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As filed with the Securities and Exchange Commission on November 25, 2026.

Registration No. 333-

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

FORM S-3
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

SOAR AI, Inc.
(Exact name of registrant as specified in its charter.)

Delaware	**86-2707040**
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)

8050 Freedom Ave NW
North Canton, OH 44720
844-448-2868
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Christopher Ensey
Chief Executive Officer
8050 Freedom Ave NW
North Canton, OH 44720
844-448-2868
(Name, address, including zip code and telephone number, including area code, of agent for service)

Copies to:
Kate L. Bechen
Hallie D. Heath
Dykema Gossett PLLC
111 E. Kilbourn Ave., Suite 1050
Milwaukee, WI 53202
(414) 488-7300

Approximate date of commencement of proposed sale to the public: From time to time after this Registration Statement becomes effective.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box: ☐

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box: ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. ☐

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. ☐

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	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
		Emerging growth company	☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

The Registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the registration statement shall become effective on such date as the Commission, acting pursuant to said section 8(a), may determine.

The information in this preliminary prospectus is not complete and may be changed. The selling stockholder named in this preliminary prospectus may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities, and the selling stockholder named in this preliminary prospectus is not soliciting an offer to buy these securities, in any state where the offer or sale is not permitted.

PRELIMINARY PROSPECTUS SUBJECT TO COMPLETION DATED NOVEMBER 25, 2026

SOAR AI, Inc.

75,000,000 Shares of Common Stock

This prospectus relates to the resale from time to time of up to 75,000,000 shares of Class A common stock, par value $0.0001 per share ("Common Stock"), of SOAR AI, Inc., formerly known as Volato Group, Inc. ("we", "us", "our" or the "Company"), by the selling stockholder identified herein (collectively, with any of such selling stockholder's transferees, pledgees, assignees, distributees, donees or successors-in-interest, the "Selling Stockholder") consisting of 75,000,000 shares of Common Stock (the "Conversion Shares") issuable upon the conversion of a senior unsecured convertible promissory note issued to the Selling Stockholder on September 11, 2026 in an aggregate original principal amount of $7,500,000 (the "Fifth Tranche Note") issued pursuant to the terms of that certain Securities Purchase Agreement, dated as of December 4, 2024, that we entered into with the Selling Stockholder (as amended, modified or waived prior to the date hereof, the "SPA"). In addition to the Fifth Tranche Note, we previously issued to the Selling Stockholder (i) a 10% original issue discount senior unsecured convertible promissory note on December 4, 2024 in an aggregate original principal amount of $4,500,000 (the "First Tranche Note"), (ii) a 10% original issue discount senior unsecured convertible promissory note on June 13, 2025 in an aggregate original principal amount of $1,500,000 (the "Second Tranche Note"), (iii) a 10% original issue discount senior unsecured convertible promissory note on July 21, 2025 in an aggregate original principal amount of $3,000,000 (the "Third Tranche Note"), and (iv) a 10% original issue discount senior unsecured convertible promissory note on October 16, 2025 in an aggregate original principal amount of $2,220,000 (the "Fourth Tranche Note" and together with the First Tranche Note, the Second Tranche Note, the Third Tranche Note, and the Fifth Tranche Note, the "Notes"). Only the shares of Common Stock issuable upon the conversion of the Fifth Tranche Note are being included in this prospectus. Although the SPA also provides for the issuance of additional senior unsecured convertible promissory notes in an aggregate original principal amount of $17,280,000 (together with the Notes, the "SPA Notes"), the Company does not intend to issue any additional SPA Notes and no shares of Common Stock issuable upon the conversion of any additional SPA Notes are being included in this prospectus. All securities acquired by the Selling Stockholder pursuant to the terms of the SPA were, and will be, acquired in private transactions exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"). For additional information regarding the SPA, the SPA Notes and the Conversion Shares, see "*Prospectus Summary – The Selling Stockholder Transactions*".

Our registration of the resale of the shares of Common Stock covered by this prospectus does not mean that the Selling Stockholder will offer or sell any of the Conversion Shares. We will not receive any proceeds from the resale of the Conversion Shares by the Selling Stockholder in this offering. However, we received (i) $4,050,000 in aggregate gross proceeds in connection with the issuance and sale of the First Tranche Note, (ii) $1,350,000 in aggregate gross proceeds in connection with the issuance and sale of the Second Tranche Note, (iii) $2,700,000 in aggregate gross proceeds in connection with the issuance and sale of the Third Tranche Note, and (iv) $1,998,000 in aggregate gross proceeds in connection with the issuance and sale of the Fourth Tranche Note (in each case, after giving effect to the 10% original issue discount for such Notes). We did not receive any proceeds in connection with the issuance and sale of the Fifth Tranche Note. We used, and intend to use, the net proceeds from the sale of the Notes for general corporate and working capital purposes. Our management has broad discretion in the application of such proceeds. All selling and other expenses incurred by the Selling Stockholder will be paid by the Selling Stockholder, except for certain legal fees and expenses, which will be paid by us. The Selling Stockholder may sell, transfer or otherwise dispose of any or all of the Conversion Shares offered by this prospectus from time to time on the NYSE American LLC ("NYSE American") or any other stock exchange, market, or trading facility on which the shares of Common Stock are traded, or in private transactions. The Conversion Shares may be offered and sold or otherwise disposed of by the Selling Stockholder at fixed prices, market prices prevailing at the time of sale, prices related to prevailing market prices, or privately negotiated prices. Refer to the section entitled "Plan of Distribution" for more information regarding how the Selling Stockholder may offer, sell, or dispose of its Conversion Shares. We will bear all fees and expenses incident to our obligation to register the Conversion Shares.

Our Common Stock is traded on the NYSE American under the symbol "SOAR". On November 24, 2026, the last reported sale price of our Common Stock on the NYSE American was $0.198 per share.

We may amend or supplement this prospectus from time to time by filing amendments or supplements as required. You should read the entire prospectus and any amendments or supplements carefully before you make your investment decision.

We are an “emerging growth company” as defined under U.S. federal securities laws and, as such, have elected to comply with reduced public company reporting requirements. This prospectus complies with the requirements that apply to an issuer that is an emerging growth company.

Investing in our Common Stock involves risks. Before buying any shares of Common Stock, you should carefully review the risks and uncertainties described under the heading “*Risk Factors*” beginning on page 6 of this prospectus and in the documents incorporated by reference into this prospectus, including our Annual Report on Form 10-K for the year ending December 31, 2025.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2026

TABLE OF CONTENTS

	Page
ABOUT THIS PROSPECTUS	ii
PROSPECTUS SUMMARY	1
THE OFFERING	5
RISK FACTORS	6
CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS	9
USE OF PROCEEDS	10
SELLING STOCKHOLDER	11
PLAN OF DISTRIBUTION	12
LEGAL MATTERS	13
EXPERTS	13
INFORMATION INCORPORATED BY REFERENCE	14
WHERE YOU CAN FIND MORE INFORMATION	14

ABOUT THIS PROSPECTUS

This prospectus is part of a Registration Statement on Form S-3 that we filed with the Securities and Exchange Commission (the "SEC") pursuant to which the Selling Stockholder may, from time to time, offer and sell or otherwise dispose of the shares of our Common Stock covered by this prospectus. We may also file a prospectus supplement or post-effective amendment to the registration statement of which this prospectus forms a part. The prospectus supplement or post-effective amendment may add, update or change information contained in this prospectus. If there is any inconsistency between the information in this prospectus and the applicable prospectus supplement or post-effective amendment, you should rely on the prospectus supplement or post-effective amendment, as applicable. The registration statement we filed with the SEC, of which this prospectus forms a part, includes exhibits that provide more detail of the matters discussed in this prospectus. You should read this prospectus, any post-effective amendment, and any applicable prospectus supplement and the related exhibits filed with the SEC before making your investment decision. The registration statement and the exhibits can be obtained from the SEC, as indicated under the section entitled "*Where You Can Find More Information*."

You should rely only on the information contained in this prospectus. Neither we nor the Selling Stockholder have authorized anyone to provide you with any information or to make any representations other than those contained in this prospectus, any post-effective amendment, or any applicable prospectus supplement prepared by or on behalf of us or to which we have referred you. We and the Selling Stockholder take no responsibility for and can provide no assurance as to the reliability of any other information that others may give you. If anyone provides you with different or inconsistent information, you should not rely on it. You should assume that the information appearing in this prospectus, any post-effective amendment and any applicable prospectus supplement to this prospectus is accurate only as of the date on its respective cover. Our business, financial condition, results of operations and prospects may have changed since those dates. Neither we nor the Selling Stockholder are making an offer to sell our Common Stock in any jurisdiction where the offer or sale thereof is not permitted. You should not assume that the information appearing in this prospectus any post-effective amendment and any applicable prospectus supplement to this prospectus is accurate as of any date other than their respective dates. Our business, financial condition, results of operations and prospects may have changed since those dates. You should carefully read the entirety of this prospectus before making an investment decision.

We further note that the representations, warranties and covenants made by us in any agreement that is filed as an exhibit to the registration statement of which this prospectus forms a part were made solely for the benefit of the parties to such agreement, including, in some cases, for the purpose of allocating risk among the parties to such agreements, and should not be deemed to be a representation, warranty or covenant to you. Moreover, such representations, warranties or covenants were accurate only as of the date when made. Accordingly, such representations, warranties and covenants should not be relied on as accurately representing the current state of our affairs.

This prospectus contains references to trademarks, trade names and service marks belonging to other entities. Solely for convenience, trademarks, trade names and service marks referred to in this prospectus may appear without the ® or TM symbols, but such references are not intended to indicate, in any way, that the applicable licensor will not assert, to the fullest extent under applicable law, its rights to these trademarks and trade names. We do not intend our use or display of other companies' trade names, trademarks or service marks to imply a relationship with, or endorsement or sponsorship of us by, any other companies.

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus or incorporated by reference herein. This summary does not contain all of the information you should consider before investing in our shares of Common Stock. Before deciding to invest in our shares of Common Stock, you should read this entire prospectus carefully, including the section of this prospectus entitled "Risk Factors" beginning on page 6 and under similar headings in the other documents that are incorporated by reference into this prospectus. As used in this prospectus, unless the context requires otherwise, the terms "Company," "SOAR AI," "we," "our" and "us" refer to SOAR AI, Inc. and its consolidated subsidiaries.

Company Overview

We initially operated under the name Aerago, Inc., which was formed on January 7, 2021, in the State of Georgia. On August 31, 2021, Aerago, Inc. filed an amendment to its Articles of Incorporation to change its name to Volato, Inc. On December 1, 2023, we consummated a business combination transaction (the "Business Combination") pursuant to a business combination agreement (the "Business Combination Agreement"), dated August 1, 2023 between the Company, PACI Merger Sub, Inc., a Delaware corporation and a direct, wholly-owned subsidiary of the Company, and Volato, Inc. Pursuant to the terms of the Business Combination Agreement, PACI Merger Sub, Inc. merged with and into Volato, Inc., with Volato, Inc. surviving the merger as a wholly-owned subsidiary of the Company. In connection with the consummation of the Business Combination, the Company changed its name from "PROOF Acquisition Corp I" to "Volato Group, Inc."

On August 25, 2026, we entered into an Agreement and Plan of Merger (as subsequently amended, the "Merger Agreement") with Volato Alignment Merger Sub, LLC (now known as Sovereign AI Chillicothe, LLC), a Delaware limited liability company and wholly-owned subsidiary of the Company ("Merger Sub"), and Alignment Engine Inc., a Delaware corporation ("Aligned"), pursuant to which Aligned would merge with and into Merger Sub, with Merger Sub surviving the merger as a wholly-owned subsidiary of the Company (together with all other transactions contemplated by the Merger Agreement, the "Merger"). On September 11, 2026, the parties closed the Merger. The Merger is accounted for as a business combination pursuant to the provisions of the Financial Accounting Standards Board Accounting Standards Codification ("ASC") Topic 805, Business Combinations and the Company was determined to be the accounting acquirer.

SOAR AI is an aviation, AI infrastructure and software company. Through its recently acquired subsidiary, the Company is developing a powered industrial campus in Ohio into a next-generation AI compute facility, combining data center infrastructure, high-density GPU compute, high-performance networking and proprietary technology to support energy-efficient AI training, inference and HPC workloads. Through its other subsidiaries, SOAR AI is advancing the aviation industry with innovative solutions in aviation software and on-demand flight access. Historically, we generated revenue through our aircraft ownership program. This program was a focused commercial strategy including deposit products, charter flights, and aircraft management services. Our aviation experience led to the development of our proprietary software, products, and applications – "Mission Control", "Vaunt", and "Parslee". Mission Control drives efficiency across operations and supports operators in managing fractional ownership, charter, and other services, Vaunt is an experiential private aviation platform that connects travelers to private, empty leg flights, and Parslee is a document intelligence platform that enhances the performance of leading large language models ("LLMs") by adding deterministic structure and auditability to complex documents such as contracts and SEC filings. 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.

In September 2024, we announced an agreement with flyExclusive, Inc. ("flyExclusive") to transition the management of our aircraft ownership program fleet operations to flyExclusive. This move was intended to bring substantial cost savings and allow us to focus on its potential high-growth areas, including aircraft sales and proprietary software products. 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 Selling Stockholder Transactions

On December 4, 2024, we entered into the SPA and certain related transaction documents described below with the Selling Stockholder. In accordance with the SPA, the Company agreed to issue the SPA Notes in an aggregate original principal amount of up to $36,000,000, which SPA Notes would be convertible into shares of Common Stock. On December 4, 2024, we issued the First Tranche Note to the Selling Stockholder in an aggregate principal amount of $4,500,000 at the initial closing (the "Initial Closing") for a purchase price of $4,050,000, representing an original issue discount of ten percent (10%), and which matures on December 4, 2025. Following the Initial Closing, an aggregate principal amount of $31,500,000 of SPA Notes was available to be issued under the SPA. On June 13, 2025, the Company issued the Second Tranche Note, on July 21, 2025 the Company issued the Third Tranche Note, on October 16, 2025 the Company issued the Fourth Tranche Note, and on September 11, 2026 the Company issued the Fifth Tranche

Note, in each case pursuant to the SPA and following the satisfaction or waiver of certain conditions. The Fifth Tranche Note was issued to the Selling Stockholder under the SPA as consideration for the Selling Stockholder's waiver of certain rights under the SPA and Fifth Tranche Note, as described further below, and matures on September 11, 2027. As of the date of this prospectus, an aggregate principal amount of $17,280,000 of SPA Notes is available to be issued under the SPA. However, the Company does not intend to issue any additional SPA Notes.

In connection with the closing of the fifth tranche, the Company and the Selling Stockholder entered in a Waiver Agreement on September 11, 2026 (the "Waiver Agreement"), with respect to the waiver of certain rights under the SPA and the Fifth Tranche Note, as further described below and in the Waiver Agreement. Among other things, the Selling Stockholder waived (i) any right to require the Company to consummate additional closings pursuant to the SPA, (ii) any right to interest under the Fifth Tranche Note, (iii) any right to receive cash payments of the principal amount under the Fifth Tranche Note, (iv) any right to require the redemption of the Fifth Tranche Note as a result of any event of default, (v) any right to any Payment Premium (as defined in the Fifth Tranche Note), and (vi) certain restrictions that would otherwise be placed on the Company under the SPA and Fifth Tranche Note, including, but not limited to, restrictions on subsequent securities offerings, variable rate transactions, redemptions, and dividends.

The number of shares of Common Stock issuable upon conversion of the Fifth Tranche Note will be determined by dividing (x) the portion of the principal or other amounts outstanding under such Fifth Tranche Note to be converted by (y) the Conversion Price. The Conversion Price of the Fifth Tranche Note is $0.10 per share. Under the terms of the Waiver Agreement, and in the event the Company consummates a bona fide debt and/or equity financing with net proceeds of at least $100 million to the Company (a "Permitted Offering") at a price less than $0.20 per share, the Conversion Price may be reduced to the lower of (i) $0.10 (as adjusted for stock splits, stock dividends, stock combinations, recapitalizations and similar events) and (ii) 70% of the consideration price per share in the Permitted Offering (such adjustment, the "Adjustment Condition").

Aggregate sales pursuant to the SPA have resulted, and will result, in significant dilution to existing stockholders. As of November 23, 2026, an aggregate of 17,234,892 shares of Common Stock have been issued to the Selling Stockholder upon full conversions of the First Tranche Note, the Second Tranche Note, the Third Tranche Note, and the Fourth Tranche Note. The maximum number of shares of Common Stock issuable upon conversion of the Fifth Tranche Note is 75,000,000 shares, using the current Conversion Price, which is subject to adjustments under the terms of the Waiver Agreement as further described above. However, the Selling Stockholder will not have the right to convert any portion of the Fifth Tranche Note to the extent that, after giving effect to such conversion, the Selling Stockholder (together with certain of its affiliates and other related parties) would beneficially own in excess of 4.99% of the shares of Common Stock outstanding immediately after giving effect to such conversion (the "Beneficial Ownership Limitation") and such maximum number of shares may increase or decrease due to, including but not limited to, changes in the amount of principal or other amounts outstanding under the Fifth Tranche Note or a reduction of the Conversion Price as described above. Furthermore, in no case will the Company issue shares of Common Stock in excess of the then-authorized number of shares of Common Stock that the Company is authorized to issue pursuant to its Second Amended and Restated Certificate of Incorporation. In this regard, the SPA only requires that the Company have authorized and reserved a sufficient number of shares of Common Stock that would be issuable upon the conversion of any SPA Notes then outstanding. Under the terms of the SPA and the Waiver Agreement, the Company is only required to have 75,000,000 shares of common stock reserved for issuance upon conversion of the Fifth Tranche Note.

The Selling Stockholder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation, provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the shares of Common Stock outstanding immediately after giving effect to such conversion. Any increase in the Beneficial Ownership Limitation will not be effective until the sixty-first (61st) day after such notice is delivered to the Company. The Selling Stockholder may waive any beneficial ownership limitation, only as to itself, upon at least sixty-one (61) days prior notice.

Under the terms of the Waiver Agreement, until the date immediately following the 30th trading day after the earlier of (x) the first date on which the registration statement of which this prospectus forms a part is declared effective by the SEC or (y) the first date on which all the Conversion Shares are eligible to be resold by the Selling Stockholder pursuant to Rule 144 promulgated under the Securities Act, the Company is prohibited from effecting (directly or indirectly) or announcing, any issuance, offer, sale, grant of any option or right to purchase, or other disposal of any equity security or any equity-linked or related security, any stock or securities directly or indirectly convertible into or exercisable or exchangeable for shares of Common Stock, preferred stock or repurchase rights with a consideration price per share less than $0.20, except that this pricing restriction does not apply (i) in respect of any Excluded Securities (as defined in the SPA) or, (ii) in the event the Company consummates a Permitted Offering, if the Company satisfies the Adjustment Condition on or prior to the time of consummation of the Permitted Offering.

Pursuant to the terms of the SPA, the Company was required to hold a meeting of stockholders of the Company (the "Stockholder Meeting") seeking approval of the issuance of all of the shares of Common Stock that may be issuable pursuant to the SPA Notes in compliance with the rules and regulations of the NYSE American (the "Stockholder Approval"). The Company provided each stockholder entitled to vote at a meeting of stockholders of the Company a proxy statement, in each case, in a form reasonably acceptable to the Selling Stockholder and its counsel, at the expense of the Company, with the Company obligated to reimburse the expenses of Selling Stockholder's counsel incurred in connection therewith. On April 15, 2025, the Company convened its Stockholder Meeting. A total of 502,595 shares of Common Stock, representing approximately 26.44% of the shares outstanding and entitled to vote, were represented in person or by valid proxies at the Stockholder Meeting. As a result, the Company did not achieve a quorum and no business was conducted at the Stockholder Meeting. On May 6, 2025, the Company reconvened the Stockholder Meeting and a total of 623,364 shares of Common Stock, representing approximately 32.79% of the shares outstanding and entitled to vote, were represented in person or by valid proxies at the Stockholder Meeting. As a result, the Company did not achieve a quorum and no business was conducted at the reconvened Stockholder Meeting. Finally, on May 7, 2025, the Company again reconvened the Stockholder Meeting and a total of 635,902 shares of Common Stock, representing approximately 33.45% of the shares outstanding and entitled to vote, were represented in person or by valid proxies at the Stockholder Meeting. As a result, the Company achieved a quorum and obtained the Stockholder Approval.

The SPA also limited the total cumulative number of shares of Common Stock that may be issued to the Selling Stockholder under the SPA Notes (inclusive of the First Tranche Note and Second Tranche Note), the SPA, and any other transaction documents to 19.99% of the number of shares of Company Common Stock issued and outstanding (the "Exchange Cap") pursuant to the requirements of Section 713 of the NYSE American Company Guide or other applicable rules of the principal market on which the Company's securities are listed, except that such limitation no longer applies following the Company's receipt of Stockholder Approval. The Exchange Cap was calculated based on the number of shares of Company Common Stock issued and outstanding as of the date of the SPA. Prior to the Company's receipt of Stockholder Approval of the issuance of shares of Common Stock issuable in excess of the Exchange Cap, the Selling Stockholder could not convert any SPA Note into shares of Common Stock to the extent that as a result of such conversion, the number of shares of Common Stock to be issued would exceed 19.99% of the total number of shares of Common Stock outstanding. The Company filed a definitive proxy statement with the SEC to seek the Stockholder Approval at a special meeting of stockholders, and on May 7, 2025, the Company held the Stockholder Meeting and obtained the Stockholder Approval.

In connection with the Initial Closing, the parties entered into a registration rights agreement (the "Registration Rights Agreement"), pursuant to which the Company agreed to file an initial registration statement and to use its best efforts to have the registration statement declared effective by the SEC as soon as practicable. Pursuant to the Registration Rights Agreement, we filed a Registration Statement on Form S-1 (File No. 333-287015), which was originally filed with the SEC on May 7, 2025 (as amended, the "First Registration Statement"), that registered the offer and resale by the Selling Stockholder of 4,067,553 shares of Common Stock, issuable to the Selling Stockholder pursuant to conversions under the First Tranche Note and the Second Tranche Note. The First Registration Statement was declared effective by the SEC on May 14, 2025.

Since the number of shares of Common Stock available under the First Registration Statement did not cover the shares of Common Stock issuable to the Selling Stockholder pursuant to conversions under the Third Tranche Note or the Fourth Tranche Note, we were required to file an additional registration statement. Accordingly, on October 22, 2025, we filed a Registration Statement on Form S-1 (File No. 333-291014) with the SEC to register an additional 17,205,459 shares of Common Stock for offer and resale by the Selling Stockholder (the "Second Registration Statement"). The Second Registration Statement became effective on November 12, 2025.

Since the number of shares of Common Stock available under the First Registration Statement and Second Registration Statement does not cover the shares of Common Stock issuable to the Selling Stockholder pursuant to conversions under the Fifth Tranche Note, we were required to file at least one additional registration statement. Accordingly, on November 25, 2026, we filed the registration statement of which this prospectus forms a part with the SEC to register an additional 75,000,000 shares of Common Stock for offer and resale by the Selling Stockholder.

The SPA, Waiver Agreement, Notes, and Registration Rights Agreement contain customary representations, warranties, agreements and conditions to completing future sale transactions, indemnification rights and obligations of the parties. Among other things, the Selling Stockholder represented to the Company that it is an "accredited investor" (as such term is defined in Rule 501(a) of Regulation D under the Securities Act). The Company offered and issued the Notes and offered and will issue any additional SPA Notes, and the shares of Common Stock issuable pursuant to the Notes and additional SPA Notes, in reliance upon the exemptions from registration contained in Section 4(a)(2) of the Securities Act and Regulation D promulgated thereunder.

NYSE American Compliance

Our Common Stock is currently listed on the NYSE American under the symbol "SOAR". On March 17, 2026, we received a notice from NYSE American advising us that we are not in compliance with the NYSE American continued listing standards set forth in (i) Section 1003(a)(i) of the NYSE American Company Guide (the "Company Guide") requiring a company to have stockholders' equity of at least $2.0 million if it has reported losses from continuing operations and/or net losses in two of its three most recent fiscal years and (ii) Section 1003(a)(ii) of the Company Guide requiring a company to have stockholders' equity of at least $4.0 million if it has reported losses from continuing operations and/or net losses in three of its four most recent fiscal years (collectively, the "Minimum Stockholders' Equity Requirements"). On April 16, 2026, we submitted a plan (the "Compliance Plan") to NYSE American outlining certain actions that we have taken and will take to regain compliance with the Minimum Stockholders' Equity Requirements by December 17, 2026.

On June 3, 2026, NYSE American notified us that it reviewed and accepted the Compliance Plan and granted us through December 17, 2026 to regain compliance with the Minimum Stockholders' Equity Requirements (the "Compliance Period"). During the Compliance Period, we are subject to periodic review by NYSE American to determine if we are making progress consistent with the Compliance Plan. There is no immediate impact on the listing of our Common Stock on NYSE American. Our Common Stock will continue to be listed and traded on NYSE American under the ticker "SOAR" during the Compliance Period, subject to our compliance with the other continued listing standards of NYSE American. If we do not regain compliance with the Minimum Stockholders' Equity Requirements by December 17, 2026, or if we do not make sufficient progress consistent with our Compliance Plan during the Compliance Period, then NYSE American may initiate delisting proceedings to delist our Common Stock.

We are committed to regaining compliance with the Minimum Stockholders' Equity Requirements. Although management believes we will be able to achieve compliance with the Minimum Stockholders' Equity Requirements, there can be no assurance we will be able to regain compliance with such requirements or maintain compliance with any other listing requirements within the time frame required by NYSE American or at all. If NYSE American determines that we fail to meet the continued listing standards of NYSE American, our Common Stock may be delisted from NYSE American.

Corporate Information

Our business mailing address is 8050 Freedom Ave NW, North Canton, OH 44720 and our telephone number is 844-448-2868. We also maintain a website at *soarai.com*. The information contained in or accessible from our website is not incorporated into this prospectus, and you should not consider it part of this prospectus. We have included our website address in this prospectus solely as an inactive textual reference. You should not rely on any such information in making the decision of whether to purchase our securities.

THE OFFERING

Terms of the offering	The Selling Stockholder and any of its pledgees, assignees and successors-in-interest will determine when and how it sells the Conversion Shares offered in this prospectus and may, from time to time, sell any or all of its shares covered hereby on the NYSE American or any other stock exchange, market or trading facility on which the shares are traded or in privately negotiated transactions. These sales may be at fixed or negotiated prices. See "*Plan of Distribution*."
Common Stock offered by Selling Stockholder	Up to 75,000,000 shares of Common Stock.
Common Stock outstanding prior to this offering	57,430,018 shares of Common Stock (as of November 23, 2026).
Common Stock to be outstanding after this offering	132,430,018 shares of Common Stock, assuming the sale of all of the Conversion Shares.
Use of proceeds	The Selling Stockholder will receive all of the proceeds from the sale of the Conversion Shares offered for sale by it under this prospectus. We will not receive any proceeds from the sale of the Conversion Shares offered by the Selling Stockholder. We did not receive any proceeds from issuance and sale of the Fifth Tranche Note. For more information, see "*Use of Proceeds*."
Risk factors	Investing in our securities involves a high degree of risk. You should read the "*Risk Factors*" section of this prospectus for a discussion of factors to consider carefully before deciding to invest in shares of our Common Stock.
Market for the Common Stock	Our Common Stock is traded on the NYSE American under the symbol "SOAR".

The number of shares of our Common Stock to be outstanding upon completion of this offering is based on 57,430,018 shares of our Common Stock outstanding as of November 23, 2026 and excludes:

- 16,509 shares of Common Stock issuable upon exercise of options outstanding;
- 52,957 shares of Common Stock available for future issuance under the Company's 2021 Stock Incentive Plan;
- 23,005 shares of Common Stock available for future issuance under the Company's 2023 Stock Incentive Plan;
- 39,060 shares of Common Stock available for future issuance under the Company's 2025 Stock Incentive Plan;
- 552,000 shares of Common Stock issuable upon the exercise of public warrants; and
- 609,195 shares of Common Stock issuable upon the exercise of private placement warrants.

RISK FACTORS

Investing in our Common Stock involves a high degree of risk. Please see the risk factors under the heading "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2025, on file with the SEC, and those risk factors identified in reports subsequently filed with the SEC, including our Quarterly Reports on Form 10-Q, which are incorporated by reference into this prospectus. In addition to the information, documents or reports included or incorporated by reference in this prospectus and, if applicable, any prospectus supplement or other offering materials, you should carefully consider the risks described below in addition to the other information contained in this prospectus, before making an investment decision. Our business, financial condition or results of operations could be harmed by any of these risks. As a result, you could lose some or all of your investment in our Common Stock. The risks and uncertainties described below are not the only ones we face. Additional risks not currently known to us or other factors not perceived by us to present significant risks to our business at this time also may impair our business operations. Certain statements in this section, or which are incorporated by reference in this section, are forward-looking statements. You should read the explanation of the qualifications and limitations on such forward-looking statements discussed under "Cautionary Note Regarding Forward-Looking Statements" in this prospectus. For additional information, see "Where You Can Find More Information."

Risks Related to This Offering

The Selling Stockholder may choose to sell the Conversion Shares at prices below the current market price of our Common Stock.

The Selling Stockholder is not restricted as to the prices at which it may sell or otherwise dispose of the Conversion Shares covered by this prospectus. Sales or other dispositions of the Conversion Shares below the then-current market price of the Common Stock could adversely affect the market price of our Common Stock.

Investors who buy shares at different times may pay different prices.

Investors who purchase shares in this offering at different times may pay different prices, and so may experience different levels of dilution and different outcomes in their investment results. The Selling Stockholder may sell such shares at different times and at different prices. Investors may experience a decline in the value of the shares they purchase from the Selling Stockholder in this offering as a result of sales made by us in future transactions to the Selling Stockholder at prices lower than the prices they paid.

Resales of our shares of Common Stock in the public market by our stockholders as a result of this offering may cause the market price of our Common Stock to fall.

Sales of substantial amounts of our Common Stock in the public market, or the perception that such sales might occur, could adversely affect the market price of our Common Stock. The issuance of new shares of Common Stock could result in resales of our Common Stock by our current stockholders concerned about the potential ownership dilution of their holdings. Furthermore, in the future, we may issue additional shares of Common Stock or other equity or debt securities exercisable or convertible into Common Stock. Any such issuance could result in substantial dilution to our existing stockholders and could cause our stock price to decline.

Stockholders may experience dilution of their ownership interest due to the issuance of additional shares of Common Stock upon the conversion of the Fifth Tranche Note, especially since the Fifth Tranche Note has a fixed conversion rate set at a discount to current market prices of our shares of Common Stock.

As of November 23, 2026, the Company had 57,430,018 shares of Common Stock issued and outstanding. We are registering for resale by the Selling Stockholder up to 75,000,000 shares of Common Stock issuable upon conversion of the Fifth Tranche Note. Additionally, as of November 23, 2026, an aggregate of 17,234,892 shares of Common Stock have been issued to the Selling Stockholder upon full conversions of the First Tranche Note, the Second Tranche Note, the Third Tranche Note, and the Fourth Tranche Note. Accordingly, our existing stockholders have experienced and may experience substantial dilution as a result of the issuance of shares of Common Stock to the Selling Stockholder pursuant to the terms of the SPA Notes. However, the number of shares of our Common Stock ultimately offered for resale by the Selling Stockholder under this prospectus is dependent upon the number of shares of Common Stock ultimately issued to the Selling Stockholder pursuant to the terms of the Fifth Tranche Note.

The Conversion Shares will be freely tradable without restriction or further registration under the Securities Act. As a result, a substantial number of shares of our Common Stock may be sold in the public market following this offering. If there are significantly more shares of our Common Stock offered for sale than buyers are willing to purchase, then the market price of our Common Stock may decline to a market price at which buyers are willing to purchase the offered Common Stock and sellers remain willing to sell our Common Stock. The issuance of the Conversion Shares or any future sales of a substantial number of shares of our Common Stock in the public market, or the perception that such sales may occur, could also adversely affect the price of our Common Stock. We cannot

predict the effect, if any, that market sales of those shares of Common Stock or the availability of those shares for sale will have on the market price of our Common Stock.

We have broad discretion as to the proceeds that we received from the sale of the Notes under the SPA, and we may not use the proceeds effectively.

We will not receive any of the proceeds from the sale of the Conversion Shares by the Selling Stockholder pursuant to this prospectus. We received (i) $4,050,000 in aggregate gross proceeds in connection with the issuance and sale of the First Tranche Note, (ii) $1,350,000 in aggregate gross proceeds in connection with the issuance and sale of the Second Tranche Note, (iii) $2,700,000 in aggregate gross proceeds in connection with the issuance and sale of the Third Tranche Note, and (iv) $1,998,000 in aggregate gross proceeds in connection with the issuance and sale of the Fourth Tranche Note (in each case, after giving effect to the 10% original issue discount for such Notes). We did not receive any proceeds in connection with the issuance and sale of the Fifth Tranche Note. We used, and intend to use, the net proceeds from the sale of the Notes for general corporate and working capital purposes. Our management has broad discretion in the application of such proceeds, including for any of the purposes described in the section entitled "Use of Proceeds," and we could spend the proceeds in ways our stockholders may not agree with or that do not yield a favorable return, if at all. You will not have the opportunity, as part of your investment decision, to assess whether such proceeds are being used in a manner agreeable to you. You will be relying on the judgment of our management concerning these uses and you will not have the opportunity, as part of your investment decision, to assess whether the proceeds are being used appropriately. The failure of our management to apply these funds effectively could result in unfavorable returns and uncertainty about our prospects, each of which could cause the price of our Common Stock to decline.

The SPA, as modified by the Waiver Agreement, contains certain restrictive covenants that may make it difficult to obtain additional financing in sufficient amounts or on acceptable terms.

The SPA contains, among others, provisions that impose limitations on our ability to participate in certain transactions, which may make it difficult to obtain additional financing in sufficient amounts or on acceptable terms**.** If we require additional funding while the restrictive covenants remain in effect, we may be unable to complete a financing transaction while remaining in compliance with the terms of the SPA and Waiver Agreement, or we may be forced to seek an additional waiver from the Selling Stockholders. Any inability to obtain additional financing, if needed, could adversely affect our ability to finance our operations or capital needs.

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

On March 17, 2026, we received a notice from NYSE American advising us that we are not in compliance with the Minimum Stockholders' Equity Requirements (as described in the section titled "*Prospectus Summary – The Selling Stockholder Transactions*"). On April 16, 2026, we submitted our Compliance Plan to NYSE American and on June 3, 2026, NYSE American notified us that it reviewed and accepted the Compliance Plan. During the Compliance Period, we are subject to periodic review by NYSE American to determine if we are making progress consistent with the Compliance Plan. There is no immediate impact on the listing of our Common Stock on NYSE American. Our Common Stock will continue to be listed and traded on NYSE American under the ticker "SOAR" during the Compliance Period, subject to our compliance with the other continued listing standards of NYSE American. If we do not regain compliance with the Minimum Stockholders' Equity Requirements by December 17, 2026, or if we do not make sufficient progress consistent with our Compliance Plan during the Compliance Period, then NYSE American may initiate delisting proceedings to delist our Common Stock.

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 may 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 our Common Stock would qualify to be quoted on an over-the-counter market), we could face significant material adverse consequences, including:

- 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;
- determination that our Common Stock is a "penny stock," which would 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;
- 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 security 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 securities.

Neither we nor the Selling Stockholder have authorized any other party to provide you with information concerning us or this offering.

You should carefully evaluate all of the information in this prospectus and the registration statement of which this prospectus forms a part. We may receive media coverage regarding our Company, including coverage that is not directly attributable to statements made by our officers, that incorrectly reports on statements made by our officers or employees, or that is misleading as a result of omitting information provided by us, our officers or employees. Neither we nor the Selling Stockholder have authorized any other party to provide you with information concerning us or this offering of Conversion Shares, and such recipients should not rely on this information.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus includes forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). We have based these forward-looking statements on our current expectations and projections about future events. All statements contained in this prospectus other than statements of historical fact, including statements regarding our future results of operations, financial position, market size and opportunity, our business strategy and plans, the factors affecting our performance and our objectives for future operations, are forward-looking statements. The words "believe," "may," "will," "estimate," "continue," "anticipate," "intend," "could," "would," "expect," "objective," "plan," "potential," "seek," "grow," "target," "if," the negative of such terms, or other similar expressions are intended to identify forward-looking statements. However, the absence of these words does not mean that a statement is not forward-looking. We have based these forward-looking statements largely on our current expectations and projections about future events and trends that we believe may affect our financial condition, results of operations, business strategy, short-term and long-term business operations and objectives and financial needs. These forward-looking statements are subject to a number of risks, uncertainties and assumptions, including those described in the section of this prospectus titled "*Risk Factors*." Forward-looking statements contained in this prospectus include, but are not limited to, statements about:

- our ability to successfully implement our growth strategies;
- our ability to expand existing products and service offerings or launch new products and service offerings;
- our ability to achieve or maintain profitability in the future;
- our ability to regain compliance with all continued listing requirements of the NYSE American and maintain the listing of our Common Stock on the NYSE American;
- geopolitical events and general economic conditions;
- our ability to grow complementary products and service offerings;
- our ability to adequately integrate past and future acquisitions into our business;
- our ability to operate in a competitive market;
- our ability to retain or attract key employees or other highly qualified personnel;
- our ability to obtain or maintain adequate insurance coverage;
- our ability to build and maintain strong brand identity for our products and services and expand our customer base;
- our ability to respond to a failure in our technology to operate our business;
- our ability to obtain financing or access capital markets in the future;
- our ability to respond to regional downturns or severe weather or catastrophic occurrences or other disruptions or events;
- our ability to respond to existing or new adverse regulations or interpretations thereof;
- our ability to successfully defend litigation or investigations;
- the impact of changes in U.S. tax laws;
- our public securities' potential liquidity and trading; and
- other factors detailed under the section titled "*Risk Factors*."

We caution you that the foregoing list may not contain all of the forward-looking statements made in this prospectus. You should not rely upon forward-looking statements as predictions of future events. The events and circumstances reflected in the forward-looking statements may not be achieved or occur. Although we believe that the expectations reflected in the forward-looking statements are

reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Except as required by law, we do not intend to update any of these forward-looking statements after the date of this prospectus or to conform these statements to actual results or revised expectations.

We operate in a very competitive and rapidly changing environment. New risks emerge from time to time. It is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. In light of these risks, uncertainties and assumptions, the future events and trends discussed in this prospectus may not occur and actual results could differ materially and adversely from those anticipated or implied in the forward-looking statements.

You should read this prospectus, the documents that we reference or incorporate by reference in this prospectus, and the documents that we have filed with the SEC as exhibits to the registration statement of which this prospectus is a part with the understanding that our actual future results, levels of activity, performance and events and circumstances may be materially different from what we expect.

USE OF PROCEEDS

The Selling Stockholder will receive all of the proceeds of the sale of shares of Common Stock offered from time to time pursuant to this prospectus. Accordingly, we will not receive any proceeds from the sale of shares of Common Stock that may be sold from time to time pursuant to this prospectus.

However, we received (i) $4,050,000 in aggregate gross proceeds in connection with the issuance and sale of the First Tranche Note, (ii) $1,350,000 in aggregate gross proceeds in connection with the issuance and sale of the Second Tranche Note, (iii) $2,700,000 in aggregate gross proceeds in connection with the issuance and sale of the Third Tranche Note, and (iv) $1,998,000 in aggregate gross proceeds in connection with the issuance and sale of the Fourth Tranche Note (in each case, after giving effect to the 10% original issue discount for such Notes). We did not receive any proceeds in connection with the issuance and sale of the Fifth Tranche Note. We used, and intend to use, the net proceeds from the sale of the Notes for general corporate and working capital purposes. Our management has broad discretion in the application of such proceeds.

The Selling Stockholder will pay all incremental selling expenses relating to the sale of the Conversion Shares, including underwriters' or agents' commissions and discounts, brokerage fees, underwriter marketing costs and all reasonable fees and expenses of any legal counsel representing the Selling Stockholder. We will bear all other costs, fees and expenses incurred in effecting the registration of the Conversion Shares covered by this prospectus, including, without limitation, all registration and filing fees, printing and delivery fees, NYSE American listing fees and fees and expenses of our counsel and our accountants.

SELLING STOCKHOLDER

The Selling Stockholder listed in the table below may from time to time offer and sell any or all of the Conversion Shares set forth below pursuant to this prospectus. When we refer to the Selling Stockholder in this prospectus, we refer to the entity listed in the table below, and the pledgees, donees, transferees, assignees, successors and other permitted transferees that hold any of the Selling Stockholder's interest in the Conversion Shares after the date of this prospectus.

The following table sets forth certain information provided by or on behalf of the Selling Stockholder concerning the Conversion Shares that may be offered from time to time by the Selling Stockholder pursuant to this prospectus. The Selling Stockholder identified below may have sold, transferred or otherwise disposed of all or a portion of their Conversion Shares after the date on which it provided us with information regarding such securities. Moreover, the Conversion Shares identified below include only the Conversion Shares being registered for resale. Any changed or new information given to us by the Selling Stockholder, including regarding the identity of, and the Company's securities held by, the Selling Stockholder, will be set forth in a prospectus supplement or amendments to the registration statement of which this prospectus is a part, if and when necessary. The Selling Stockholder may sell all, some or none of the Conversion Shares in this offering. See "*Plan of Distribution*."

Other than as described below or elsewhere in this prospectus, the Selling Stockholder does not have, and has not had, any material relationship with us or any of our predecessors or affiliates within the past three years.

The number of shares of Common Stock beneficially owned by the Selling Stockholder is determined under rules promulgated by the SEC. Beneficial ownership prior to this offering assumes that all shares issuable upon conversion of the Fifth Tranche Note are issued by the Company to the Selling Stockholder, subject to the Beneficial Ownership Limitation, but the number of shares of Common Stock and percentage set forth in the final two columns below assume that all Conversion Shares being offered by the Selling Stockholder are sold and does not give effect to any limitations on conversions of the Fifth Tranche Note, including without limitation, conversions that would result in the Selling Stockholder holding a number of shares of Common Stock in excess of the applicable Beneficial Ownership Limitation.

Name and Address of Selling Stockholder	Number of Shares of Common Stock Beneficially Owned Prior to the Offering [1]	Percentage Beneficially Owned Prior to the Offering [2]	Maximum Number Of Conversion Shares to be Sold Pursuant to this Prospectus [3]	Number of Shares of Common Stock Beneficially Owned After the Offering [4]	Percentage Beneficially Owned After the Offering [2]
JAK Opportunities IX, LLC [5]	3,016,269	4.99%	75,000,000	—	—

(1) This column lists the number of shares of our Common Stock beneficially owned by the Selling Stockholder as of November 23, 2026, after giving effect to the Beneficial Ownership Limitation. Without regard to the Beneficial Ownership Limitation, as of November 23, 2026, assuming the full conversion of the Fifth Tranche Note held by the Selling Stockholder, the Selling Stockholder would beneficially own an aggregate of 75,000,000 shares of our Common Stock.

(2) Applicable percentage ownership is based on 57,430,018 shares of our Common Stock outstanding as of November 23, 2026, and based on 128,783,044 shares of our Common Stock outstanding after the offering.

(3) Represents 75,000,000 shares issuable upon conversion of the $7,500,000 original principal amount of the Fifth Tranche Note issued to the Selling Stockholder on September 11, 2026, converted in full at the conversion price of $0.10.

(4) Assumes the sale of all securities being offered pursuant to this prospectus and that no other shares of Common Stock are acquired by the Selling Stockholder after giving effect to the Beneficial Ownership Limitation. However, the Selling Stockholder is not obligated to sell all or any portion of the shares of our Common Stock offered pursuant to this prospectus.

(5) The securities are directly held by JAK Opportunities IX, LLC, which is wholly owned by ATW Master Fund V LP (the "Fund"), and may be deemed to be beneficially owned by: (i) ATW Partners Opportunities Management LLC, which serves as the investment manager of the Fund; and (ii) Antonio Ruiz-Gimenez and Kerry Propper, who serve as the managing members of the investment manager (the Selling Stockholder and Fund, together with (i) and (ii), the "Reporting Persons"). While the Reporting Persons may be deemed to have shared voting and dispositive power with respect to the securities beneficially owned by the Selling Stockholder, each of the Reporting Persons disclaim beneficial ownership of the Company's securities reported herein. The address of JAK Opportunities IX, LLC is c/o ATW Partners Opportunities Management, LLC, 1 Pennsylvania Plaza, Suite 4810, New York, NY 10119.

PLAN OF DISTRIBUTION

The Selling Stockholder, which as used in this prospectus includes donees, pledgees, transferees or other successors-in-interest selling Conversion Shares or interests in Conversion Shares received after the date of this prospectus from the Selling Stockholder as a gift, pledge, partnership distribution or other transfer, may, from time to time, sell, transfer or otherwise dispose of any or all of the Conversion Shares covered hereby on any stock exchange, market or trading facility on which the Conversion Shares are traded or in private transactions. These dispositions may be at fixed prices, at prevailing market prices at the time of sale, at prices related to the prevailing market price, at varying prices determined at the time of sale, or at negotiated prices. The Selling Stockholder may use any one or more of the following methods when selling the Conversion Shares, unless it is contractually bound not to:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the securities as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- settlement of short sales;
- in transactions through broker-dealers that agree with the Selling Stockholder to sell a specified number of such securities at a stipulated price per security;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- a combination of any such methods of sale; or
- any other method permitted pursuant to applicable law.

The Selling Stockholder may also sell the Conversion Shares under Rule 144 or any other exemption from registration under the Securities Act, if available, rather than under this prospectus.

Broker-dealers engaged by the Selling Stockholder may arrange for other brokers-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the Selling Stockholder (or, if any broker-dealer acts as agent for the purchaser of the Conversion Shares, from the purchaser) in amounts to be negotiated, but, except as set forth in a supplement to this prospectus, in the case of an agency transaction not in excess of a customary brokerage commission in compliance with FINRA Rule 2121; and in the case of a principal transaction a markup or markdown in compliance with FINRA Rule 2121.

In connection with the sale of the Conversion Shares or interests therein, the Selling Stockholder may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the Conversion Shares in the course of hedging the positions they assume. The Selling Stockholder may also sell Conversion Shares short and deliver these Conversion Shares to close out their short positions, or loan or pledge the Conversion Shares to broker-dealers that in turn may sell these Conversion Shares. The Selling Stockholder may also enter into option or other transactions with broker-dealers or other financial institutions or create one or more derivative securities which require the delivery to such broker-dealer or other financial institution of Conversion Shares offered by this prospectus, which Conversion Shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The Selling Stockholder and any broker-dealers or agents that are involved in selling the Conversion Shares may be deemed to be “underwriters” within the meaning of the Securities Act in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the Conversion Shares purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. The Selling Stockholder has informed the Company that it does not have any written or oral agreement or understanding, directly or indirectly, with any person to distribute the Conversion Shares.

The Company is required to pay certain fees and expenses incurred by the Company incident to the registration of the Conversion Shares. The Company has agreed to indemnify the Selling Stockholder against certain losses, claims, damages and liabilities, including liabilities under the Securities Act.

We have agreed to keep this prospectus effective until the earlier of (i) the date on which all of the Conversion Shares have been sold and (ii) the date on which all of the Conversion Shares have been sold or may be sold pursuant to Rule 144 promulgated under the Securities Act. The Conversion Shares will be sold only through registered or licensed brokers or dealers if required under applicable state securities laws. In addition, in certain states, the Conversion Shares covered hereby may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

Under applicable rules and regulations under the Exchange Act, any person engaged in the distribution of the Conversion Shares may not simultaneously engage in market making activities with respect to the Common Stock for the applicable restricted period, as defined in Regulation M, prior to the commencement of the distribution. In addition, the Selling Stockholder will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including Regulation M, which may limit the timing of purchases and sales of the Common Stock by the Selling Stockholder or any other person.

LEGAL MATTERS

Certain legal matters in connection with this offering will be passed upon for us by Dykema Gossett PLLC.

EXPERTS

The Company’s consolidated financial statements as of December 31, 2024 incorporated by reference into this prospectus have been audited by Rose, Snyder & Jacobs LLP, an independent registered public accounting firm, as set forth in their report thereon (which contains an explanatory paragraph relating to substantial doubt about our ability to continue as a going concern as described in Note 2 to the financial statements). Such financial statements are included in reliance on their report given on their authority as experts in accounting and auditing.

The Company’s consolidated financial statements as of December 31, 2025 incorporated by reference into this prospectus have been audited by Elliott Davis, PLLC, an independent registered public accounting firm, as set forth in their report thereon (which contains an explanatory paragraph relating to substantial doubt about our ability to continue as a going concern as described in Note 2 to the financial statements). Such financial statements are included in reliance on their report given on their authority as experts in accounting and auditing.

The consolidated financial statements of Alignment Engine Inc. (now known as Sovereign AI Chillicothe, LLC) as of September 30, 2025 and September 30, 2024 incorporated by reference into this prospectus have been audited by Salberg & Company, P.A., an independent registered public accounting firm, as set forth in their report thereon (which contains an explanatory paragraph relating to substantial doubt about the company’s ability to continue as a going concern as described in Note 2 to the financial statements). Such financial statements are included in reliance on their report given on their authority as experts in accounting and auditing.

INFORMATION INCORPORATED BY REFERENCE

The SEC allows us to incorporate by reference the information and reports we file with it, which means that we can disclose important information to you by referring you to these documents. Our SEC file number is 001-41104. The information incorporated by reference is an important part of this prospectus, and information that we file later with the SEC will automatically update and supersede the information already incorporated by reference. We are incorporating by reference the documents listed below, which we have already filed with the SEC, and any future filings we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, except as to any portion of any future report or document that is not deemed filed under such provisions, (i) on or after the date of the initial filing of the registration statement of which this prospectus is a part and prior to effectiveness of the registration statement and (ii) on or after the date of this prospectus but before the completion or termination of this offering:

- Annual Report on Form 10-K for the fiscal year ended December 31, 2025, filed with the SEC on March 12, 2026, as amended by Amendment No. 1 on Form 10-K/A filed with the SEC on April 30, 2026;
- Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2026, filed with the SEC on May 15, 2026;
- Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2026, filed with the SEC on August 14, 2026;
- Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2026, filed with the SEC on November 23, 2026;
- Our Current Reports on Form 8-K filed with the SEC on January 20, 2026, March 23, 2026, March 25, 2026, March 30, 2026, April 17, 2026, April 22, 2026, April 28, 2026, May 11, 2026, June 4, 2026, June 5, 2026; June 8, 2026, June 18, 2026, June 29, 2026, July 2, 2026, July 6, 2026, July 23, 2026, August 28, 2026, September 4, 2026, September 11, 2026 (as amended on November 23, 2026), September 21, 2026, September 28, 2026, October 9, 2026, October 21, 2026, and November 23, 2026 (in each case, excluding any information furnished pursuant to Items 2.02 and 7.01 of Form 8-K); and
- The description of our capital stock set forth in Exhibit 4.1 to our Annual Report on Form 10-K for the fiscal year ended December 31, 2025, filed with the SEC on March 12, 2026.

Upon written or oral request, we will provide, without charge to each person, including any beneficial owner, to whom a copy of this prospectus is delivered, a copy of the documents incorporated by reference into this prospectus. You may request a copy of these filings, and any exhibits we have specifically incorporated by reference as an exhibit in this prospectus, at no cost, by writing or telephoning us at the following address:

SOAR AI, Inc.
Attn: Corporate Secretary
8050 Freedom Ave NW
North Canton, OH 44720
844-448-2868

This prospectus is part of a registration statement we filed with the SEC. We have incorporated exhibits into such registration statement. You should read the exhibits carefully for provisions that may be important to you.

You should rely only on the information incorporated by reference or provided in this prospectus or any prospectus supplement. We have not authorized anyone to provide you with different information. We are not making an offer of these securities in any state where the offer is not permitted. You should not assume that the information in this prospectus or in the documents incorporated by reference is accurate as of any date other than the date on the front of this prospectus or those documents.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-3, which includes amendments and exhibits, under the Securities Act and the rules and regulations under the Securities Act for the registration of the Conversion Shares being offered by this prospectus. This prospectus, which constitutes a part of the registration statement, does not contain all the information that is in the registration statement and its exhibits and schedules. Statements in this prospectus that summarize documents are not necessarily complete, and in each case you should refer to the copy of the document filed as an exhibit to the registration statement. The registration statement and other public filings can be obtained from the SEC's internet site at *www.sec.gov*.

We are subject to the information reporting requirements of the Exchange Act and we are required to file reports, proxy statements and other information with the SEC. These reports, proxy statements, and other information are available for inspection and copying at the SEC's website referred to above. You may request a copy of this prospectus by contacting us at: SOAR AI, Inc. at 8050 Freedom Ave NW, North Canton, OH 44720. We also maintain a website at *soarai.com*, at which you may access these materials free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. Information contained on or accessible through our website is not a part of this prospectus, and the inclusion of our website address in this prospectus is an inactive textual reference only.

Prospectus

Up to 75,000,000 Shares of Common Stock

, 2026

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution

The following table presents the costs and expenses in connection with the issuance and distribution of the securities to be registered, other than underwriting discounts and commissions, payable by us in connection with the sale of the Common Stock being registered. Except as otherwise noted, we will pay all of these amounts. All amounts are estimates except the SEC registration fee.

		Amount Paid or to Be Paid
SEC registration fee	$	1,109.25
Accounting fees and expenses	$	35,000.00
Legal fees and expenses	$	25,000.00
Printing fees and expenses	$	5,000.00
Total	$	66,109.25

Item 15. Indemnification of Directors and Officers

Section 102(b)(7) of the DGCL allows a corporation to provide in its certificate of incorporation that a director or officer of the corporation will not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, except where the director or officer breached the duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase or redemption in violation of Delaware corporate law or obtained an improper personal benefit, or where the action is by or in the right of the corporation. Our Second Amended and Restated Certificate of Incorporation, as amended, provides for this limitation of liability.

Section 145 of the DGCL, provides, among other things, that a Delaware corporation may indemnify any person who was, is or is threatened to be made, party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful. A Delaware corporation may indemnify any persons who were or are a party to any threatened, pending or completed action or suit by or in the right of the corporation by reason of the fact that such person 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 or enterprise. The indemnity may include expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests, provided further that no indemnification is permitted in respect of any claim as to which the person has been adjudged to be liable to the corporation unless the applicable court determines that the person is, nonetheless, fairly and reasonably entitled to indemnity for such expenses which such court deems proper. Our Third Amended and Restated Bylaws, as amended, provide that we must indemnify and advance expenses to our directors and officers to the full extent authorized by the DGCL.

We have entered into indemnification agreements with each of our directors and named executive officers. Such agreements may require us, among other things, to advance expenses and otherwise indemnify our directors and named executive officers against certain liabilities that may arise by reason of their status or service as directors or executive officers, to the fullest extent permitted by law.

The indemnification rights set forth above shall not be exclusive of any other right which an indemnified person may have or hereafter acquire under any statute, any provision of our Second Amended and Restated Certificate of Incorporation, as amended, and Third Amended and Restated Bylaws, as amended, agreement, vote of stockholders or disinterested directors or otherwise. Notwithstanding the foregoing, we shall not be obligated to indemnify or advance expenses to a director or officer in respect of a proceeding (or part thereof) initiated by such director or officer, unless such proceeding (or part thereof) was authorized by our board of directors.

Section 145 of the DGCL also authorizes a corporation to purchase and maintain insurance 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 or enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would otherwise have the power to indemnify such person under Section 145. We currently maintain and expect to continue to maintain standard policies of insurance that provide coverage (1) to our directors and officers against loss arising from claims made by reason of breach of duty or other wrongful act and (2) to us with respect to indemnification payments that we may make to such directors and officers. Additionally, certain of our non-employee directors may, through their relationships with their respective employers, be insured or indemnified against certain liabilities incurred in their capacity as members of our board of directors.

Section 174 of the DGCL provides, among other things, that a director, who willfully or negligently approves of an unlawful payment of dividends or an unlawful stock purchase or redemption, may be held jointly and severally liable for such actions. A director who was either absent when the unlawful actions were approved or dissented at the time may avoid liability by causing his or her dissent to such actions to be entered in the books containing the minutes of the meetings of our board of directors at the time such action occurred or immediately after such director has notice of the unlawful acts.

These provisions may discourage stockholders from bringing a lawsuit against our directors for breach of their fiduciary duty. These provisions also may have the effect of reducing the likelihood of derivative litigation against our directors and officers, even though such an action, if successful, might otherwise benefit us and our stockholders. Furthermore, a stockholder's investment may be adversely affected to the extent we pay the costs of settlement and damage awards against officers and directors pursuant to these indemnification provisions. Ultimately, we believe that these provisions, the insurance, and the indemnity agreements are necessary to attract and retain talented and experienced officers and directors.

Item 16. Exhibits

Exhibit No.	Description
2.1#	Agreement and Plan of Merger, dated August 25, 2026, between the Company, Merger Sub, and Alignment Engine Inc. (incorporated by reference from Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the SEC on August 28, 2026).
2.2	Amended and Restated Amendment No. 1 to Agreement and Plan of Merger, dated September 10, 2026, between the Company, Merger Sub, and Alignment Engine Inc. (incorporated by reference from Exhibit 2.2 to the Company's Current Report on Form 8-K filed with the SEC on September 11, 2026).
3.1	Second Amended and Restated Certificate of Incorporation of SOAR AI, Inc., as amended through February 19, 2025 (incorporated by reference from Exhibit 3.1 to the Company's Registration Statement on Form S-1 filed with the SEC on May 7, 2025).
3.2	Certificate of Amendment to the Second Amended and Restated Certificate of Incorporation of SOAR AI, Inc. (incorporated by reference from Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the SEC on October 21, 2026).
3.3	Third Amended and Restated Bylaws of Volato Group, Inc., as amended through October 10, 2024 (incorporated by reference from Exhibit 3.2 to the Company's Annual Report on Form 10-K filed with the SEC on March 31, 2025).
3.4	Certificate of Designations of Series A Convertible Preferred Stock (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the SEC on September 11, 2026).
3.5	Certificate of Designations of Series A-1 Convertible Preferred Stock (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K filed with the SEC on September 11, 2026).
3.6	Certificate of Designation, Preferences, and Rights of Series B Preferred Stock (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the SEC on October 9, 2026).
4.1	Form of Fifth Tranche 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 September 11, 2026).
5.1*	Opinion of Dykema Gossett PLLC.
10.1	Securities Purchase Agreement between the Company and JAK Opportunities IX, LLC, dated December 4, 2024 (incorporated by reference from Exhibit 10.12 to the Company's Registration Statement on Form S-1 filed with the SEC on May 7, 2025).
10.2	Registration Rights Agreement between the Company and JAK Opportunities IX, LLC, dated December 4, 2024 (incorporated by reference from Exhibit 10.13 to the Company's Registration Statement on Form S-1 filed with the SEC on May 7, 2025).
10.3	Waiver Agreement, dated September 11, 2026, between the Company and JAK Opportunities IX, LLC (incorporated by reference from Exhibit 10.3 to the Company's Current Report on Form 8-K filed with the SEC on September 11, 2026).
23.1*	Consent of Elliott Davis, PLLC, Former Independent Registered Public Accounting Firm of Volato Group, Inc.
23.2*	Consent of Rose Snyder Jacobs, LLP, Former Independent Registered Public Accounting Firm of Volato Group, Inc.
23.3*	Consent of Salberg & Company, P.A., Independent Registered Public Accounting Firm of Alignment Engine Inc. (now known as Volato Alignment Merger Sub, LLC).
23.3*	Consent of Dykema Gossett PLLC (included as part of Exhibit 5.1).
24.1*	Power of Attorney (included on signature page of this Registration Statement).

107*	Filing Fee Table.

* Filed herewith.

\# Exhibits and/or schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant hereby undertakes to furnish supplementally copies of any of the omitted exhibits and schedules upon request by the SEC; provided, however, that the registrant may request confidential treatment pursuant to Rule 24b-2 under the Exchange Act for any exhibits or schedules so furnished.

Item 17. Undertakings

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, *however*, that paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Securities and Exchange Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement;

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof;

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering;

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date;

(5) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the

securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof;

(6) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of North Canton, State of Ohio, on November 25, 2026.

VOLATO GROUP, INC.

By: */s/ Christopher Ensey*
Christopher Ensey
Chief Executive Officer
(Principal Executive Officer)

POWER OF ATTORNEY

Each person whose signature appears below appoints Christopher Ensey and Mark Heinen, and each of them, any of whom may act without the joinder of the other, as his true and lawful attorneys-in-fact and agents, with full power of substitution and re-substitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any registration statement (including any amendment thereto) for this offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or would do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them of their or his substitute and substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Christopher Ensey Christopher Ensey	Chief Executive Officer and Director *(Principal Executive Officer)*	November 25, 2026
/s/ Mark Heinen Mark Heinen	Chief Financial Officer *(Principal Financial Officer and Principal Accounting Officer)*	November 25, 2026
/s/ Matthew Liotta Matthew Liotta	Director	November 25, 2026
/s/ Christopher Burger Christopher Burger	Director	November 25, 2026
/s/ Nicholas Cooper Nicholas Cooper	Director	November 25, 2026
/s/ Michael Nichols Michael Nichols	Director	November 25, 2026
/s/ David Allen David Allen	Director	November 25, 2026