

Subject Company:
Critical Metals Corp.
Commission File No. 333-268970

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 25, 2023

SIZZLE ACQUISITION CORP.
(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-41005

(Commission File Number)

85-3418600

(IRS Employer
Identification No.)

**4201 Georgia Avenue, NW
Washington, DC**

(Address of principal executive offices)

20011

(Zip Code)

Registrant's telephone number, including area code: **(202) 846-0300**

Not Applicable

(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
Units, each consisting of one share of common stock and one-half of one redeemable warrant	SZZLU	The Nasdaq Stock Market LLC
Common stock, par value \$0.0001 per share	SZZL	The Nasdaq Stock Market LLC
Redeemable Warrants, each whole warrant exercisable for one share of common stock at an exercise price of \$11.50 per share	SZZLW	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 1.01 Entry into a Material Definitive Agreement.

As previously disclosed by Sizzle Acquisition Corp., a Delaware corporation (“**Sizzle**”) in its Current Report on Form 8-K filed with the Securities and Exchange Commission (the “**SEC**”) on October 25, 2022, Sizzle entered into an Agreement and Plan of Merger (as amended by that certain First Amendment to the Agreement and Plan of Merger dated January 4, 2023, that certain Second Amendment to the Agreement and Plan of Merger dated July 7, 2023 and as may be further amended, modified or supplemented from time to time, the “**Merger Agreement**”) with European Lithium Limited, an Australian Public Company limited by shares (“**EUR**”), European Lithium AT (Investments) Limited, a BVI business company incorporated in the British Virgin Islands and a direct, wholly-owned subsidiary of EUR (the “**Company**”), Critical Metals Corp., a BVI business company incorporated in the British Virgin Islands (“**Pubco**” or “**Critical Metals**”), and Project Wolf Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of Pubco. Pursuant to the Merger Agreement and the transactions contemplated thereby (the “**Proposed Business Combination**”), each of Sizzle and the Company will become wholly-owned subsidiaries of Critical Metals.

On October 25, 2023, Sizzle and Pubco entered into a binding term sheet (the “**Term Sheet**”) with Vellar Opportunities Fund Master, LTD. (the “**Investor**”) with respect to a potential investment (the “**Proposed Investment**”) by the Investor in Sizzle’s common stock, par value \$0.0001 per share (“**Sizzle Common Stock**”) and/or Pubco’s ordinary shares (the “**Pubco Ordinary Shares**”), in the aggregate amount of up to 20 million shares. The primary purpose of the Proposed Investment is to provide cash to Pubco following the closing of the Proposed Business Combination.

Pursuant to the Term Sheet, the Investor may, but is not obligated, to purchase shares (the “**Recycled Shares**”) of Sizzle Common Stock from third parties (other than Sizzle) through a broker in the open market (other than through Sizzle) prior to the closing of the Business Combination. Any purchases of Recycled Shares will be at a price no greater than the redemption price per share (the “**Initial Price**”) determined in accordance with Section 9.2(b) of Sizzle’s certificate of incorporation. In respect of the Recycled Shares, Investor would (i) agree to waive any redemption rights under Sizzle’s certificate of incorporation with respect to any Recycled Shares in connection with the Business Combination and (ii) agree not to vote such Recycled Shares in connection with the Proposed Business Combination. Upon the closing of the Proposed Business Combination, Pubco would pay the Investor directly from the trust account of Sizzle a cash amount equal to (i) the number of any Recycled Shares purchased by the Investor, multiplied by (ii) the Initial Price (the “**Prepayment Amount**”), in accordance with the terms and conditions of the Term Sheet.

According and subject to the Term Sheet, upon the closing of the Proposed Business Combination, Pubco will issue up to 20 million Pubco Ordinary Shares to the Investor, less the amount of any Recycled Shares purchased by the Investor, in exchange for a cash investment by the Investor in Pubco pursuant to the terms of the Term Sheet, which provides for a series of payments, including an initial payment of \$10 million in the aggregate at the closing of the Proposed Business Combination, less the amount funded under the Prepayment Forward Amount (the “**Funding Election Amount**”). Pubco may receive subsequent payments pursuant to receiving an optional early settlement notice from the Investor, or via a cash settlement following the Valuation Period (as defined in the Term Sheet).

A termination fee (the “**Termination Fee**”) equal to (i) all of the Investor’s reasonable costs and expenses relating to the Proposed Investment (not to exceed \$50,000), (ii) \$200,000 in cash and (iii) 200,000 Pubco Ordinary Shares, shall be payable by Pubco to the Investor in the event the Proposed Investment is terminated by Sizzle and the Proposed Business Combination closes. The Termination Fee shall not be payable only in the event that the Business Combination is terminated pursuant to the terms and conditions of the Merger Agreement. Subject to the provisions of the trust account waiver relating to the trust account of Sizzle and payment of the Termination Fee described in the provisions of the Term Sheet relating the Termination Fee, Sizzle and/or Pubco may terminate the Proposed Investment at any time, in their sole discretion, on or prior to the time that the Investor first purchases any Recycled Shares after the deadline for redemptions of shares of Sizzle Common Stock under Sizzle’s certificate of incorporation (the “**Redemption Deadline**”). Sizzle and/or Pubco may not terminate the Proposed Investment after the Investor purchases any Recycled Shares after the Redemption Deadline. The Investor may novate the Term Sheet to third parties at any time after execution of definitive documentation in connection with the Proposed Transaction, as provided in the Term Sheet (and subject to such parties executing the applicable trust account waiver relating to the trust account of Sizzle).

The Term Sheet is binding on the parties. In addition, the Term Sheet contemplates negotiation of, and agreement upon, definitive documentation for the Proposed Investment. There can be no assurance that Sizzle, Pubco and the Investor will enter into definitive documentation with respect to the Proposed Investment, or, if entered into, there is no certainty of the terms that will be contained in such documentation, or that the transactions contemplated by the Term Sheet will be consummated. The foregoing description of the Term Sheet does not purport to be complete and is subject to and qualified in its entirety by reference to the Term Sheet, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Additional Information and Where to Find It

This Current Report on Form 8-K (“**Form 8-K**”) is provided for informational purposes only and contains information with respect to the Proposed Business Combination.

In connection with the Proposed Business Combination, Critical Metals has filed a registration statement on Form F-4 with the SEC, which includes a preliminary proxy statement to Sizzle shareholders and a prospectus for the registration of Pubco securities in connection with the Proposed Business Combination (as amended from time to time, the “**Registration Statement**”). The Registration Statement has not yet been declared effective. After the Registration Statement is declared effective by the SEC, the definitive proxy statement/prospectus and other relevant documents will be mailed to the shareholders of Sizzle as of the record date in the future to be established for voting on the Proposed Business Combination and will contain important information about the Proposed Business Combination and related matters. Stockholders of Sizzle and other interested persons are advised to read these materials (including any amendments or supplements thereto) and any other relevant documents, because they will contain important information about Sizzle, Critical Metals, EUR and the Company and the Proposed Business Combination. Stockholders and other interested persons will also be able to obtain copies of the preliminary proxy statement/prospectus, the definitive proxy statement/prospectus, and other relevant materials in connection with the Proposed Business Combination, without charge, once available, at the SEC’s website at www.sec.gov or by directing a request to: Sizzle Acquisition Corp., 4201 Georgia Avenue, NW, Washington, D.C. 20011, Attn: Steve Salis, Chief Executive Officer. The information contained on, or that may be accessed through, the websites referenced in this Form 8-K in each case is not incorporated by reference into, and is not a part of, this Form 8-K.

Participants in the Solicitation

Sizzle, EUR, Critical Metals and the Company and their respective directors and executive officers may be deemed participants in the solicitation of proxies from Sizzle’s stockholders in connection with the Proposed Business Combination. Sizzle’s stockholders and other interested persons may obtain, without charge, more detailed information regarding the directors and officers of Sizzle in Sizzle’s Annual Report on Form 10-K for the year ended December 31, 2022, as amended, filed with the SEC on March 28, 2023, or its Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2023, filed with the SEC on May 15, 2023, or its Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2023, filed with the SEC on August 11, 2023 as well as information in its definitive proxy statement filed on July 17, 2023. Information regarding the persons who may, under SEC rules, be deemed participants in the solicitation of proxies to Sizzle’s shareholders in connection with the Proposed Business Combination are and will be set forth in the proxy statement/prospectus for the Proposed Business Combination, accompanying the Registration Statement, which Critical Metals has filed with the SEC. Additional information regarding the interests of participants in the solicitation of proxies in connection with the Proposed Business Combination will likewise be included in that Registration Statement. You may obtain free copies of these documents as described above.

No Offer or Solicitation

This Form 8-K is not a proxy statement or solicitation of a proxy, consent or authorization with respect to any securities or in respect of the Proposed Business Combination and shall not constitute an offer to sell or a solicitation of an offer to buy any securities, or a solicitation of any vote or approval, nor shall there be any sale of securities in any state or jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of the Securities Act of 1933, as amended, or an exemption therefrom.

Cautionary Note Regarding Forward-Looking Statements

This Form 8-K contains forward-looking statements within the meaning of the “safe harbor” provisions of the Private Securities Litigation Reform Act of 1995. Sizzle’s, Pubco’s and the Company’s and/or EUR’s actual results may differ from their expectations, estimates and projections and consequently, you should not rely on these forward-looking statements as predictions of future events. Forward-looking statements include statements concerning plans, objectives, goals, strategies, future events or performance, and underlying assumptions and other statements that are other than statements of historical facts. No representations or warranties, express or implied are given in, or in respect of, this Form 8-K. When we use words such as “may,” “will,” “intend,” “should,” “believe,” “expect,” “anticipate,” “project,” “estimate” or similar expressions that do not relate solely to historical matters, it is making forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking.

These forward-looking statements and factors that may cause actual results to differ materially from current expectations include, but are not limited to: the ability of the parties to complete definitive documentation in connection with the Term Sheet or in connection with the transactions contemplated by the Proposed Business Combination in a timely manner or at all; the risk that the transactions contemplated by the Term Sheet and/or Proposed Business Combination or other business combination may not be completed by Sizzle’s business combination deadline and the potential failure to obtain an extension of the business combination deadline; the outcome of any legal proceedings or government or regulatory action on inquiry that may be instituted against Sizzle, Pubco, EUR or the Company or others following the announcement of the Proposed Business Combination and any definitive agreements with respect thereto; the inability to satisfy the conditions to the consummation of the Proposed Business Combination, including the approval of the Proposed Business Combination by the shareholders of Sizzle or EUR; the occurrence of any event, change or other circumstance that could give rise to the termination of the Merger Agreement relating to the Proposed Business Combination; the ability to meet stock exchange listing standards following the consummation of the Proposed Business Combination; the effect of the announcement or pendency of the Proposed Business Combination on EUR and the Company’s business relationships, operating results, current plans and operations of EUR, Pubco and the Company; the ability to recognize the anticipated benefits of the Proposed Business Combination, which may be affected by, among other things, competition, the ability of Pubco to grow and manage growth profitably; the possibility that Sizzle, Pubco, EUR and/or the Company may be adversely affected by other economic, business, and/or competitive factors; estimates by Sizzle, Pubco, EUR or the Company of expenses and profitability; expectations with respect to future operating and financial performance and growth, including the timing of the completion of the Proposed Business Combination; plans, intentions or future operations of Pubco or the Company, including relating to the finalization, completion of any studies, feasibility studies or other assessments or relating to attainment, retention or renewal of any assessments, permits, licenses or other governmental notices or approvals, or the commencement or continuation of any construction or operations of plants or facilities; EUR and Pubco’s ability to execute on their business plans and strategy; and other risks and uncertainties described from time to time in filings with the SEC. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on by any investor as, a guarantee, an assurance, a prediction or a definitive statement of fact or probability.

The foregoing list of factors is not exhaustive. You should carefully consider the foregoing factors and the other risks and uncertainties described in the “Risk Factors” section of the Registration Statement referenced above and other documents filed by Sizzle and Pubco from time to time with the SEC. These filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those contained in the forward-looking statements. Forward-looking statements speak only as of the date they are made. There may be additional risks that neither Sizzle, Pubco nor EUR and the Company presently know, or that Sizzle, Pubco, EUR and/or the Company currently believe are immaterial, that could cause actual results to differ from those contained in the forward-looking statements. For these reasons, among others, investors and other interested persons are cautioned not to place undue reliance upon any forward-looking statements in this Form 8-K. Neither Sizzle, EUR, Pubco nor the Company undertakes any obligation to publicly revise these forward-looking statements to reflect events or circumstances that arise after the date of this Form 8-K, except as required by applicable law.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Term Sheet, dated October 25, 2023, by and among Vellar Opportunities Fund Master, LTD., Sizzle Acquisition Corp. and Critical Metals Corp.
104	Cover Page Interactive Data File (embedded with the Inline XRBL document).

SIGNATURE

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.

SIZZLE ACQUISITION CORP.

By: /s/ Steve Salis

Name: Steve Salis

Title: Chief Executive Officer

Dated: October 27, 2023



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Binding Principal Terms and Conditions (“Term Sheet”)

Up to 20mm Share Equity Forward

I. PARTIES

SPAC: Sizzle Acquisition Corp. (the “**Issuer**”).

Target: Critical Metals Corp. (“**NewCo**” or the “**Target**” or the “**Company**”).

Investor: Vellar Opportunities Fund Master, LTD. (“**Vellar**” or “**Investor**”); Vellar shall have the right to novate such agreement to third parties at any time after execution of definitive documentation in connection with the Transaction (provided that any such third parties shall expressly agree in writing with the Issuer to be subject to the “Trust Account Waiver” provisions below that apply to Vellar as if such third parties were the original “Investor” party hereunder).

Transaction: Equity Forward referencing up to 20 million shares of the Issuer’s Class A common stock (the “**Shares**”) to be entered into via mutually agreeable transaction documents prior to the proposed business combination between Issuer and Target (the “**Business Combination**”).

II. TRANSACTION DESCRIPTION; STRUCTURE

Recycled Shares: Shares of SPAC held by Investor prior to the closing of the Business Combination. Investor agrees to not exercise its redemption rights in connection with the Business Combination in respect of any Recycled Shares. Any purchases of SPAC Shares by Investor or Vellar prior to the deadline of the SPAC’s redemption offer in connection with the Business Combination will be at a price no higher than the Initial Price.

In respect of the Recycled Shares Investor: (a) will waive any redemption rights arising from the Business Combination and (b) will not vote such Shares in connection with the Business Combination.

Additional Shares: Shares of Newco purchased by Investor from Target at the closing of the Business Combination (the “**Closing**”).

Tenor: 24 months from the Closing (the “**Maturity Date**”).

Initial Price: The redemption price per share.

Reset Price: 50% of the closing price on each trading day, subject to reduction upon mutual agreement.

Prepayment Amount: A cash amount equal to (i) the number of Recycled Shares *multiplied* by (ii) the Initial Price.

The Target will pay the Prepayment Amount to the Investor from the proceeds remaining at closing in the SPAC’s trust account, at the earlier of (i) one business day following the Closing, and (ii) the date on which any funds are disbursed from the SPAC’s trust account in connection with the Closing.

Three business days following the payment of the Prepayment Amount by the Target, Investor will pay a cash amount to NewCo equal to the product of (i) \$1.00 and (ii) the number of Recycled Shares (the “**Prepayment Forward Amount**”), less the sum of (x) \$50,000 as reimbursement for legal fees incurred by Investor, and (y) an amount equal to the product of (a) \$0.10 and (b) the number of Recycled Shares.

Number of Shares Adjustment: A number of Shares provided in a notice by Investor with aggregate proceeds equal to the total cash amount of the (i) Prepayment Forward Amount plus the (ii) Funding Election Amount.

Tenor Acceleration: In the event that NewCo’s daily VWAP share price falls below \$6.00 for a period of time to be determined in the definitive documentation for the transaction (a “**Trigger Event**”), then Vellar may elect at such time or at any time thereafter to accelerate the Maturity Date to the business day on which such election is made (such election, an “**Acceleration Election**”).



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- Optional Early Settlement:* At any time at Vellar’s election, Vellar may settle the Transaction in part or in whole by issuing an Optional Early Settlement Notice to Target, specifying the Number of Shares with respect to which the Transaction is to be settled.
- Upon issuance of such a notice, Investor will be obligated to pay to Target a Cash Amount equal to the then in effect Reset Price, multiplied by the number of shares specified in such notice.
- The Number of Shares specified in such a notice will be Terminated Shares for purposes of calculating the Settlement Amount Adjustment (as defined below). If at any point the number of Terminated Shares equals the Number of Shares underlying the Transaction, then the Transaction will be deemed to have been terminated.
- Waiver of Bulldog Clause:* Issuer shall waive its “bulldog clause” and any other restrictions that would be caused by Vellar entering into this Transaction.
- Indemnification:* Company will indemnify Investor and Vellar for its regulatory filings related to the Transaction.
- Form 8-K Disclosure:* Issuer shall preview with Vellar the Form 8-K it intends to file in connection with the Transaction and shall consult with Vellar to ensure that such Form 8-K adequately discloses the material terms and conditions related to the Transaction in form and substance reasonably acceptable to Vellar, including: (a) the amount of shares submitted for redemption, (b) the cash balance in the trust account available to pay redemptions as of the date of the 8-K, (c) the number of Recycled Shares, (d) the purpose of Investor’s purchases of Shares, (e) the impact of Investor’s purchases on the likelihood of shareholder approval for the Business Combination, and (f) the nature of the SPAC shareholders who sold to Investor.
- In addition, the Issuer and the Target shall comply with the disclosure requirements set forth in the SEC’s Tender Offer Rules and Schedules—Questions and Answers of General Applicability—Question 166.01.
- Funding Election:* At the closing of the business combination, NewCo shall issue a number of Additional Shares in the amount of up to 20 million less the amount of Recycled Shares and the Investor will provide to NewCo a cash amount equal to \$10m, less the amount funded under the Prepayment Forward Amount (such amount, the “**Funding Election Amount**”).
- Dilutive Offering Reset:* To the extent the Company issues or sells Shares, or securities convertible into Shares, at a price lower than the Initial Price (other than pursuant to the Company’s publicly announced equity compensation programs and arrangements), the Reset Price will be decreased to the price of such issuance or sale (the “**Dilutive Offering Price**”).
- Registration Rights:* The Investor will have registration rights with respect to any Shares it holds or is issued by Target. Such registration rights will be customary for this type of transaction. Such rights will include an obligation for Target to file a registration statement with respect to Investor’s Shares within 15 business day of Target’s issuance of Additional Shares to Investor, and use reasonable best efforts to cause such registration statement to be made effective within 90 calendar days of Target’s issuance of Additional Shares to Investor.
- Governing Law and Jurisdiction:* New York law applicable to contracts entered into and performed in New York. Jurisdiction shall be in courts located in the Southern District of NY.
- Covenants:* From the execution of this Term Sheet until the final settlement of the Transaction (i) no similar structure in place, including no equity line of credit, equity support or other similar types of agreement (except that the commitments for the equity line of credit with affiliates of Global Emerging Markets may continue upon execution of this Term Sheet as long as such commitments are terminated at the Closing), and (ii) no dividends, or payments of bonus compensation to management of Target.
- Settlement Amount:* 70 trading days following the end of the Valuation Period (the “**Settlement Date**”), Investor shall pay to the Company a cash amount equal to (a) the product of (i) the number of freely saleable Shares underlying the Transaction, excluding any Shares used to calculate the Number of Shares Adjustment, multiplied by (ii) the VWAP determined over a period to be mutually agreed by the Investor and NewCo, following the Maturity Date (such period, the “**Valuation Period**”), less the Settlement Amount Adjustment. The Settlement Amount Adjustment is to be a cash amount equal to (i) the product of 20,000,000 Shares less Terminated Shares and (ii) 2.00.



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Break-Up Fee:

A break-up fee equal to (i) all of Investor's reasonable costs and expenses relating to the Transaction (not to exceed \$50,000), (ii) \$200,000 in cash and (iii) 200,000 Shares of Newco shall be payable by the Combined Company to Investor in the event the Transaction is terminated by the Issuer and the Business Combination closes. If the Transaction is terminated by the Issuer pursuant to this Section, the Break -Up Fee shall not be payable only in the event that the Business Combination is terminated pursuant to the terms and conditions of the agreement governing such Business Combination.

Subject to paying the break-up fee described above, the Issuer and/or Newco may terminate the transaction at any time, in their sole discretion, on or prior to the time that Vellar first purchases any Recycled Shares after the deadline for redemptions of Shares under Issuer's certificate of incorporation (the "**Redemption Deadline**"). Upon such termination, the parties will have no further obligations under this Term Sheet or the Transaction other than, if applicable, the obligation to pay the Break-Up Fee above, and the provisions of the "Trust Account Waiver" below. The Issuer and/or NewCo may not terminate the transaction after Vellar purchases any Recycled Shares after the Redemption Deadline.

Trust Account Waiver:

Investor understands that the Issuer has established a trust account (the "**Trust Account**") containing the proceeds of its initial public offering and the over-allotment securities acquired by its underwriters and from certain private placements occurring simultaneously with such initial public offering (including without limitation interest accrued from time to time thereon) for the benefit of the Issuer's public shareholders (including without limitation over-allotment shares acquired by the Issuer's underwriters, the "**Public Shareholders**"), and that the Issuer may only disburse monies from the Trust Account in the circumstances described in the final prospectus of the Issuer, dated as of November 3, 2021 and filed with the U.S. Securities and Exchange Commission (File Nos. 333-254182 and 333-260752) on November 8, 2021, and the Investment Management Trust Agreement, dated November 3, 2021, as amended, by and between the Issuer and Continental Stock Transfer & Trust Company, as trustee. For and in consideration of the Issuer entering into this Term Sheet, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Investor hereby agrees on behalf of itself and its affiliates that, notwithstanding anything to the contrary in this Term Sheet, neither Investor nor any of its affiliates do now or shall at any time hereafter have any right, title, interest or claim of any kind in or to any monies in the Trust Account or distributions therefrom to Public Shareholders ("**Public Distributions**"), or make any claim against the Trust Account or Public Distributions, with respect to any claims based upon, arising or resulting from, in connection with, or relating in any way to, this Term Sheet or the Transaction, and regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability (collectively, the "**Released Claims**"). Investor on behalf of itself and its affiliates hereby irrevocably waives any Released Claims that Investor or any of its affiliates may have against the Trust Account or Public Distributions now or in the future and will not seek recourse against the Trust Account or Public Distributions for any Released Claims. Investor agrees and acknowledges that such irrevocable waiver is material to this Term Sheet and specifically relied upon by the Issuer and its affiliates to induce the Issuer to enter in this Term Agreement, and Investor further intends and understands such waiver to be valid, binding and enforceable against Investor and each of its affiliates under applicable law. Notwithstanding the foregoing, this Section shall not affect (i) the right of Investor to receive the Prepayment Amount Investor is owed by Issuer pursuant to its acquisition and election not to redeem Recycled Shares pursuant to the Transaction or (ii) any rights of Investor or its affiliates to receive distributions from the Trust Account in their capacities as Public Shareholders upon the redemption of their shares or the liquidation of the Issuer if it does not consummate its initial business combination prior to its deadline to do so. The provisions of this Section shall survive the Closing or any termination of this Term Sheet or the Transaction and last indefinitely.



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This Term Sheet shall be binding upon and inure solely to the benefit of each party and its successors, and nothing herein, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Term Sheet.

Vellar Opportunities Fund Master, LTD.

By: /s/ Solomon Cohen
Name: Solomon Cohen
Title: Director & Portfolio Manager

Sizzle Acquisition Corp.

By: /s/ Steve Salis
Name: Steve Salis
Title: CEO

Critical Metals Corp.

By: /s/ Tony Sage
Name: Tony Sage
Title: Executive Chairman