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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): October 03, 2025



ARKO Corp.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-39828
(Commission File Number)

85-2784337
(IRS Employer
Identification No.)

**8565 Magellan Parkway
Suite 400
Richmond, Virginia**
(Address of Principal Executive Offices)

23227-1150
(Zip Code)

Registrant's Telephone Number, Including Area Code: (804) 730-1568

(Former Name or Former Address, if Changed Since Last Report)

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 par value per share	ARKO	The Nasdaq Stock Market LLC
Warrants, each warrant exercisable for one share of Common Stock at an exercise price of \$11.50	ARKOW	The Nasdaq Stock Market LLC

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

Emerging growth company ☐

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

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Appointment of Interim Chief Financial Officer

On October 3, 2025, the board of directors (the “Board”) of ARKO Corp., a Delaware corporation (the “Company”), appointed Jordan Mann to serve as the Company’s interim Chief Financial Officer (and interim principal financial and accounting officer) effective October 10, 2025. Mr. Mann will succeed the Company’s current Chief Financial Officer, Robert Giammatteo, whose departure the Company previously reported. Mr. Mann will serve as interim Chief Financial Officer until the qualification and appointment of his successor.

Mr. Mann, 45, will serve as interim Chief Financial Officer in addition to his role as the Company’s Senior Vice President of Corporate Strategy, Capital Markets and Investor Relations, a position he has held since May 2023. Mr. Mann previously worked in investment banking at Morgan Stanley as an executive director from September 2021 to March 2023, prior to which he worked in investment banking at Credit Suisse as a Director from August 2015 to September 2021. Mr. Mann graduated with a B.S. in Economics from Duke University and a J.D. from Harvard Law School.

In connection with Mr. Mann’s appointment as interim Chief Financial Officer (and interim principal financial and accounting officer), Mr. Mann entered into an offer letter, dated October 6, 2025 (the “Offer Letter”), pursuant to which Mr. Mann is entitled to, among other things:

- a base salary at an annual rate of \$350,000;
- commencing in 2026, approximately \$250,000 (based on the value on the grant date) of restricted stock units which time-vest in 1/3 increments over three years; and
- approximately \$250,000 (based on the value on the grant date) in target value of performance based stock units which vest after three years based on then-current performance criteria.

All of the foregoing awards will be governed by the terms and conditions of the applicable plan and award agreements. In addition, Mr. Mann is eligible to participate in any employee plans and programs in effect from time to time, as are made available to similarly situated employees.

There are no arrangements or understandings between Mr. Mann and any other persons pursuant to which he was appointed as interim Chief Financial Officer. There are no family relationships between Mr. Mann and the executive officers or directors of the Company, and there are no transactions involving the Company and Mr. Mann that the Company would be required to report pursuant to Item 404(a) of Regulation S-K.

The foregoing description of the Offer Letter is only a summary and is qualified in its entirety by reference to the full text of the Offer Letter, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference in this Item 5.02.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Offer Letter, dated as of October 6, 2025, by and between ARKO Corp. and Jordan Mann
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

ARKO Corp.

Date: October 9, 2025

By: /s/ Arie Kotler

Name: Arie Kotler

Title: President, Chief Executive Officer and Chairman of the Board

Jordan Mann
235 Rever Road
Roslyn Heights, NY 11577

October 6, 2025

Offer Letter

Dear Jordan:

Following our recent discussions, and approval of the Board of ARKO Corp., in addition to your current position as Senior Vice President of Corporate Strategy, Capital Markets & Investor Relations for GPM Investments, LLC and ARKO Corp., we are delighted to offer you the position of Interim CFO for ARKO Corp. and its subsidiaries, including GPM Investments, LLC. As a member of the ARKO/GPM team, we expect you to devote your full business time and best efforts to the performance of your duties and to the furtherance of ARKO's/GPM's interests.

We are confident you will find this new opportunity both challenging and rewarding. The following points outline the terms and conditions of our offer.

You will continue working remotely. The interim CFO position will be added to your duties effective October 10, 2025. In your capacity, you will have such duties and responsibilities as are appropriate for such positions. These are exempt positions. You will continue reporting directly to Arie Kotler, CEO.

In consideration of your expanded role, effective October 10, 2025, your base salary will increase to \$350,000 per year, payable weekly, in accordance with GPM's standard payroll practices and subject to all withholdings and deductions based on your benefits elections and as required by law. A performance and compensation review will be conducted on or about March 2026 and annually thereafter.

In addition to your base salary, commencing in 2026, ARKO Corp. will issue to you (a) approximately \$250,000 (based on the value on the grant date) of Restricted Stock Units which time-vest in 1/3 increments over three years (for the avoidance of doubt, with the first increment vesting in March 2027 and the subsequent increments vesting in March 2028 and March 2029, respectively) and (b) approximately \$250,000 (based on the value on the grant date) in target value of Performance Based Stock Units which would vest after three years based on the then-current performance criteria, which is currently GPM's EBITDA compared to budget (or, in lieu of such awards cash bonus eligibility for a similar target value). All such awards shall be governed by the terms and conditions of the applicable plan and the applicable award agreements.

You will also continue to be eligible to participate in any benefit plans and programs (including GPM's paid time off program) in effect from time to time, as are made available to other similarly situated employees of GPM, in accordance with and subject to the eligibility and other provisions of such plans and programs.

Your base salary and equity package as set in this offer will remain in place even if you will not be appointed as the permanent CFO of ARKO Corp.

This letter agreement supersedes your May 1, 2023 Offer of Employment, however you will continue to be subject to all applicable employment and other policies of GPM, as outlined in GPM's Employment Handbook and elsewhere and your Confidentiality and Proprietary Rights Agreement and your Noncompetition and Nonsolicitation Agreement, both executed on May 2, 2023, shall remain in full force and effect. **Your employment will be at-will, meaning that you or GPM may terminate the employment relationship at any time, with or without cause, on 60 days' notice.**

By accepting this offer, you confirm that you are able to carry out the work that your duties would involve without breaching any legal restrictions on your activities.

If you wish to accept this position, please sign below and return this letter agreement to ak@gpminvestments.com on or before October 7, 2025.

I look forward to hearing from you.

Yours sincerely,

/s/ Arie Kotler
Arie Kotler
CEO

Accepted

/s/ Jordan Mann
Jordan Mann
Date 10/7/25
