft license), including any license that satisfies the definition of free software by the Free Software Foundation, satisfies the definition of open source software by the Open Source Initiative, or that is offered under similar types of Computer Software licenses.

“Option” has the meaning set forth in the Recitals.

“Party” or “Parties” has the meaning set forth in the Preamble.

“Patent” means any issued U.S. and foreign patents and pending patent applications (and all patents that issue therefrom), patent disclosures, and any and all divisions, continuations, continuations-in-part, continuing prosecution applications, reissues and reexaminations thereof, for the full term thereof, as well as all inventions disclosed in any of the foregoing.

“Perpetual Fallback License” means an exclusive, perpetual, royalty-free, irrevocable, freely transferable and freely sublicensable license to use the Intellectual Property and Intellectual Property Rights related to the Purchased Assets.

“Person” means any natural person, firm, partnership, limited liability company, association, corporation, joint venture, unincorporated organization, joint stock company, trust, business trust, governmental authority or other entity.

“Proprietary Database” means any Computer Database owned, or purported to be owned, by Sellers used in connection with the Purchased Assets.

“Proprietary Software” means any Computer Software owned, or purported to be owned, by Sellers used in connection with the Purchased Assets.

“Purchased Assets” has the meaning set forth in [Section 1.1](#).

“Purchase Price” has the meaning set forth in [Section 2.1](#).

“Registered Intellectual Property” means all United States and foreign (a) Patents, (b) registered Marks, applications to register Marks (excluding “dead” applications that have been abandoned), intent to

use applications or other registrations or applications related to Marks, (c) registered Copyrights and applications for Copyright registration, and (d) domain names and URLs.

“Seller” and “Sellers” has the meaning set forth in the Preamble.

“Seller Business” means the business currently conducted by Volato for the Non-Vaunt Assets, and the aviation-related private equity fund business of Parent.

“Seller Business IP” has the meaning set forth in Section 4.7(e).

“Seller Indemnitee” has the meaning set forth in Section 7.2.

“Seller Licensed IP” means all Intellectual Property and Intellectual Property Rights (excluding any Seller Owned IP) used, held for use or practiced by Seller.

“Seller Owned IP” has the meaning set forth in Section 4.7(a).

“Seller Parent” has the meaning set forth in the Recitals.

“Tax Return” means any return, report or similar statement required to be filed with respect to any Taxes, including, without limitation, any information return, claim for refund, amended return and declaration of estimated Tax.

“Taxes” means any federal, state or local income, alternative, value-added, gross income, gross receipts, property, profit, production, ad valorem, sales, use, transfer, gains, license, excise, employment, withholding or minimum tax, stamp or environmental tax or any other tax, custom, duty, governmental fee or other like assessment or charge, together with any interest or penalty, addition to tax or additional amount imposed by any governmental body.

“Trade Secrets” means any data or information of Sellers that is not commonly known by or available to the public and that (a) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other Persons who can obtain economic value from its disclosure or use and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

“Transfer Taxes” has the meaning set forth in Section 6.6(b).

“*Vaunt Assets*” means the assets designated as “Vaunt Assets” listed on the Schedules to this Agreement.

“VWAP” means, for any date of determination, the volume-weighted average price per share of FLYX common stock on the NYSE American LLC (or any successor exchange) as reported by Bloomberg L.P. under the function “VWAP” for the security designated as “FLYX <Equity> VWAP” (or, if Bloomberg ceases to publish VWAP, another reputable financial data source selected in good faith by the parties), calculated for the thirty (30) consecutive trading days ending on and including the fifth (5th) trading day prior to the applicable determination date. For the avoidance of doubt, “VWAP” shall be determined without regard to after-hours trading or any other trading outside of regular trading hours (9:30 a.m. to 4:00 p.m. New York City time) and shall exclude any block trades not reported contemporaneously with public trading data.

1. Vaunt Assets are designated and identified by “*” and such assets are to be included, and sold, transferred and conveyed to Buyer, in the Vaunt Assets version of the Purchase Agreement as set forth in the AMS Agreement.
 2. Non-Vaunt Assets are designated and identified by “**” and such assets are to be included, and sold, transferred and conveyed to Buyer, in the Non-Vaunt version of the Purchase Agreement as set forth in the AMS Agreement.
 3. Other Assets listed below and identified by “***” and such assets are to be included, and sold, transferred and conveyed to Buyer, in both of the Vaunt Assets and Non-Vaunt Assets versions of the Purchase Agreement as set forth in the AMS Agreement.
-

SCHEDULE 1.1(a)

Included Company Aviation Assets as of the Effective Date of the Fifth Amendment to the AMS Agreement

**Tangible assets of Volato, Inc.: None

*Tangible assets of Fly Vaunt, LLC: None.

**Intangible Assets of Volato, Inc.

- 1) **All written work product drafts of legal documents and written business analysis documentation prepared on behalf of Volato, Inc. in connection with a proposed aviation-related private equity fund structure.

*Intangible Assets of Fly Vaunt, LLC

- 1) *Subject to Fly Vaunt, LLC's privacy policy and applicable law, all customer data held by Fly Vaunt, LLC in the Vaunt data platform repository as it exists on the transfer date. For the avoidance of doubt, this excludes any customer data repositories that contain information relating to non-Vaunt services or customers. Seller parties shall not be obligated to search for or deliver any customer data not stored in the foregoing designated repository. Any transfer of personal data or customer/lead information occurs only as permitted by applicable law, privacy notices, and contracts. No transfer is effected by implication.
- 2) *Subject to Fly Vaunt, LLC's privacy policy and applicable law, all individual consumer consents to be contacted for marketing and/or informational purposes to individually designated phone numbers to the extent that such individual consents are then-current at the time of transfer. Upon Buyer's written request, Fly Vaunt, LLC will send out an informational message to the applicable consumers informing them that the Vaunt service is being transferred to Buyer prior to the transfer. Such message shall be subject to the prior approval of both Buyer and Fly Vaunt, LLC.
- 3) *The internet domain name www.flyvaunt.com, together with all rights, goodwill, and benefits associated therewith, including the right to transfer, register, and renew the domain name with the applicable registrar, and all assignable rights against third parties arising from past, present, or future infringement, dilution, or other impairment of the domain name.
- 4) *Vaunt Social Media Accounts. All social media accounts (including usernames, handles, and associated goodwill) that are branded solely with the "Vaunt" name and used primarily to market the Vaunt service (the "Transferred Social Media Accounts"). Transferred Social Media Accounts exclude (i) any accounts branded under "Volato," "Fly Vaunt, LLC," or any other Volato Group identifier; (ii) any content or postings relating to Volato or Fly Vaunt corporate performance, investor relations, strategy, or personnel; (iii) any attorney-client privileged, confidential, or HR-related communications; (iv) any historic direct messages, inbox content, or correspondence, except for Vaunt customer service inquiries as mutually agreed; and (v) any historical analytics tied to Volato or Fly Vaunt accounts. Prior to Closing, Seller will use commercially reasonable efforts to remove or archive Excluded Content from the Transferred Social Media Accounts. Buyer shall have no rights in Excluded Content, and any such materials inadvertently transferred shall be promptly removed upon request. At Buyer's option, in

lieu of receiving a particular social media account, Buyer may direct Seller parties to permanently delete such account at or after Closing.

- 5) *Vaunt Business Records.
 - a) *Subject to all exclusions herein and applicable law, copies of Fly Vaunt, LLC books, records, files, data, and other documentation that (i) relate solely to the Vaunt line of business as conducted immediately prior to Closing, (ii) are used primarily in the operation of the Vaunt service, and (iii) are reasonably necessary to permit Buyer to continue such operation after Closing (collectively, the “Transferred Records”). Transferred Records include, in each case to the extent Vaunt-specific: customer and lead lists collected through Vaunt channels, supplier and vendor contact lists for assigned contracts, Vaunt marketing collateral, product specifications and technical documentation for the Vaunt service, help/FAQ articles, and Vaunt-specific standard form customer order forms and terms (but not Seller parties’ enterprise-wide form agreements).
 - b) ***Except as expressly set forth in this Schedule, no business records of Seller parties are being sold, assigned, or transferred pursuant to the Agreement. Without limiting the foregoing, the following are excluded and shall not transfer (the “Excluded Records”): (a) organizational documents, minute books, stock records, board/committee materials, and compliance policies of Volato Group, Inc. and any of its affiliates or subsidiaries; (b) tax returns/workpapers, or investor-relations materials; (c) HR and payroll records; (d) attorney-client privileged materials and attorney work product; (e) records that cannot be transferred without third-party consent or that are subject to confidentiality or data-processing restrictions (unless and until such consent is obtained); (f) records that relate to any specifically-excluded assets stated herein; (g) enterprise-wide templates, policies, SOPs, and forms used generally across Volato, Inc. or any of its affiliates (other than Vaunt-specific versions expressly included above); and (h) email archives and collaboration content.
 - c) ***Delivery; Retention; Redaction. Transferred Records will be delivered in existing electronic formats where available; Seller parties is not obligated to create new records. Seller parties may retain copies of Transferred Records for legal, tax, compliance, and archival purposes, subject to confidentiality. Seller parties may reasonably redact Excluded Records and privileged or third-party confidential information.
- 6) ***Privilege Preservation; Inadvertent Delivery. No privilege shall be waived by any contemplated assignment described herein. If any Excluded Records are inadvertently delivered, Buyer acquires no rights therein and shall promptly delete or return them upon notice (and certify deletion upon request).
- 7) ***General Business Accounts and Subscriptions. Notwithstanding any other provision herein, no general business accounts, subscriptions, licenses, or services of Seller parties are transferred unless specifically enumerated in this Schedule or other Schedule to this Agreement. Without limiting the foregoing, excluded items include but are not limited to: (a) general software-as-a-service subscriptions (including but not limited to productivity tools, AI services, analytics platforms, and communication tools), (b) utility accounts, (c) insurance policies, (d) enterprise-wide licenses or subscriptions that serve multiple business functions, (e) accounting, legal, or professional services relationships, (f) general office or administrative service contracts, and (g) any other accounts, subscriptions, or service relationships that are not directly and necessarily related to the specific operation of the Vaunt platform. Only those vendor contracts and service relationships specifically identified in Schedule 1.1(b) as relating to the Vaunt service are included in the transfer.

SCHEDULE 1.1(b)
ASSUMED CONTRACTS

**Volato, Inc. None

*Fly Vaunt, LLC

- 1) *All then-current customer contracts for the Vaunt service held by Fly Vaunt, LLC at the time of Closing.
 - 2) *All executed, non-terminated Vaunt Operator Addendums existing at the time of Closing.
 - 3) *Any other then-current executed agreements with any Operator related to the Vaunt platform.
 - 4) *Any other vendor, service provider, or supplier contracts relating to the Vaunt service and in place at the time of Closing, but not including any general business accounts excluded in Schedule 1.1(a).
-

SCHEDULE 1.1(d)
INTELLECTUAL PROPERTY

**Volato, Inc. IP

- 1) **Copyright Registrations: all of Volato, Inc.'s right, title, and interest to the following U.S. copyright registrations, and derivative works thereto, existing as of the Closing:
 - Vaunt v. 1.0 Case No. 1-14218915259
 - Volato API v. 1.0 Case No. 1-14218914898
 - Volato Crew App v. 1.0 Case No. 1-14218915194
 - Volato MC v. 1.0 Case No. 1-14217784321
 - Volato Mobile v. 1.0 Case No. 1-14218914873
 - Volato Mobile Sales v. 1.0 Case No. 1-14218670243
 - Volato Pocket Pro Forma v. 1.0 Case No. 1-14218783888

- 2) **To the extent not covered otherwise herein on Schedule 1.1(d), all of Volato, Inc.'s right title and interest to the following works as they exist at Closing: Derivative Apps maintained on Volato Mission Control ("MC") Platform:
 - Schedule Scenario Builder (<https://beta.flyexclusive.com/scenarios>). Create scheduling scenarios by manipulating planes, crews, and flight requests. Compare the optimized schedule against the original.
 - Flight Log Approver/Editor (<https://beta.flyexclusive.com/flyxflightlogs>). Edit and validate, and generate printable flight logs for pilots.
 - Charter Sales Manager (<https://beta.flyexclusive.com/flyxwholesale>). Displays and manages charter quote activity, includes omnichannel communications components.
 - Flight Schedule Visualizer (<https://beta.flyexclusive.com/flyxschedule>). Displays an interactive flight schedule, pilot duty days, and flight demand on the hold line. Designed for desktop/tablets.
 - Pocket Pro Forma (<https://beta.flyexclusive.com/products2>). Instantly generate 5 year financial pro formas for fractional owner prospects.
 - Mobile Sales Propeller (<https://beta.flyexclusive.com/mobilesales2>). Propel your sales with instant pricing, impromptu statics, client contacts, custom GPT, and more!
 - Pilot Portal (<https://beta.flyexclusive.com/pilotportal>). View pilot photos, contact information, seniority, rotations, descriptions and current flight schedules.
 - Flight Browser (<https://beta.flyexclusive.com/fbo>). View incoming/outgoing flights to/from specific airports. Includes an integration with FlightAware for flight maps and estimated landing times.
 - FBO Slideshow (<https://beta.flyexclusive.com/fbotv>). Displays flights in/out of Kinston in a dynamically generated presentation for large monitors
 - Retail Charter Sales Portal (<https://ai.flyexclusive.com>). Get a retail charter sales quote in seconds. Available to the general public.
 - MRO Schedule POC (<https://beta.flyexclusive.com/mroschedule>). Pre-prototype of a next-generation drag & drop MRO schedule
 - Wholesale Pricing Tool (<https://beta.flyexclusive.com/wholesale>). Beta of mobile web app for charter brokers to get instant quotes
 - FlyX Account Summaries (<https://beta.flyexclusive.com/flyxacctsummaries>). View and report account summaries for customers.

- 3) **To the extent not covered otherwise herein on Schedule 1.1(d), all of Volato Inc.'s right, title and interest to the following works as they exist at Closing: Deployed web apps:
 - pages/apps.ejs - Interactive catalog of deployed apps and prototypes

- pages/boldiq.ejs - UI for BoldIQ fleet optimizer
- pages/brag.ejs - Mobile web app for fractional owners to view photos and current location of their aircraft
- pages/broker-rewards-commissions.ejs - Volato broker rewards commissions report
- pages/chartercontract_flyexclusive.ejs - Contracts digital signature system for flyX
- pages/chartercontract.ejs - Contracts digital signature system for MC
- pages/charterquote.ejs - public flight quoting system for MC
- pages/charterquoteflyx.ejs - public flight quoting system, customized for flyExclusive
- pages/chat-gpt.ejs - volato MC chatgpt wrapper
- pages/contractviewer - volato MC charter flight contract signature system
- pages/fbo - utility for the fbo operators to view inbound/outbound flights
- pages/fbotv - slideshow app for visualizing inbound/outbound flights, weather, fuel prices
- pages/flightconfirmation.ejs - MC flight confirmation sent to pax
- pages/flighttimes.ejs - compares estimated flight times across different algorithms including boldiq, airtable, and foreflight dispatch
- pages/flyxacctsummaries.ejs - displays account activities (flights, other)
- pages/flyxcontracts.ejs - digital signatures for contracts
- pages/flyxflightlogs.ejs - pilot flight log and duty day display/validation
- pages/flyxquotes.ejs - display quotes by salesperson
- pages/flyxschedule.ejs - display flyx flight schedule using Bryntum Scheduler
- pages/flyxwholesale.ejs - sales management portal for wholesale charter
- pages/homepage.ejs - default page for app server
- pages/hondajet.ejs - displays estimated flight times for hondajets using Foreflight dispatch
- pages/mobilesales-wholesale.ejs - mobile app for wholesale brokers to get pricing and book flights
- pages/mobilesales1 - mobile web app for internal salespeople using MC
- pages/mobilesales2 - mobile web app for internal salespeople at flyX using Airtable
- pages/opt-in.ejs - flyExclusive SMS Opt-In/Out
- pages/pilotportal.ejs - flyExclusive pilot portal displaying contacts, seniority, and flight schedule, filtered by aircraft type.
- pages/privacy_policy.ejs
- pages/products.ejs - Volato pocket pro-forma
- pages/products2.ejs - FlyX pocket pro-forma
- pages/proforma.ejs - Generates pro-forma output as email or web page
- pages/proformacomparison.ejs - Generates side-by-side comparison pro-forma output as email or web page
- pages/proforainsiderprogram.ejs - outputs pro forma for Volato Insider program
- pages/reservation-request-form - Volato daily deals reservation requests
- pages/review-form - Volato NPS survey form
- pages/scenarios - BoldIQ scenario builder
- pages/subscribe - Email newsletter subscription
- pages/tailassignment.ejs - Customer tail assignment notification page
- pages/unsubscribe-flight-reviews.ejs - unsubscribe from flight review notifications
- pages/unsubscribe-owner-email.ejs - unsubscribe from owner emails
- pages/wholesaleadmin - web app for managing which brokers can access the flyExclusive wholesale mobile web app for brokers

- 4) ****To the extent not covered otherwise herein on Schedule 1.1(d), all of Volato Inc.'s right, title and interest to the following works as they exist at Closing: web app prototypes:**

- [pages/airportviewer.ejs](#) - CRUD for airport information
- [pages/apidashboard.ejs](#) - API dashboard displaying customer access trends
- [pages/chartergoals.ejs](#) - Volato MC charter goals visualization
- [pages/charterperformance.ejs](#) - Volato MC charter financial performance visualization
- [pages/charterrequests.ejs](#) - visualization of daily charter pricing quote requests coming from the MC public quoting system
- [pages/cityphotos.ejs](#) - a tool to manage a photo library of cities
- [pages/crewplanes](#) - prototype for managing the assignment of crews to planes
- [pages/crewscheduling](#) - prototype for visualing crew<>plane scheduling
- [pages/customers.ejs](#) - prototype for customer/contacts CRUD editor/viewer
- [pages/dailycharterhours.ejs](#) - prototype for visualizing daily charter flight qty
- [pages/depositprograminfo.ejs](#) - prototype for dashboard showing deposit program and salesperson activity
- [pages/dutydays.ejs](#) - MC crew duty days prototype
- [pages/dutydayvalidation.ejs](#) - MC crew duty day validation
- [pages/emailconfirmconsent.ejs](#) - MC email newsletter subscription consent
- [pages/fleetusage.ejs](#) - prototype for displaying monthly flight hours per tail
- [pages/flightlegs.ejs](#) - prototype of tabular display of flights and flight logs
- [pages/flightstats.ejs](#) - prototype of data visualization for flight times of different programs (charter, owner, jetclub)
- [pages/formtest.ejs](#) - prototype of dynamic forms engine
- [pages/maintenance.ejs](#) - prototype of mx CRUD/data viz for MC
- [pages/missioncategoryeditor.ejs](#) - prototype of CRUD for editing mission categories in MC
- [pages/mobile.ejs](#) - prototype of passenger-facing mobile app
- [pages/monthlyrepoppercentagechart.ejs](#) - prototype of data visualization for repositioning flights.
- [pages/mroschedule.ejs](#) - a proof of concept for creating an interactive schedule in the flyexclusive MRO with conflict resolution.
- [pages/mx.ejs](#) - prototype of data visualization tools for mx in MC
- [pages/omnichannel.ejs](#) - prototype of omnichannel customer support system in MC
- [pages/partnereditor.ejs](#) - prototype of partner editor for MC
- [pages/pilotdateconfig.ejs](#) - prototype of important pilot dates visualization/crud
- [pages/piloteditor.ejs](#) - prototype of pilot editor for MC
- [pages/prototypetemplate.ejs](#) - a template to be used in the construction of new prototypes
- [pages/rangemap.ejs](#) - a graphical representation of flight ranges for the HondaJet without refueling
- [pages/releasedvauntflights.ejs](#) - prototype of display of "won" vaunt flights
- [pages/scheduler.ejs](#) - prototype of gantt-style flight scheduler for MC, including boldiq integration
- [pages/schedulevalidation.ejs](#) - prototype schedule validator for MC
- [pages/servicemap.ejs](#) - prototype of service area map for HondaJet
- [pages/tripeditor.ejs](#) - prototype of MC trip Creator / editor
- [pages/trips.ejs](#) - prototype of MC trips CRUD subsystem
- [pages/vaunt1.ejs](#) - prototype of app to release MC flights to vaunt
- [pages/vauntinfo.ejs](#) - prototype of dashboard showing vaunt subscriptions
- [pages/vauntwaitlists.ejs](#) - prototype of vaunt waitlist manager

- 5) *The “VAUNT” trademarks, including:
- a) the standard character word mark “VAUNT,” U.S. Reg. No. 97,423741, together with all common law rights, applications, renewals, extensions, and registrations thereof, whether pending or issued, in the United States and throughout the world;

- b) any stylized, logo, or design versions of the “VAUNT” mark;
 - c) any United States or foreign trademark registrations and pending applications for “VAUNT” (together with all renewals, extensions, and continuations thereof);
 - d) all common law rights and unregistered rights in the “VAUNT” mark arising from its use in commerce; and
 - e) the goodwill of the business symbolized by and associated with the “VAUNT” mark and the Vaunt service.
 - f) For clarity, no rights in or to the names “VOLATO,” “Fly Vaunt, LLC,” or any other marks or trade names of Volato, Inc. or Fly Vaunt, LLC are included.
- 6) *The “V” design mark trademark, including
- a) the common law rights in the United States and throughout the world;
 - b) any stylized, logo, or design versions of the “V” design mark;
 - c) any United States or foreign trademark registrations and pending applications for the “V” design mark (together with all renewals, extensions, and continuations thereof);
 - d) all common law rights and unregistered rights in the “V” design mark arising from its use in commerce; and
 - e) the goodwill of the business symbolized by and associated with the “V” design mark and the Vaunt service. For clarity, no rights in or to the names “VOLATO,” “Fly Vaunt, LLC,” or any other marks or trade names of Volato, Inc. or Fly Vaunt, LLC are included.
- 7) *All goodwill of the business symbolized by and associated with the “VAUNT” word mark the “V” design mark, including without limitation:
- a) the reputation, customer recognition, and brand value associated with the Trademark;
 - b) all rights to use the Trademark in connection with the goods and services for which it has been used;
 - c) all rights to sue for and recover damages or obtain other relief for past, present, and future infringement, dilution, misappropriation, or other violation of the Trademark; and
 - d) all other intangible rights and interests necessary to ensure that the Buyer receives the full benefit of the goodwill and business connected with the Trademark.
- 8) ***Any Apple App or Google App that utilize any of the source code or derivate works thereof covered by the copyright registrations listed in this Schedule 1.1(d), but not Apple App Store Connect or Apple Developer accounts, or any other accounts which by their terms cannot be transferred to a third party.
- 9) **The patent application identified as U.S. Patent Application No. 18/982,210, titled “Systems and Methods for Performing Airborne Crypto Mining”, filed Dec 16, 2024, together with (i) any patents issuing therefrom, (ii) all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, reexaminations, and renewals thereof, (iii) all foreign counterparts and priority rights associated therewith under the Paris Convention or other applicable treaties, and (iv) all rights to claim priority to any of the foregoing. For clarity, this Schedule includes all inventions and discoveries disclosed in such application to the extent owned by Seller parties, along with the goodwill of the business connected with and symbolized by the use of such inventions.
- 10) **The provisional patent application identified as U.S. Patent Application No. 63/611,133, titled “Systems and Methods for Performing Airborne Crypto Mining”, together with (i) any patents issuing therefrom, (ii) all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, reexaminations, and renewals thereof, (iii) all foreign counterparts and priority rights associated therewith under the Paris Convention or other applicable treaties, and (iv) all rights to claim priority to any of the foregoing. For clarity, this Schedule includes all inventions and discoveries disclosed in such
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application to the extent owned by Seller parties, along with the goodwill of the business connected with and symbolized by the use of such inventions.

- 11) ****All right, title, and interest in and to that certain draft U.S. utility patent application relating to Aircraft Schedule Optimization (the "Draft Application"), including without limitation: (a) the text, claims, drawings, and any other written or electronic materials prepared for inclusion in the Draft Application; (b) all inventions, discoveries, improvements, designs, methods, processes, and works of authorship disclosed therein, whether or not patentable; (c) all rights to file, prosecute, and maintain patent applications in any jurisdiction based on or claiming priority to the Draft Application; (d) all rights to claim priority from any earlier-filed application(s) to the extent applicable; (e) all rights to any patents that may issue from the Draft Application or any continuation, continuation-in-part, divisional, reexamination, reissue, renewal, or extension thereof; and (f) all causes of action, choses in action, and rights to sue for past, present, or future infringement, misappropriation, or violation relating to the foregoing.**
- 12) ****To the extent not otherwise covered herein, all right, title, and interest of Volato, Inc. in and to those certain works of authorship that relate solely to aircraft schedule optimization as they exist on the Closing date, including source code, software documentation, and other technical documents.**

*Fly Vaunt, LLC IP

- 1) *Any Fly Vaunt, LLC rights to any derivative works of any Volato, Inc. works listed in this Schedule 1.1(d).
- 2) *Vaunt apps. Apple App and Google App for the Vaunt service, but not Apple App Store Connect or Apple Developer accounts, or any other accounts which by their terms cannot be transferred to a third party.
- 3) *Vaunt hosted website assets.
 - a) Subject to the exclusions below, all of Seller parties' right, title and interest in and to the publicly accessible Vaunt website (the "Hosted Site") accessible at Closing at www.flyvaunt.com and all publicly facing pages and content thereon that promote the Vaunt service, including: (a) page templates, style sheets, HTML/CSS/JavaScript and site architecture developed by or for Seller and used to render the Hosted Site, (b) CMS configuration, page hierarchies, menus, navigation, and SEO metadata, (c) marketing copy, product descriptions, feature pages, FAQs, help articles, blog posts and other Service Marketing Content solely to the extent such content describes the Vaunt service and is intended for prospective or current users, (d) images, videos, graphics, icons, and downloadable collateral used on the Hosted Site that relate to the Vaunt service (collectively, "Website Materials"), and (e) all copyrights in the Website Materials to the extent owned by Seller and assignable. For clarity, this transfer does not include any domain name registrations (which are addressed separately), back-office systems, or non-public repositories.
 - b) Notwithstanding anything to the contrary, the following are expressly excluded from the assignment and will not transfer (collectively, "Excluded Website Content"): (i) any press releases, investor relations materials, or other communications authored by or on behalf of Seller parties concerning corporate performance, financial results, fundraising, forecasts, corporate governance, strategy, or personnel; (ii) any business records or corporate documents of Seller parties (e.g., HR materials or internal metrics, whether or not such items were uploaded or linked on the Hosted Site); (iii) any content that displays or incorporates the trademarks, trade names, or logos of Volato Group, Inc, Volato, Inc. or Fly Vaunt, LLC other than the "VAUNT" marks solely as set forth herein; (iv) historical website analytics data prior to Closing, email archives, and CMS back-end

- comments or drafts; and (v) any third-party materials that are not assignable under applicable license terms. Seller parties retains all right, title and interest in and to the Excluded Website Content.
- c) Prior to Closing, Seller parties will use commercially reasonable efforts to remove or replace Excluded Website Content from the Hosted Site (including, without limitation, press releases and investor-oriented pages) such that, as of Closing, only Website Materials transfer. If any Excluded Website Content is inadvertently present on the Hosted Site at or after Closing, Buyer (A) will have no right, license, or authorization to use, publish, distribute, or rely upon such content, (B) will promptly remove it upon written notice from Seller parties (or upon Buyer's discovery), and (C) will treat it as Seller parties' Confidential Information.
 - d) Transfer of Website Materials that include third-party stock media, fonts, plug-ins, or open-source components is limited to the extent such items are freely transferable under their applicable licenses. Items not transferable are excluded; Seller parties will identify any such items in a reasonable pre-Closing disclosure or remove such materials prior to Closing.
- 4) *Any Fly Vaunt, LLC rights to any works listed in Schedule 1.1(a) as transferred to Buyer (e.g., Vaunt marketing collateral) to the extent not covered in this Schedule 1.1(d).
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SCHEDULE 1.1(e)
PERMITS, LICENSES AND AUTHORIZATIONS

**Volato, Inc.: None
*Fly Vaunt, LLC: None

SCHEDULE 1.1(f)
PREPAID EXPENSES, CUSTOMER DEPOSITS, DEFERRED REVENUE AND ADVANCE
PAYMENTS

**Volato, Inc.: None

*Fly Vaunt, LLC:

- 1) All deferred revenue in connection with Fly Vaunt, LLC customer contracts assigned pursuant to Schedule 1.1(b).

SCHEDULE 1.3
EXCLUDED ASSETS

- 1) ***Other Software and Intellectual Property. Except as expressly set forth on Schedule 1.1(d), no software, technology, or intellectual property rights of Seller parties are being sold, assigned, licensed or transferred pursuant to the Agreement. Without limiting the foregoing, all software, source code, object code, documentation, databases, trade secrets, know-how, inventions, works of authorship, derivative works, enhancements, improvements, tools, processes, and other intellectual property of Seller parties, whether registered or unregistered, tangible or intangible, that are not specifically identified on Schedule 1.1(d), together with all rights therein, shall remain the sole property of Seller parties. The foregoing reservation expressly includes, but is not limited to, software, know-how, data, trade secrets and any other proprietary rights related to document intelligence and management.
 - 2) ***General Know How. Seller parties are not transferring, and nothing in this Agreement shall be construed as transferring, any general knowledge, skills, know-how, techniques, methods, processes, or experience possessed by Seller parties or its personnel, even if such know-how relates to or was used in connection with the development, operation, or maintenance of the Purchased Assets. Nothing in this Agreement shall restrict Seller parties or any of its personnel from independently developing, acquiring, marketing, or exploiting any software, technology, intellectual property, or other assets, whether or not applicable to the aviation industry, provided that Seller parties do not misappropriate or infringe upon the specific intellectual property rights contemplated to be expressly assigned to Buyer hereunder.
 - 3) ***No other trademarks, whether registered or unregistered, or any related goodwill or rights shall be transferred hereunder, whether or not related to aviation. Excluded marks include but are not limited to Volato, the dragonfly design mark, Aerago, and Parslee.
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SCHEDULE 2.3
PURCHASE PRICE ALLOCATION

An amount equal to the fair market value of the Purchased Assets will be allocated to each of the Purchased Assets up to the Purchase Price.



Rose, Snyder & Jacobs LLP
ACCOUNTANTS & ADVISORS

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the inclusion in this Registration Statement of Volato Group, Inc. on Form S-4 (No. 333-292132), Forms S-3 (Nos. 333-290219 and 333-291014), Form S-8 (No. 333-290081), and Form S-1 (No. 333-287015) of our report dated March 31, 2025, with respect to our audits of the consolidated financial statements of Volato, Group, Inc. as of December 31, 2024, and for the year ended December 31, 2024, which appears in the December 31, 2025 annual report on Form 10-K of Volato Group, Inc. We also consent to the reference to us under the caption "Experts" in this Registration Statement.

We were dismissed as auditors on April 2, 2025, and, accordingly, we have not performed any audit or review procedures with respect to any financial statements for periods after the date of our dismissal.

Rose, Snyder & Jacobs LLP

Rose, Snyder & Jacobs LLP

Encino, California

March 12, 2026

CERTIFICATION

I, Matt Liotta, certify that:

1. I have reviewed this Annual Report on Form 10-K of Volato Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's Board of Directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Matt Liotta

Matt Liotta
Chief Executive Officer

March 12, 2026

CERTIFICATION

I, Mark Heinen, certify that:

1. I have reviewed this Annual Report on Form 10-K of Volato Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's Board of Directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Mark Heinen

Mark Heinen
Chief Financial Officer

March 12, 2026

**CERTIFICATION PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)**

In connection with the Annual Report of Volato Group, Inc., a Georgia corporation (the "Company"), on Form 10-K for the twelve months ended December 31, 2025, as filed with the Securities and Exchange Commission (the "Report"), Matt Liotta, Chief Executive Officer of the Company, does hereby certify, pursuant to § 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. § 1350), that to his knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Matt Liotta

Matt Liotta
Chief Executive Officer

March 12, 2026

**CERTIFICATION PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)**

In connection with the Annual Report of Volato Group, Inc., a Georgia corporation (the "Company"), on Form 10-K for the twelve months ended December 31, 2025, as filed with the Securities and Exchange Commission (the "Report"), Mark Heinen, Chief Financial Officer of the Company, does hereby certify, pursuant to § 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. § 1350), that to his knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Mark Heinen

Mark Heinen
Chief Financial Officer

March 12, 2026