Risk Factors Comparison 2024-04-08 to 2023-04-17 Form: 10-K

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~~An investment~~ **Our business is subject to a number of risks, which are discussed more fully below and include, but are not limited to, the following: Risks relating to our history, business model, growth and financial condition, including: • We have a history of operating losses, including very significant losses, have not been able to maintain profitability achieved** in **2020 and early 2021, and may not achieve and maintain profitability in the future. • We may be unable to effectively restore** ~~our~~ - **or** ~~securities involves~~ **manage our growth, including being able to fill certain senior management roles with suitable candidates, which could have** a ~~high degree~~ **material adverse effect on our business, financial condition and results** of **operations. • We may be unable to effectively maintain and develop certain relationships with third- party vendors and key commercial partners, which could have a material adverse effect on our ability to attract customers and grow our business. • We depend on our ability to sell loans and MSRs in the secondary market to a limited number of loan purchasers, including GSEs and other secondary market participants for each relevant product. • We have identified three ongoing material weaknesses in internal control over financial reporting and may identify additional material weaknesses in the future or otherwise fail to implement or maintain an effective system of internal control, which may result in material misstatements in our financial statements. • Our compliance and** risk ~~. Investors should consider carefully~~ **management policies, procedures, and techniques may not be sufficient to identify** all of the **financial, legal, regulatory, and other** risks ~~described below~~ **to which we are exposed, and failure to identify and address such risks could result in substantial losses and materially and adversely disrupt our business operations. • Our CEO is involved in litigation that could have a material adverse effect on our revenues, financial condition, cash flows, results of operations and prospects. Risks relating to our market, industry, and general economic conditions, including: • Our business is significantly impacted by interest rates. Changes in prevailing interest rates or U. S. monetary policies that affect interest rates have and may in the future have a material adverse effect on our revenues, financial condition, cash flows, results of operations and prospects. • We operate in a heavily regulated industry, and our loan production and servicing activities, real estate brokerage activities, title and settlement services activities and homeowners insurance agency activities expose us to risks of noncompliance with a large and increasing body of complex laws and regulations at the U. S. federal, state and local levels, which, at times, may be inconsistent. • Our business is highly dependent on the GSEs, including Fannie Mae and Freddie Mac, and certain other U. S. government agencies, and any changes in these entities or agencies or their current roles could have a material adverse effect on our business. Risks relating to our global operations, including: • We have operations in the United Kingdom (including our acquisition of Birmingham Bank) and India, which subject us to certain operational challenges, laws and regulations, and political or economic risks that we have limited experience in navigating. Risks relating to our products and customers, including: • We face intense competition from other companies with more well established brands, and may not be able to retain or expand our customer base. • We may fail to accurately predict demand or growth of new or existing product lines which could have a material adverse effect on our revenues, financial condition, cash flows, results of operations and prospects. Risks relating to our technology and intellectual property, including: • Our products use third- party software, hardware and services that may be difficult to replace or cause errors or failures of our products that could have a material adverse effect on our revenues, financial condition, cash flows results of operations and prospects. • We may not be able to effectively maintain and enforce our intellectual property and proprietary rights and may face allegations of infringement of the intellectual property rights of third parties, which could have a material adverse effect on our revenues, financial condition, cash flows, results of operations and prospects. Risks relating to our indebtedness and warehouse lines of credit, including: • We rely on our warehouse lines to fund loans and otherwise operate our business. If one or more facilities are terminated or otherwise become unavailable to use, we may be unable to find replacement financing at commercially favorable terms, or at all, which could have a material adverse effect on our business. • Fluctuations in the interest rate of our facilities or the value of the collateral underlying certain of these facilities could have a material adverse effect on our liquidity. Risks relating to the regulatory environment, including: • The laws and regulations to which we are subject are constantly evolving** , together with the **scope of supervision, and we may be unable to comply with new laws and regulations effectively or in a timely manner, which could have a material adverse effect on our business. • We are, and may in the future be, subject to litigation and regulatory enforcement matters from time to time. If the outcomes of these matters are adverse to us, it could have a material adverse effect on our revenues, financial condition, cash flows, results of operations and prospects. Risks related to ownership of Common Stock and Better Home & Finance operating as a public company, including: • We have received a notice from the listing qualifications staff of Nasdaq that we are currently not in compliance with the minimum bid price requirement set forth in Nasdaq Listing Rule 5450 (a) (1) for continued listing of our Class A Common Stock. If we are unable to regain compliance, our Class A Common Stock could be delisted, which could affect the price and liquidity of our Class A Common Stock, reduce our ability to raise capital and have a material adverse effect on our revenues, financial condition, cash flows, results of operations and prospects. • Our management team has limited experience managing a public company and international or banking operations • The existence of multiple classes of common stock may materially and adversely impact the value and liquidity of Class A Common Stock. • Because we became a public reporting company by means** other **than a traditional underwritten initial public offering, our stockholders may face additional risks and uncertainties. Risks**

Related to Our Operating History, Business Model, Growth and Financial Condition Since the third quarter of 2021, increased interest rates have negatively impacted our Funded Loan Volume, Gain on Sale Margin, revenue and profitability, which has resulted in significant strain on our business, results of operations and financial condition, which we have had limited success in managing. In April 2021, the United States began experiencing what has become a significant rise in interest rates, which increased for a variety of reasons, including ~~information~~ **inflation , market capacity constraints and other factors. Accordingly, during 2021 and continuing in 2022 and 2023, we experienced both a significant decline in Funded Loan Volume as refinancing loans became less attractive as interest rates increased. Higher interest rates that initially materialized in the secondary market, including in our loan purchaser network, were not initially borne by our customers as increased mortgage rates, but rather reduced our Gain on Sale Margin as we sought to** ~~contained~~ -- **continue increasing our market share by offering more competitive pricing to customers in a more challenging market. Since the second quarter of 2021, our Gain on Sale Margin and later our Funded Loan Volume have remained depressed as a result of elevated interest rates, reduced loan market activity and increased competition in the market. Our business is significantly impacted by interest rates. Loan production for refinancing customers' existing loans is almost entirely driven by interest rates and our ability to maintain or further develop that portion of our business is heavily dependent on the attractive interest rates we offer relative to market interest rates and customers' current interest rates. While some areas of our business are relatively less rate- sensitive than refinance loans, including purchase loans and Better Plus businesses, demand for these products remains highly sensitive to interest rates (particularly significantly elevated interest rates), as purchase loans and other aspects of home services markets relating to home purchases are affected by changes in interest rates. Accordingly, demand for the significant majority of our products and services remains tied to interest rates, notwithstanding our goals to decrease reliance on the most interest rate sensitive products and services. Our business will continue to be materially adversely effected if interest rates do not decline. Substantial changes in the market and operating environment have put significant strain on our business and have resulted in significant reductions to our workforce and scale, which we have had limited success in managing. In response to substantial and sustained increases in interest rates and changes in macroeconomic conditions and our industry, as described in more detail elsewhere** in this Annual Report **, we significantly reduced our workforce to seek to align our headcount with demand for our loan production. As of December 31, 2023, we had approximately 820 team members, compared to approximately 10, 400 team members at our peak in the fourth quarter of 2021. In total, this represents an approximately 92 % reduction in our workforce over an approximately twenty- four month period, which has had other detrimental effects** on ~~Form 10- K, including our financial statements and related notes. If any of the following events occur,~~ our business, financial condition **, and results of operations as described elsewhere in this Annual Report. In the third quarter of 2021 we implemented a reorganization of our sales and operations teams designed to provide our customers with a single customer service team member for all their contacts with us. This operational reorganization reduced loan officer productivity and increased costs against a more challenging market. Accordingly, we returned to our previous sales and operations team structure during the third quarter of 2022 and remain in this operating model at present. There can be no assurances that our current strategy and structure of our sales and operations is or will be effective. As Refinance Loan Volume declined starting in the second half of 2021 and continuing through 2023 due to increased interest rates, we experienced a decline in Funded Loan Volume, particularly in Refinance Loan Volume, as well as a corresponding increase in the proportion of our Funded Loan Volume that is comprised of Purchase Loan Volume, which is more labor intensive than Refinance Loan Volume. As a result, we experienced and expect to continue to experience meaningfully higher labor costs required to convert leads into Purchase Loan Volume and more customer service required to support such purchase transactions, leading to higher labor costs per loan. These significant changes in our business and operations have resulted in significant challenges, with negative effects on our results of operations, employee morale, relationships with business partners and customers, and increased unplanned employee turnover in areas of our business relating to legal, compliance, finance, and accounting. In addition, further corrective actions to our workforce may be necessary to manage our business in a challenging environment, and if we take such corrective actions, such action may result in renewed negative media coverage that could have a detrimental impact on our business and employee morale. If we are unable to effectively address these challenges, our business, results of operations, and financial condition could be further negatively impacted. Similarly, to the extent that, in the future, we seek to grow various areas of our business, failure to manage future growth or declines in growth effectively could result in increased costs, materially and adversely affect our customers' satisfaction with our product offerings, and materially and adversely affect our business, financial condition, results of operations, and prospects. As a result of employee attrition, we have lost certain institutional knowledge and capabilities that has necessitated additional hiring, notwithstanding our decreased headcount, and there can be no assurance that we will be able to fill these roles with suitable candidates, or at all. We have been subject to significant employee attrition, particularly among our senior management team, that has resulted in the reduction of institutional knowledge as well as capabilities in certain key functions, including legal, compliance, finance, and accounting. For instance, we identified a material weakness in internal control over financial reporting due to the limited number of accounting personnel and** ~~and~~ - **an additional material weakness in internal control over financial reporting due to insufficient experience and capacity to verify control activities with respect to the work of the valuation specialist, and will need to fill certain roles in order to effectively function as a public company. The inability to attract or retain qualified personnel or to identify and hire individuals for the roles that we seek to fill and other current or future organizational changes could materially and adversely affect our business, financial condition, results of operations, and prospects. We believe the market for qualified talent can be particularly competitive in the engineering, data, and product areas, as well as for mortgage**

underwriters in certain market environments. Our ability to recruit and retain qualified personnel has also been adversely affected by the negative media coverage surrounding the series of workforce reductions and subsequent events. Our future success depends to a significant extent on the continued services of our senior management, including Vishal Garg, our CEO, and Kevin Ryan, our President and Chief Financial Officer, and our ability to maintain morale, minimize internal distraction, recruit and retain employees, management and directors, and make changes to our organizational structure in response to the foregoing events. We believe Mr. Garg has been critical to our operations and key to setting our vision, strategic direction, and execution priorities. The experience of our other senior management, including Mr. Ryan, is a valuable asset to us and would be difficult to replace. A failure to recruit and retain employees, including members of our senior management team, while preserving and improving our mission- based culture to adapt to the challenges and requirements of becoming a public company could materially and adversely affect our future success. We may not be able to maintain or further develop our loan production business, which could materially and adversely affect our business, financial condition, results of operations and prospects. Our loan production business primarily consists of providing loans to home buyers, refinancing existing loans and providing home equity line of credit (" HELOC ") loans. Loan production for home buyers is greatly influenced by traditional participants in the home buying process such as real estate agents and home builders. As a result, our ability to offer competitive financing options to these traditional participants' customers will influence our ability to maintain or further develop our loan production business. Loan production for refinancing customers' existing loans is almost entirely driven by interest rates and our ability to maintain or further develop that portion of our business is heavily dependent on the attractive interest rates we offer relative to market interest rates and customers' current interest rates, as well as our ability to provide a favorable customer experience through all such interest rate cycles. Our HELOC loan originations are similarly dependent on interest rates, as well as available homeowner equity, and typically decline if interest rates increase or residential real estate prices decline. For more information on the impact of interest rates on our business, see " — Risks Related to Our Operating History, Business Model, Growth and Financial Condition — Since the third quarter of 2021, increased interest rates have negatively impacted our Funded Loan Volume, Gain on Sale Margin, revenue and profitability, which has resulted in significant strain on our business, results of operations and financial condition, which we have had limited success in managing. " In addition to interest rates, our business operations are also subject to other factors that can impact our ability to maintain or further develop our loan production business. For example, increased competition from new and existing market participants, reduction in the overall level of refinancing activity, or slower growth in the level of new home purchase activity, including as a result of constrained supply, have impacted and will continue to impact our ability to maintain and or further develop our loan production volumes, and we may be forced to produce loans with lower expected Gain on Sale Margins (resulting in lower net revenue) and increase our sales and marketing and advertising spend (leading to higher customer acquisition cost) in order to maintain our volume of activity consistent with past or projected levels. If we are unable to continue to maintain or further develop our loan production business, this could materially and adversely affect our business, financial condition, results of operations, and prospects. We have a history of operating losses, have not been able to maintain profitability achieved in 2020 and early 2021 and may not achieve and maintain profitability in the future. We were formed in 2014, commenced operation in April 2015, and have experienced net losses and negative cash flows from operations for the majority of our operating history. The year ended December 31, 2020 was the only year that we have achieved an annual operating profit, but that year was followed with a net loss of $ 301. 1 million for the year ended December 31, 2021 and a net loss of $ 888. 8 million for the year ended December 31, 2022, as well as a net loss of $ 536. 4 million for the year ended December 31, 2023. While our goal remains to pursue profitable growth over the long term, we have not maintained and may not maintain profitability over any sustained period of time. Our financial performance has in recent periods deteriorated as a result of numerous factors, including: • persistent elevated interest rates, which have the effect of reducing industry mortgage origination volume, increasing competition for customers, and reducing revenue; • continued investments in our business (including investments to expand our product offerings); • reputational damage associated with negative media coverage following a series of workforce reductions that began in December 2021 and litigation, including litigation with a former employee described elsewhere in this Annual Report (which we believe has contributed to lower Funded Loan Volume); and • outsized costs relative to our Funded Loan Volume and revenue resulting from changes in the macroeconomic environment and our business (as described elsewhere in this Annual Report), including sales and operations compensation expense to support higher Purchase Loan Volumes, severance costs associated with the workforce reductions described above, expenses associated with non- mortgage business lines including Better Real Estate, legal and professional service expenses associated with our litigation, and technology and product development expenses resulting from continued investment in our platform. Although our current business focus is on restoring profitable operations, certain of our costs and expenses may continue to remain elevated in future periods, which could materially and adversely affect our future operating results **if our revenue does not increase. We may also face increased regulatory compliance costs associated with growth and the expansion of our customer base. Our efforts to grow our business and offer new products have been and may continue to be more costly than we expect, we may not be able to increase our revenue enough to offset our increased operating expenses and the investments we need to make in our business, and new products may not succeed. We may continue to incur significant losses in the future for several reasons, including as a result of the other risks described herein, and unforeseen expenses, difficulties, complications, delays, and other presently unknown events or risks. If we continue to be unable to achieve and maintain consistent profitability, this would materially and adversely affect the value of our business and Common Stock. Our prior growth has slowed significantly and we have incurred significant declines in revenue and incurred significant net losses. Our**

period of rapid growth and subsequent losses makes it difficult to evaluate our future prospects and may increase the risk that we will not be successful. We may not be able to grow our revenues or regain profitability in the future. We believe our prior growth rates were partially driven by interest rates being at historic lows and the increased use of online services, both as a result of the COVID- 19 pandemic. Although our goal remains to pursue profitable growth over the long term, we do not believe that the revenue growth rate and profitability we experienced in 2020 and the first half of 2021 are representative of expected future growth rates and profitability. For the years ended December 31, 2023 and 2022, we incurred a net loss of $ 536. 4 million and $ 877. 1 million with revenue of $ 76. 8 million and $ 378 million, respectively (including Better Cash Offer revenue of $ 304 thousand and $ 228. 7 million), a year- over- year revenue decrease of 80 %. For more information, see " Management' s Discussion and Analysis of Financial Condition and Results of Operations — Factors Affecting Our Performance " and " — Risks Related to Our Operating History, Business Model, Growth and Financial Condition — We have a history of operating losses, have not been able to maintain profitability achieved in 2020 and early 2021 and may not achieve and maintain profitability in the future. " Our ability to forecast our future results of operations is subject to a number of uncertainties, including our ability to effectively plan for and model future financial performance. Furthermore, we have a limited operating history, and we have encountered and will continue to encounter risks, uncertainties, expenses, and difficulties, including navigating the complex and evolving regulatory and competitive environments, increasing our number of customers, and increasing our volume of loan origination. If we fail to achieve the necessary level of efficiency in our organization as it evolves, or if we are not able to accurately forecast future financial performance, our business will be harmed. Moreover, if the assumptions that we use to plan our business are incorrect or change in reaction to changes in our market, or we are unable to maintain consistent revenue or revenue growth, it may be difficult to achieve or maintain profitability and the market price of our Common Stock may be volatile and materially and adversely affected. Our business depends, in part, on the success of our relationships with third- party vendors and the success of our strategic relationships in allowing us to attract potential customers for and to deliver our products, and our ability to grow our business depends on our ability to continue these relationships. We are dependent upon certain third- party software platforms, including to close loans and for capital markets analytics. Failure of these or any other technology providers to maintain, support, or secure their technology platforms in general, and our integrations in particular, or errors or defects in their technology, could materially and adversely impact our relationship with our customers, damage our reputation and brand, and harm our business and operating results. We also have significant vendors and commercial partners that, among other things, provide us with financial, technology, insurance, and other services to support our business. If our current technology providers and vendors were to stop providing services to us on acceptable terms or at all, or if our commercial partners were to terminate their relationships with us, we may be unable to procure alternatives in a timely and efficient manner and on acceptable terms, or at all. We may incur significant costs to resolve any such disruptions in services or the loss of commercial partnerships and this could materially and adversely affect our business, financial condition, and results of operations. We depend on a number of strategic relationships to allow us to attract additional customers to our products. For example, through a number of strategic relationships, we purchase leads or otherwise advertise (e. g., on the provider' s website and / or via e- mail), on a non- exclusive basis, to consumers who may view the content and / or be customers of the lead or advertising platform providers. In addition, we rely on third- party sources and sub- servicing arrangements, including credit bureaus, for credit, identification, employment, and other relevant information in order to review borrowers. Furthermore, we maintain an integrated relationship with Ally, in which our subsidiary, Better Mortgage Corporation, powers the end- to- end home finance experience through a co- branded customer experience for loans that close in Ally' s name and are funded by Ally. We also separately purchase certain of the loans originated through the Ally relationship prior to selling them in the secondary market. Through this relationship, we generate a fixed fee per loan for our production services, purchase certain loans after they are originated, and generate additional revenue by selling such loans to our loan purchaser network. When the loans are sold to our loan purchaser network, Ally receives a portion of the execution proceeds, with the total amount we pay Ally for the loans (including the initial purchase price and portion of the execution proceeds) not exceeding the loans' fair market value. Our agreements with Ally are non- exclusive and do not prohibit Ally from working with our competitors or from offering competing services. We could have disagreements or disputes with Ally, which could negatively impact or threaten our relationship and that, in turn, would materially and adversely affect our business, financial condition, results of operations, and prospects. In addition, Ally could elect to discontinue use of our services for any reason, including as a result of a merger or acquisition or Ally electing to in- source home loan production, and that would materially and adversely affect our business, financial condition, results of operations, and prospects. If we are unsuccessful in establishing or maintaining our relationships with strategic partners and affiliates and identifying new strategic partners and establishing relationships with them in a timely and cost- effective manner, our ability to compete in the marketplace or to grow our revenue could be impaired and our results of operations may be materially and adversely affected. There can be no assurance that we will be successful in the implementation of these relationships and implementation or, if necessary, termination could require substantial time and attention from our management team. Additionally, we cannot assure you that we will be able to successfully replace a terminated relationship with a new partner. In addition, in some cases, our strategic partners may compete with certain parts or all of our business. Negative publicity about Better Home & Finance, such as the negative media coverage surrounding our workforce reductions, could cause our current commercial partners (such as Ally) or potential commercial partners to reassess their relationship with us and determine to not renew their arrangements with us or to not pursue new relationships with us. In 2022, such negative publicity and reputational concerns led a commercial partner to terminate its relationship and

not to proceed with a pilot program. For more information, see " — Risks Related to Our Operating History, Business Model, Growth and Financial Condition — Vishal Garg, our CEO, exposes us to particular risks and uncertainties regarding his control over our operations, both directly as our CEO and our largest stockholder, as well as through our commercial relationships with his various affiliates, which could materially and adversely affect our business, financial condition, results of operations, and prospects. " We are also subject to regulatory risk associated with all of the above relationships, including changes in law or interpretations of law that could result in increased scrutiny of these relationships, require restructuring of these relationships, and / or diminish the value of these relationships. For a discussion of regulatory risks associated with partner and affiliate relationships, see " — Risks Related to Our Regulatory Environment — Federal and state laws regulate our strategic relationships with third parties and affiliates; a determination that we have failed to comply with such laws could require restructuring of the relationships, result in material financial liabilities and exposure to regulatory enforcement and litigation risk, and / or diminish the value of these relationships. " We depend on our ability to sell loans and MSRs in the secondary market to a limited number of loan purchasers and to the GSEs and other secondary market participants for each relevant product. If our ability to sell loans and MSRs is impaired, our ability to produce loans and related MSRs would be materially and adversely affected. Our business depends on our ability to sell our loan production. The gain recognized from sales of our loan production in the secondary market represents the bulk of our revenues and net earnings. Our ability to sell and the prices we receive for our loans vary from time to time and may be materially adversely affected **by several factors, including, without limitation: (i) an increase in the number of similar loans available for sale; (ii) conditions in the loan securitization market or in the secondary market for loans in general or for our loans in particular, which could make our loans less desirable to potential purchasers; (iii) defaults under loans in general; (iv) loan- level pricing adjustments imposed by Fannie Mae and Freddie Mac, including adjustments for the purchase of loans in forbearance or refinancing loans; (v) the types and volume of loans being originated or sold by us; (vi) the level and volatility of interest rates; and (vii) unease in the banking industry caused by, among other things, recent bank failures. An inability to sell or a decrease in the prices paid to us upon sale of our loans and MSRs would be detrimental to our business, as we are dependent on the cash generated from such sales to fund our future loan production and repay borrowings under our warehouse lines of credit. If we lack liquidity to continue to fund future loans, our revenues on new loan productions would be materially and adversely affected, which in turn would materially and adversely affect our potential to again achieve profitability. The severity of the impact would be most significant to the extent we were unable to sell conforming home loans to the GSEs or sell MSRs to private purchasers. The vast majority of the loans we produce are sold servicing released (with associated MSRs). During periods of market dislocation, we may choose to retain MSRs and enter into sub- servicing arrangements with third parties to perform the servicing on our behalf. The value of our MSRs is based on numerous factors including: (i) the present value of estimated future net servicing cash flows; (ii) prepayment speeds; (iii) delinquency rates; and (iv) interest rates. The models we use to value our MSRs for sale or otherwise are complex and use asset- specific collateral data to estimate prepayment rates, future servicing costs and other factors and market inputs for interest and discount rates. The value we attribute to our MSRs is highly dependent on our models and therefore the assumptions incorporated into our models, and we cannot provide any assurance as to the accuracy of our models and their ability to predict the value of our MSRs on sale or other realization. Substantially all of our loan production and related MSRs are sold to a limited number of purchasers in the secondary market, principally the GSEs. The remainder of our loan production and MSRs are generally sold to a limited number of private purchasers. We must meet the GSEs' and private purchasers' financial eligibility requirements to remain a seller in good standing. On March 12, 2023, Fannie Mae notified us that we had failed to meet their additional financial requirements due to our decline in profitability and material decline in net worth. The material decline in net worth and decline in profitability permit Fannie Mae to declare a breach of our contract with them. Fannie Mae may permit a seller / servicer to take on credit recourse obligations, provided the seller / servicer meets certain requirements. Fannie Mae permitted the Company, based upon an assessment of our financial strength, to enter into a Pledge and Security Agreement on July 24, 2023, pursuant to which the Company posted $ 5. 0 million that is invested in a designated money market fund and will be held through termination. Each quarterly period after December 31, 2023, the required cash collateral will be calculated based on an amount equal to the greater of: (i) Fannie Mae' s origination representation and warranty exposure to the Company, multiplied by the average repurchase success rate for Fannie Mae single- family responsible parties or (ii) $ 5. 0 million. Following certain forbearance agreements from Fannie Mae regarding additional financial requirements, we remain in compliance with these additional financial requirements as of the date hereof. Fannie Mae and other regulators and GSEs are not required to grant any such forbearance, amendment, extension, or waiver and may determine not to do so in the future. If we were to fail to meet such requirements, the performance of our loans and MSRs were to materially vary from industry averages in a negative way, or we lose one or more of our purchasers, our ability to sell our loans and MSRs in the secondary market may be impaired, which would materially and adversely affect our results. For further discussion, see " — Risks Related to Our Market, Industry, and General Economic Conditions — Our business is highly dependent on Fannie Mae and Freddie Mac and certain other U. S. government agencies, and any changes in these entities or their current roles could have a material adverse effect on our business. " There may be delays in our ability to sell future loans and MSRs that we produce, or there may be a market shift that causes purchasers of our non- GSE loans to reduce their demand for such products. These market shifts can be caused by factors outside of our control: for example, the market shift in response to the COVID- 19 pandemic that reduced loan purchaser appetite for non- GSE loans. To the extent similar market shifts occur in the future, we could be required to reduce our loan production volume. Delays in the sale of loans and MSRs also increase our exposure to market risks,**

which could materially and adversely affect our potential to again achieve profitability on sales of loans and MSRs. Any such delays or failure to sell loans and MSRs could materially and adversely affect our business. We have been and may in the future be required to repurchase or substitute loans or MSRs that we have sold or indemnify purchasers of our loans or MSRs if we breach representations and warranties. When we sell a mortgage loan or an MSR to a purchaser, we make certain representations and warranties. If a mortgage loan or MSR does not comply with the representations and warranties, we could be required to repurchase the loan or MSR, and / or indemnify secondary market purchasers for losses. If this occurs, we may have to bear any associated losses directly. While our contracts vary, they generally contain provisions that require us to indemnify these parties, or repurchase these mortgage loans, if: • our representations and warranties concerning mortgage loan quality and mortgage loan characteristics are inaccurate or are otherwise breached and not remedied within any applicable cure period (usually 90 days or less) after we receive notice of the breach; • we fail to secure adequate mortgage insurance within a certain period after closing of the applicable mortgage loan; • a mortgage insurance provider denies coverage; • the borrower defaults on the loan payments within a contractually defined period (early payment default); • the borrower prepays the mortgage loan within a contractually defined period (early payoff); or • the mortgage loan fails to comply with applicable underwriting or regulatory requirements, including those of investors or insurers, or at the federal, state, or local government level. During times of market disruption or changes in interest rates, our counterparties that purchase mortgage loans may be particularly aware of the conditions under which mortgage loan originators or sellers must indemnify them against losses related to purchased mortgage loans, or repurchase those mortgage loans. This may lead them to seek to enforce such rights, including requiring us to repurchase such loans. Repurchased loans, which are typically in arrears or default, generally can only be resold at a steep discount to their repurchase price and the amount of the unpaid balance, if at all. The loan repurchase reserve represents our estimate of the total losses expected to occur and, while we consider such reserve to be adequate, we cannot assure you that it will be sufficient to meet repurchase obligations in the future. If we are required to repurchase loans or indemnify our loan purchasers, we may not be able to recover amounts from third parties from whom we could seek indemnification due to financial difficulties or otherwise. As a result, we are exposed to counterparty risk in the event of non- performance by our borrowers or other counterparties to our various contracts, including, without limitation, as a result of the rejection of an agreement or transaction in bankruptcy proceedings, which could result in substantial losses for which we may not have insurance coverage. We rely on our own models and market information to manage risk and to make business decisions. Our business could be materially and adversely affected if those models fail to produce reliable and / or valid results or such market information is out of date or unreliable. We make significant use of business and financial models that we have developed in connection with our proprietary technology to measure and monitor our risk exposures, evaluate risk profiles associated with loans, and to manage our business. For example, we use models to measure and monitor our exposures to interest rate, credit, and other market risks and to forecast credit losses. The information provided by these models is used in making business decisions relating to strategies, initiatives, transactions, pricing, and products. Our models could produce unreliable results for a number of reasons, including the limitations of historical data to predict results due to unprecedented events or circumstances, such as the COVID- 19 pandemic, invalid or incorrect assumptions underlying the models or the associated data, the need for manual adjustments in response to rapid changes in economic conditions, incorrect coding of the models, incorrect data being used by the models or inappropriate application of a model to products, or events outside of the model' s intended use . In **particular, models are less dependable when the actual economic, social, or political environment is different than the historical experience, and the models we utilize may fail to accurately assess the impact of, or predict outcomes related to changed circumstances. Additionally, as our business scales and we collect and analyze new customer profile data, there may be a lag between such data and the impact to our models, which could provide unreliable results. We also depend upon our models in producing and selling our loan production and in connection with our hedging program. If our loan production does not meet loan purchasers' standards, we would be required to repurchase loans or indemnify our loan purchasers and we may not be able to recover such amounts from third parties. For more information, see " — Risks Related to Our Operating History, Business Model, Growth and Financial Condition — We have been and may in the future be required to repurchase or substitute loans or MSRs** that **we have sold or indemnify purchasers of our loans or MSRs if we breach representations and warranties. " Changes in the housing, credit, and capital markets have required frequent adjustments to our models and the application of greater management judgment in the interpretation and adjustment of the results produced by our models. This application of greater management judgment reflects the need to consider updated information while continuing to maintain systematized and controlled processes for model updates, including development, testing, independent validation, and implementation. As a result of the time and resources, including technical and staffing resources, that are required to perform these processes effectively, it may not be possible to replace existing models quickly enough to ensure that they will always properly account for the impacts of recent information and actions. If we are unable to continue to update and iterate on our internal models, our business, financial condition, results of operations, and prospects could be materially and adversely affected. We drive traffic to our website through advertising on financial services websites, search engines, social media platforms and other online sources, and if we fail to appear prominently in the search results or fail to drive traffic through other forms of marketing, our traffic would decline and we may have to spend more to drive traffic and improve our search results, any of which could materially and adversely affect our business, financial condition, results of operations, and prospects. Our success depends on our ability to attract potential consumers to our website and convert them into customers in a cost- effective manner. We depend, in large part, on performance marketing leads (e. g., pay- per- click) that we purchase from financial services websites as well as search**

engine results, social media platforms and other online sources for traffic to our website. In particular, we have historically focused our sales and marketing and advertising spend on purchasing leads from lead aggregators on financial services websites. We also have relationships where we advertise our products and services to consumers in our partners' networks, generally offering incentives or discounts to such consumers. We expect to continue to devote significant resources to acquire customers, including advertising to our partners' significant consumer networks, and offering discounts and incentives to consumers. To the extent that our traditional approach to customer acquisitions is not successful in achieving the levels of transaction volume that we seek, including in particular in an environment of rising interest rates or constrained housing capacity, we may be required to devote additional financial resources and personnel to our sales and marketing and advertising efforts and to increase discounts to consumers, which would increase the cost base for our services. We face several challenges to our ability to maintain and increase the number of visitors directed to our website. Our competitors may increase their online marketing efforts and outbid us for placement on various financial services lead aggregator websites or for search terms on various search engines, resulting in their websites receiving a higher search result page ranking than ours. Additionally, internet search engines could revise their methodologies in a way that would adversely affect the prominence of our search results rankings. If internet search engines modify their search algorithms in ways that are detrimental to us, if financial services sites increase their prices or refuse to include our product offerings in their product- offering comparison tools, or if our competitors' marketing or promotional efforts are more successful than ours, overall growth in our customer base could slow or our customer base could decline. In addition, although we have expanded our direct- to- consumer, or D2C, acquisition channels, including direct mail and identification of applicants from real estate agents, there can be no assurance that these efforts will succeed. Also, there can be no assurance that any increased marketing and advertising spend allocated to either of our customer acquisition channels in order to maintain and increase the number of visitors directed to our website will be effective. Any reduction in the number of visitors directed to our platform through internet search engines, financial services sites, social networking sites or any new strategies we employ could materially and adversely affect our business, financial condition, results of operations, and prospects. Regulatory changes may also require search engines, social media platforms and other online sources to adjust their outreach techniques and algorithms, which may negatively impact the effectiveness of these platforms. For instance, on March 28, 2019, HUD announced charges of discrimination against Facebook, Inc., or Facebook, indicating that HUD had reasonable cause to believe that Facebook engaged in discriminatory housing practices in connection with the manner in which it distributed advertisements to users. Such actions could reduce the effectiveness of marketing strategies reliant on these tools and platforms. Additionally, in the event **the CFPB takes a more stringent and aggressive interpretation of laws governing our interaction with lead aggregators** , **including the RESPA, it could result in a material reduction in the availability of leads from such sources, increased costs, and increased regulatory risk. We may be subject to liability in connection with loans we deliver to Ally Bank or other third parties, which could materially and adversely affect our business, financial condition, results of operations, and prospects. In addition to producing loans in our own name and with our own funds, we also have taken and continue to take mortgage loan applications and deliver them to a third- party lender that sourced the applicants; initially, we conducted such activity on a private- label basis, but we recently transitioned to a co-branded mortgage broker model. We perform fulfillment services for these loans, and also purchase certain of the loans from the lender after the lender has closed and funded the loans. We expect to seek to enter into similar arrangements with additional lenders in the future. When we act as an outsourced loan producer, we deliver mortgage applications subject to a pre- existing contractual arrangement with the other lender. If, in delivering those mortgage loan applications, we provide insufficient application information, provide the applicant non- compliant federal or state disclosures, do not meet applicable registration, licensing, or other applicable federal or state law requirements, or otherwise fail to comply with our agreements with the applicants or the lender, or if we are deemed to be the " true lender " of the loans based on our involvement in the origination and fulfillment of the loans and our secondary market purchase of certain of the loans, we can be held financially responsible for such issues and be subject to potential regulatory enforcement risk or litigation. In addition, we may incur liability from the lender or be subject to regulatory enforcement risk in the event that the ultimate borrower engaged in mortgage fraud, or the mortgage loan borrowers fail to perform on their loans. Further, recent negative press as described elsewhere in this Annual Report may make it more difficult to enter into new arrangements with additional lenders. We are, and may in the future be, subject to litigation and regulatory enforcement matters from time to time. If the outcomes of these matters are adverse to us, it could materially and adversely affect our business, revenues, financial condition, results of operations, and prospects. We are subject to various litigation and regulatory enforcement matters from time to time, the outcome of which could materially and adversely affect our business, financial condition, results of operations, and prospects. Claims arising out of actual or alleged violations of law could be asserted against us by our customers, current and former employees, and other individuals, either individually or through class actions, by governmental entities in civil or criminal investigations and proceedings, examinations or audits, or by other entities. As is typical in the financial services industry, we continually face risks associated with litigation or regulatory enforcement of various types arising in the normal course of our business operations, including disputes relating to our product offerings, compliance with complex consumer finance laws and regulations, employee matters, and other general commercial and corporate litigation. We operate in an industry that is highly sensitive to consumer protection, and we are subject to numerous local, state, and federal laws that are continuously changing. Remediation for non- compliance with these laws can be costly and significant fines may be incurred. In 2022 and 2023, prior to the Business Combination, Pre- Business Combination Better and Aurora received voluntary requests for documents and subpoenas from the Division of Enforcement of the SEC, indicating that**

the SEC was conducting an investigation relating to Pre- Business Combination Better and Aurora to determine if violations of the federal securities laws had occurred. The SEC asked Pre- Business Combination Better and Aurora to provide it with certain information and documents related to, among other things, certain aspects of Better' s business and operations, certain matters relating to certain actions and circumstances of our CEO and his other business activities, related party transactions, public statements made about Tinman, the Company' s financial condition, and allegations made in litigation filed by Sarah Pierce, Better' s former Head of Sales and Operations, and also sought interviews and testimony from various personnel, including senior leadership of Pre- Business Combination Better and Aurora. After the requested information was provided, the SEC subsequently informed Pre- Business Combination Better and Aurora that the SEC had concluded the investigation and did not intend to recommend an enforcement action against Pre- Business Combination Better and Aurora; however, there can be no assurances that we will not be subject to other government or regulatory proceedings in the future. In addition, from time to time, we are subject to civil claims or investigations asserting that some employees are improperly classified under applicable law. For example, we are currently party to pending legal claims and proceedings regarding an employee related labor dispute brought forth during the third quarter of 2020. The disputes allege that the Company has failed to pay certain employees for overtime and is in violation of the Fair Labor Standards Act and labor laws in the State of California and the State of Florida. The majority of such legal claims and proceedings are in the early stages and, to the extent applicable, have not yet reached the class certification stage and as such the ultimate outcomes cannot be predicted with certainty due to inherent uncertainties in the legal claims and proceedings. As part of the disputes, the Company included an estimated liability of $ 8. 4 million as of both December 31, 2023 and 2022 on the consolidated balance sheets. During the first quarter of 2023, the Company settled its employee related labor dispute in the State of Florida for an immaterial amount. A determination in, or settlement of, any lawsuit or other legal proceeding relating to classification of our employees could materially and adversely affect our business, financial condition, results of operations, and prospects. For more information, see " — Risks Related to Our Operating History, Business Model, Growth and Financial Condition — Our CEO is involved in litigation that could have a material adverse effect on our revenues, financial condition, cash flows and results of operations. " We have identified three ongoing material weaknesses in our internal control over financial reporting and we may identify additional material weaknesses in the future or otherwise fail to maintain an effective system of internal control, which may result in material misstatements of our financial statements. We have identified material weaknesses in our respective internal control over financial reporting as of December 31, 2023, 2022 and 2021. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. The first material weakness was identified during late December 2021 when management, at the direction of the board of directors of Pre- Business Combination Better (the " Pre- Business Combination Better Board "), engaged an external law firm to assist the Pre- Business Combination Better Board in performing a cultural review to conduct an independent review of Better' s culture. Based on the findings of the cultural review, certain actions taken by our CEO failed to set a tone at the top that supported a strong culture of internal controls. There were enhancements that were needed to the channels by which ethics and compliance concerns could be reported, and, at the time this material weakness was initially identified, the organizational structure lacked specific leadership positions to support the achievement of objectives including an experienced President and an independent Chairman of the Pre- Business Combination Better Board. Accordingly, Pre- Business Combination Better concluded that it had not maintained an effective control environment, based on the criteria established by the Internal Control- Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (the " COSO 2013 Framework "), which requires Better to demonstrate a commitment to integrity and ethical values, and for management to establish structures, reporting lines, and appropriate authorities and responsibilities. The findings of the cultural review demonstrated ineffective internal controls that could have a direct or indirect effect on the integrity of Better' s financial reporting, which resulted in a material weakness in Better' s internal controls over financial reporting. This material weakness remained as of December 31, 2023. We are not aware of any misstatement (material or otherwise) of our annual or interim consolidated financial statements that has resulted from this material weakness. The second material weakness was identified in connection with the audit of Pre- Business Combination Better' s fiscal year ended December 31, 2022. Pre- Business Combination Better identified deficiencies in the design, implementation, and operating effectiveness of internal controls over financial reporting that were and are pervasive across Better. These errors and deficiencies were caused by the limited number of accounting personnel with relevant experience and sufficient capacity throughout the year to verify that control activities were appropriately designed, implemented and operating effectively. Pre- Business Combination Better concluded that it did not maintain an effective control environment nor did it implement proper control activities based on the criteria established in the COSO 2013 Framework. Pre- Business Combination Better determined that such control deficiencies constitute a material weakness in internal control over financial reporting in the aggregate as of December 31, 2022. This material weakness remained as of December 31, 2023. The third material weakness was identified in connection with the audit of Pre- Business Combination Better' s fiscal year ended December 31, 2022. Pre- Business Combination Better identified a material error in its 409A valuation and certain corresponding complex securities. Pre- Business Combination Better used a discounted cash flow model as one aspect of deriving its 409A valuation, which provides the basis for valuing certain complex securities included on its balance sheet. In connection with the preparation of its financial statements for the year ended December 31, 2022, Pre- Business Combination Better discovered an error related to an inappropriate input into the discounted cash flow model used to value the bifurcated derivative associated with the subordinated 0 % bridge

promissory notes that converted into or were exchanged for Class A Common Stock and Class C Common Stock (the " Pre- Closing Bridge Notes ") and the commitment to fund the subordinated unsecured 1 % convertible note (the " Convertible Note "). The input erroneously included the bifurcated derivative in the forecasted balance sheets that were used in the discounted cash flow model. If this error had not been discovered, it would have resulted in an overstatement of Pre- Business Combination Better' s 409A valuation and an understatement of the bifurcated derivative as of December 31, 2022. However, because Pre- Business Combination Better discovered and corrected this error before the issuance of its financial statements for the year ended December 31, 2022, the error was corrected and recorded in such financial statements. There was no such error identified in the 2021 discounted cash flow model used in its' s 409A valuation. This corrected error was caused by the limited number of accounting personnel with relevant experience and sufficient capacity to verify that control activities with respect to the work of the valuation specialist were appropriately designed, implemented and operating effectively to ensure proper valuation of certain complex financial instruments. This material weakness remained as of December 31, 2023. If not remediated, these material weaknesses could result in material misstatements to our annual or interim consolidated financial statements that might not be prevented or detected on a timely basis, or in delayed filing of required periodic reports. If we are unable to assert that our internal control over financial reporting is effective, or when required in the future, if our independent registered public accounting firm is unable to express an unqualified opinion as to the effectiveness of the internal control over financial reporting, investors may lose confidence in the accuracy and completeness of our financial reports, the market price of the Common Stock could be adversely affected and Better Home & Finance could become subject to litigation, investigations, and other adverse actions by Nasdaq, the SEC, or other regulatory authorities, which could require additional financial and management resources. For the measures we have taken and plan to take to remediate the identified material weakness and further evolving our accounting processes, see Part II, Item 9A (Controls and Procedures). Better Cover, our property and casualty insurance agency, exposes us to additional risks and regulatory oversight that could materially and adversely affect our business, financial condition, results of operations, and prospects. As a homeowner insurance agency, Better Cover solicits, sells, and binds hazard insurance policies written by third party insurance companies. Better Cover is generally regulated by the department of insurance in each state in which Better Cover does business. Better Cover and / or our designated employees must obtain and maintain licenses from these state regulatory authorities to act as agents or producers. Applicable regulations and licensing laws vary by state, are often complex, and are subject to amendment or reinterpretation by state regulatory authorities, who are vested with relatively broad discretion as to the granting, revocation, suspension and renewal of licenses. The possibility exists that we or our employees could be excluded or temporarily suspended from carrying on some or all of our activities in, or otherwise subjected to penalties by, a particular state. Moreover, state prohibitions on unfair methods of competition and unfair or deceptive acts and practices may apply to the business of insurance, and noncompliance with any such state statute may subject Better Cover to regulatory action by the relevant state insurance regulator and, in certain states, private litigation. Additionally, Better Cover is subject to certain federal laws, such as the Fair Housing Act and RESPA. State and federal regulatory requirements could adversely affect or inhibit our ability to achieve some or all of our business objectives. Better Cover' s principal sources of revenue are commissions paid by insurance companies. Commission revenues generally represent a percentage of the premium paid by an insured and are affected by fluctuations in both premium rate levels charged by insurance companies and the insureds' underlying " insurable exposure units, " which are units that insurance companies use to measure or express insurance exposed to risk (such as property values) to determine what premium to charge the insured. Insurance companies establish these premium rates based upon many factors, including loss experience, risk profile and reinsurance rates paid by such insurance companies, none of which we control. The volume of business from new and existing customers, fluctuations in insurable exposure units, changes in premium rate levels, changes in general economic and competitive conditions, a health pandemic and the occurrence of catastrophic weather events all affect Better Cover' s revenues. For example, level rates of inflation or a general decline in economic activity could limit increases in the values of insurable exposure units. Conversely, increasing costs of litigation settlements and awards could cause some customers to seek higher levels of insurance coverage. Better Settlement Services' position as an agent utilizing third- party vendors for issuing a significant amount of title insurance policies could result in title claims directed at Better, which in turn could materially and adversely affect our business, financial condition, results of operations, and prospects. In its position as a licensed title agent, Better Settlement Services performs the title search and examination function or may purchase a search product from a third- party vendor. In some cases, a third- party vendor will act as the agent and be responsible for the search, examination, and escrow in conjunction with Better Settlement Services. In either case, Better Settlement Services is responsible for ensuring that the search and examination is completed. Better Settlement Services' relationship with each title insurance company is governed by an agency agreement defining how Better Settlement Services issues a title insurance policy on behalf of the insurance company. The agency agreement also sets forth Better Settlement Services' liability to the insurance company for policy losses attributable to Better Settlement Services' errors. Periodic audits by Better Settlement Services' partner insurance companies are also conducted. Despite Better Settlement Services' efforts to monitor third- party vendors with which Better Settlement Services transacts business, there is no guarantee that these vendors will comply with their contractual obligations. Furthermore, Better Settlement Services cannot be certain that, due to changes in the regulatory environment and litigation trends, Better Settlement Services will not be held liable for errors and omissions by these vendors. Accordingly, Better Settlement Services' use of third- party vendors could materially and adversely impact the frequency and severity of title claims. Our compliance and risk management policies, procedures and techniques may not be sufficient to identify all of the financial, legal,

regulatory, and other risks to which we are exposed, and failure to identify and address such risks could result in substantial losses and material disruption to our business operations. The bulk of our revenues are generated from the recognition of gain on sale from our loan production sold into the secondary market, which involves financial risk. If we are unable to effectively identify, manage, monitor, and mitigate financial risks, such as credit risk, interest rate risk, prepayment risk, liquidity risk, and other market- related risks, as well as, through our compliance management system (" CMS "), operational, legal, and regulatory risks related to our business, assets, and liabilities, we could incur substantial losses and our business operations could be materially disrupted. We are also subject to repurchase liabilities for loans sold into the secondary market to the extent the loans are non- compliant, which require us to remediate the loans once repurchased and incur additional costs through remediation. These repurchase liabilities can create more risk on our balance sheet and increase our exposure to losses. We also are subject to various laws, regulations, and rules that are not industry- specific, including employment laws, health and safety laws, environmental laws and other federal, state and local laws, regulations and rules in the jurisdictions in which we operate. Our risk management policies, procedures, and techniques may not be sufficient to identify all of the risks to which we are exposed, mitigate the risks we have identified or identify additional risks to which we may become subject in the future. Development of our business operations may also result in our being exposed to risks to which we have not previously been exposed or may increase our exposure to certain types of risks, and we may not effectively identify, manage, monitor, and mitigate these risks as our business activities change or increase. Vishal Garg, our CEO, maintains a position of significant influence over our governance and operations in his capacity as our CEO and our largest stockholder, as well as through various affiliates that provide services and technology to Better Home & Finance. Negative media coverage and dissatisfaction of certain management and team members of Better, including as a result of the handling of the workforce reductions, Mr. Garg' s leadership style and continuing leadership at the company, has negatively affected Better Home & Finance' s management and leadership, has resulted in increased attrition among our remaining workforce and senior leadership, has detrimentally affected our productivity and financial results and has disrupted certain third party relationships. This negative media coverage and / or the perception of reputational risk may have also made it and may in the future make it more difficult to enter into new arrangements with additional lenders or customers. In addition, Better Home & Finance receives services from certain affiliates of Mr. Garg, including: • TheNumber, LLC (" TheNumber "), which is controlled and partially owned by Mr. Garg and was co- founded by Mr. Garg along with Nicholas Calamari, our Chief Administrative Officer and Senior Counsel, amongst others, provides data inputs and analytics on which our platform relies. TheNumber also provides lead generation and risk analysis services. The services provided by TheNumber are not integral to Better Home & Finance' s technology platform and amounts incurred are not material to Better Home & Finance. Services rendered to Better Home & Finance by TheNumber were extended through 2022 and into 2023 in connection with entry into a development agreement for the further integration of its technology and services into our mortgage origination platform, which also clarified the scope of work between TheNumber and Better Home & Finance. The further integration of these services increases our dependency on TheNumber. If we were unable to negotiate future agreements with TheNumber on acceptable terms or if TheNumber were to cease to provide services to us, then, although we believe we would be able to replace these services on acceptable terms using other providers, until such time as we were able to replace the services on acceptable terms, this could materially and adversely affect our business, financial condition, results of operations, and prospects. • Notable Finance, LLC (" Notable "), which is controlled by and partially owned by Mr. Garg and other senior leadership of Better Home & Finance, including Nicholas Calamari, our Chief Administrative Officer and Senior Counsel, administers the Better Home Improvement Line of Credit, a closed- end, unsecured line of credit issued on a debit card to be used for home- related spending. Given its technology and portfolio of consumer lending licenses, Better Home & Finance determined Notable was well positioned to administer this program, notwithstanding its affiliation with our CEO. The services provided by Notable are not integral to Better Home & Finance' s technology platform and amounts incurred are not material to Better Home & Finance. On October 15, 2021, Better Home & Finance entered into a private label consumer lending program agreement (the " 2021 Notable Program Agreement ") with Notable. On January 14, 2022, Better Trust I, a subsidiary of Better Home & Finance, entered into a master loan purchase agreement (the " Notable MLPA "), side letter to the Notable MLPA, and servicing agreement with Notable. Under the terms of the Notable MLPA, Better purchases from Notable up to $ 20. 0 million of unsecured home improvement loans underwritten and originated by Notable for Better Home & Finance' s customers. On September 12, 2022, the 2021 Notable Program Agreement was amended and replaced (the " 2022 Notable Program Agreement ") to provide for a structure in which Notable originates, funds, and services the loans and Better Home & Finance pays Notable for each Home Improvement Line of Credit loan funded. Under the 2022 Notable Program Agreement, Better Home & Finance also markets the Better Home Improvement Line of Credit to customers through special offers and rewards for customers. Under the terms of the 2022 Notable Program Agreement, Better Home & Finance pays Notable an administrative fee per each Home Improvement Line of Credit loan originated. If we are unable to negotiate subsequent agreements with Notable to provide continuing support for this program on acceptable terms, then, until such time as we were able to replace the services on acceptable terms, it could negatively impact our growth prospects and profitability and may interrupt our ability to offer this product. • Various members of our management team and legal department previously had, presently have, and may in the future have additional, ownership interests in, employment by and contractual obligations to other entities affiliated with 1 / 0 Capital, Mr. Garg' s investment management firm, and Mr. Garg. For example, Nicholas Calamari, our Chief Administrative Officer and Senior Counsel, maintains an ownership stake in 1 / 0 Capital, as well as a direct ownership interest in Notable and TheNumber, and until 2022 was employed by 1 / 0 Capital. Such interests could divert the attention of our management

from our business or create conflicts of interests, including litigation or investigations that could materially and adversely affect the reputation and perception among our consumers or potential team members of Mr. Garg or our management team, which could in turn materially and adversely affect our business, financial condition and results of operations. For more information, see " Note 14, Related Party Transactions, " to our consolidated financial statements included in this Annual Report. Further, Mr. Garg controls Common Stock that, as of March 13, 2024, entitled him to approximately 18 % of the voting power of our outstanding Common Stock, and he is our largest stockholder. This significant minority interest in Common Stock will increase over time as other Better stockholders that received shares of our Class B Common Stock in the Business Combination, which carries three votes per share, sell shares into the market as Class A Common Stock, which carries only one vote per share. Assuming that all Better stockholders, other than Mr. Garg, convert their shares of Class B Common Stock into Class A Common Stock, we expect that Mr. Garg would have approximately 34. 9 % of the voting power of Common Stock. Given our current corporate governance structure, Mr. Garg has significant influence over our directors and leadership on an ongoing basis, notwithstanding unfavorable media coverage, challenging business conditions, potential conflicts with other affiliated entities, distraction from other pursuits, and personal litigation described below and elsewhere in this Annual Report. This continued relationship exposes us to particular risks and uncertainties regarding Mr. Garg' s control over our operations, both directly, as a stockholder and through various affiliates, which could materially and adversely affect our business, financial condition, results of operations, and prospects. Mr. Garg is or has been involved in litigation related to prior business activities that includes at least one allegation about Better. In one action, the plaintiff alleged, among other things, that our CEO breached his fiduciary duties to another company he co- founded prior to Better, misappropriated intellectual property and trade secrets, converted corporate funds, and failed to file corporate tax returns. Mr. Garg' s motion for partial summary judgment in that action was granted on April 13, 2023, resulting in the dismissal of certain breach of fiduciary duty claims, among others, including claims that he misappropriated intellectual property and trade secrets for use in his other companies. That dismissal is being appealed, and there is no assurance that the decision to dismiss these claims will be upheld. In another action, plaintiff- investors in a prior business venture alleged that they did not receive required accounting documentation, that our CEO misappropriated funds that should have been distributed to the plaintiff- investors, and that such funds could have been invested in Better. These litigations could divert Mr. Garg' s attention from our business regardless of the outcome of such litigations. In addition, following her separation from the Company in February 2022, on June 7, 2022, Sarah Pierce, Better' s former Head of Sales and Operations, filed litigation against Better, Mr. Garg, and Nicholas Calamari, our Chief Administrative Officer and Senior Counsel, in the United States District Court for the Southern District of New York, and on December 8, 2022, Ms. Pierce amended her complaint. The operative complaint, includes allegations of whistleblower retaliation related to, among other things, the December 2021 workforce reduction, and alleged violations of the securities laws related to statements made by our CEO regarding the Company' s financial prospects and performance, includes the following causes of action: (i) violation of New York Labor Law § 740 against the Company; (ii) violations of the Sarbanes- Oxley Act of 2002 (" Sarbanes- Oxley Act "); (iii) violation of Dodd- Frank; (iii) breach of fiduciary duty against Mr. Garg and Mr. Calamari; (iv) breach of fiduciary duty against Mr. Garg and Mr. Calamari; (v) defamation against Mr. Garg and the Company relating to comments made about Ms. Pierce' s work for the Company; (vi) defamation against the Company for statements made in the lawsuit regarding enforcement of Ms. Pierce' s loan; (viii) intentional infliction of emotional distress against Mr. Garg and Mr. Calamari; (viii) tortious interference against Mr. Garg and Mr. Calamari; and (ix) breach of contract against the Company. In addition, Ms. Pierce filed a claim with the Occupational Safety and Health Administration (" OSHA ") against Better for retaliation, which was dismissed by OSHA on August 29, 2022. On September 29, 2023, the Court dismissed the following claims: (i) her Sarbanes- Oxley claim; (ii) her Dodd- Frank claim; (iii) her breach of fiduciary duty claims; (iv) her defamation claim against the Company; (v) her claim of intentional infliction of emotional distress against Mr. Garg and Mr. Calamari; (vi) her breach of contract claim; and (vii) her tortious interference claim. Fact discovery has begun and Better and Mr. Garg intend to vigorously defend the remaining claims. On October 11, 2022, Better filed a summary judgment action in New York state court seeking to enforce the terms of the promissory notes signed by Ms. Pierce, requiring her to pay back a certain portion of the loan and return the remainder of her unvested options under the terms of the notes. Ms. Pierce' s counsel removed the action to New York federal court, where Better re- filed its motion. On September 29, 2023, the Court granted the Company' s motion and, on January 5, 2024, entered a judgment in favor of the Company, ordering Ms. Pierce to either: (i) pay the Company $ 2, 277, 000 in unpaid principal, and $ 483, 051. 93 in unpaid interest, plus additional interest through the date of repayment, plus reasonable costs and attorney' s fees; or (i) return 220, 500 unvested shares of common stock, make a payment of $ 1, 161, 270 in unpaid principal and $ 483, 051. 93 in unpaid interest, plus additional interest through the date of repayment, and reasonable costs and attorney' s fees. The Company is in the process of enforcing this judgment. There has been and will likely continue to be publicity regarding the litigation and claims discussed above, which could negatively affect our reputation. Our involvement in any of litigation discussed above could impose a significant cost and divert resources and the attention of Mr. Garg and other members of our executive management from our business, regardless of the outcome of such litigations. Such costs, together with the outcome of the actions if resolved unfavorably, could materially and adversely affect our business, financial condition, and results of operations. Further, depending upon the outcome of these litigations, our licenses, which are necessary to conduct our business, could be materially and adversely affected. Our CEO, in his personal capacity, has entered into a side letter with SB Northstar, pursuant to which he may be liable for realized losses or receive payments in certain circumstances from SB Northstar in connection with the Convertible Note, which could divert the resources and attention of our CEO from our

business, have a negative impact on his personal financial situation, and negatively impact the trading price of our Class A Common Stock. In connection with entry into the amendment to the SoftBank Subscription Agreement and the other amended transaction documents described elsewhere in this Annual Report, our CEO entered into a side letter with SB Northstar LP, a Cayman Islands exempted limited partnership and an affiliate of SoftBank Group Corp (" SB Northstar ") (the " Convertible Notes Side Letter "). Pursuant to the Convertible Notes Side Letter (i) our CEO agreed to use reasonable best efforts to assist SB Northstar in arranging alternative financing or syndicating its portion of the Convertible Note, (ii) our CEO agreed to indemnify SB Northstar for certain of its losses realized on the Convertible Note and (iii) SB Northstar agreed to pay over to our CEO certain gains realized on the Convertible Note, in each case of (i) through (iii), only in his personal capacity. Our CEO' s efforts and involvement in connection with the Convertible Notes Side Letter could impose a significant cost and divert resources and the attention of our CEO and other members of our executive management from our business. In addition, our CEO remains responsible, in certain circumstances, for all losses incurred by SB Northstar in respect of its Convertible Note position, which could require him to, among other things, sell a significant portion of his holdings in Common Stock, which could negatively impact the trading price of our Class A Common Stock. Our business is significantly impacted by interest rates. Changes in prevailing interest rates or U. S. monetary policies that affect interest rates may have a material adverse effect on our business, financial condition, results of operations, and prospects. Interest rate fluctuations have a significant effect on our results of operations and cash flows. Our financial performance is directly affected by changes in prevailing interest rates, which may subject our financial performance to substantial volatility. We are particularly affected by the policies of the U. S. Federal Reserve, which influence interest rates and impact the size of the loan production market. In 2021, the U. S. Federal Reserve ended its quantitative easing program and started its balance sheet reduction plan. The U. S. Federal Reserve' s balance sheet consists of U. S. Treasuries and mortgage- backed securities (" MBS ") issued by Fannie Mae, Freddie Mac and Ginnie Mae. In 2022, the U. S. Federal Reserve increased significantly its primary policy rate, which has and may continue to result in increased interest rates in the future. Since origination volumes tend to increase in declining interest rate environments and decrease in increasing rate environments, mortgage originators are exposed to cyclical changes as a result of shifts in interest rates, and there has been an overall compression in the mortgage market as a result of fluctuations in interest rates. Fluctuations in interest rates significantly impact every aspect of our operations: • Increases in interest rates beginning in April 2021 have led to a sizable reduction of the refinance market as fewer consumers are incentivized to refinance their loans. This has had a material adverse effect on revenues from our Refinance Loans as the market for these loans became more competitive. Higher interest rates have a similarly negative impact on our purchase mortgage loan business, as homeownership becomes more expensive and demand for homeownership loans fall. • Historically, we have sold the vast majority of our loans with servicing rights released, which means that we do not retain servicing rights and the income stream associated with such MSRs. Accordingly, since loan production comprises a relatively greater share of our revenue than other home mortgage originators who retain MSRs, our revenues would be more sensitive to rising interest rates, since the value of MSRs generally increase in a rising interest rate environment and that tends to offset, in part, the decline in refinancing and purchase loan production. • Interest rate lock commitments represent an agreement to extend credit to a customer where the interest rate is set prior to the loan funding. When loans are funded, they are classified as held for sale until they are sold. During the origination and sale process, the value of interest rate lock commitments and loans held for sale inventory rises and falls with changes in interest rates; for example, if we enter into interest rate lock commitments at low interest rates followed by an increase in interest rates in the market, the value of our interest rate lock commitment will decrease. The market value of a loan held for sale generally declines as interest rates rise, and fixed- rate loans, which make up a substantial portion of our loans, are more sensitive to changes in market interest rates than adjustable- rate loans. Such changes in the value of interest rate lock commitments and loans held for sale are recognized as a reduction in mortgage platform revenue, net, and accordingly affect our Gain on Sale Margin. • Changes in interest rates are also a key driver of the revenue we receive from the sale of MSRs, particularly because our portfolio is composed primarily of MSRs related to high- quality loans, the values of which are highly sensitive to changes in interest rates. Historically, the value of MSRs has increased when interest rates rise as higher interest rates lead to decreased prepayment rates, and has decreased when interest rates decline as lower interest rates lead to increased prepayment rates. As a result, decreases in interest rates could materially and adversely affect our business, financial condition, results of operations, and prospects. Our business and our mortgage loan origination revenues are highly dependent on macroeconomic and U. S. residential real estate market conditions, including those affecting the broader mortgage market. Deterioration of such conditions has had, and may continue to have, a negative impact on our loan origination volume, rate of growth and potential to again achieve profitability. Our success depends largely on the health of the U. S. residential real estate industry, which is seasonal, cyclical, and affected by changes in general economic conditions beyond our control. Economic factors such as increased interest rates, slow economic growth or recessionary conditions, the pace of home price appreciation or the lack of it, changes in household debt levels, and increased unemployment or stagnant or declining wages affect our customers' income and thus their ability to purchase homes and willingness to make loan payments and demand for loans and refinancing transactions. Market cycles and unpredictability may impact the mix and quantity of loans and other products that our customers demand, and as a result our results of operations may be adversely impacted. National or global events, including, but not limited to, rising interest rates and volatility in financial markets, can affect all such macroeconomic conditions. Additionally, during the financial crisis of 2008- 2009, for example, a decline ~~, and~~ in home prices led to an ~~investor could~~ increase in delinquencies and defaults, which led to further home price declines and ~~lose~~ losses ~~all or~~ for creditors ~~part of its investment~~ . ~~Additional risk~~ This depressed home loan production activity and general access to credit. Post- financial crisis, the disruption in the capital markets and secondary mortgage markets also reduced liquidity and loan purchaser demand for loans and mortgage- backed securities, while yield requirements for these products have increased. Deterioration in economic conditions would reduce consumers’ disposable income, which in turn would reduce consumer spending and willingness to take our loans. Any of the foregoing, if realized, would materially and adversely affect loan origination volume, which may in turn have a material adverse effect on our business, financial condition, results of operations and prospects. A disruption in the secondary home loan market would impact our ability to sell the loans that we produce and would have a material adverse effect on our business, financial condition, results of operations, and prospects. Demand in the secondary market for home loans and our ability to sell the loans that we produce depends on many factors that are beyond our control, including general economic conditions, the willingness of lenders to provide funding for and purchase home loans and changes in regulatory requirements. Our inability to sell the loans that we produce in the secondary market in a timely manner and on favorable terms would materially and adversely affect our business. In particular, market fluctuations may alter the types of loans and other products that we are able to sell. If it is not ~~presently known to~~ possible or economical for us ~~or~~ to continue selling the types of loans and other products that we currently ~~deem~~ sell, our business, financial condition, results of operations, and prospects could be materially and adversely affected. We are exposed to interest rate volatility, including from SOFR, which could result in higher- than- market interest rates and may have a ~~immaterial~~ -- material adverse effect on our business, financial condition, results of operations, and prospects. The U. S.- dollar London Inter- bank Offered Rate (“ LIBOR ”), was replaced with the Secured Oversight Financing Rate (“ SOFR ”), a new index calculated by reference to short- term repurchase agreements for U. S. Treasury securities. In light of guidance from the Alternative Reference Rate Committee, comprised of a broad set of industry regulators and market participants, we adopted SOFR as an index for the interest rate of our variable- rate indebtedness and the interest rate on the adjustable rate loans. However, because SOFR is a broad U. S. Treasury repurchase agreement financing rate that represents overnight secured funding transactions, it differs fundamentally from U. S.- dollar LIBOR. In addition, daily changes in SOFR have, on occasion, been more volatile than daily changes in other benchmark or market rates, including LIBOR, which results from the volatility of SOFR reflecting the underlying volatility of the overnight U. S. Treasury repurchase market. The Federal Reserve Bank of New York has at times conducted operations in the overnight U. S. Treasury repurchase market in order to help maintain the federal funds rate within a target range. There can be no assurance that the Federal Reserve Bank of New York will continue to conduct such operations in the future, and the duration and extent of any such operations is inherently uncertain. The effect of any such operations, or of the cessation of such operations to the extent they are commenced, is uncertain and could be materially adverse to investors or issuers or borrowers of SOFR- linked floating debt. If we are not able to effectively manage these and other risks associated with the use of SOFR, our business, financial condition, results of operations, and prospects could be materially and adversely affected. Our hedging strategies may not be successful in mitigating our risks associated with changes in interest rates, which could materially and adversely affect our earnings. Interest rate fluctuations have a significant effect on our results of operations and cash flows. The market value of loans held for sale and interest rate lock commitments (“ IRLCs ”) generally change along with interest rates. Rising mortgage rates can result in falling prices for these interest- rate- sensitive assets, which negatively affect their value. We actively engage in risk management policies to mitigate these risks. We operate under hedging practices designed to mitigate the effects of any fluctuations in interest rates on our financial position related to IRLCs and loans held for sale. We hedge our IRLCs and loans held for sale with forward to- be- announced securities. Our use of these hedge instruments exposes us to counterparty risk as they are not traded on regulated exchanges or guaranteed by an exchange or a clearinghouse and, consequently, there may not be the same level of protections with respect to margin requirements and positions and other requirements designed to protect both us and our counterparties. Furthermore, the enforceability of agreements underlying hedging transactions may depend on compliance with applicable statutory, commodity, and other regulatory requirements and, depending on the domicile of the counterparty, applicable international requirements. Consequently, if a counterparty fails to perform under a derivative agreement, we could incur a significant loss. Our derivative instruments are accounted for as free- standing derivatives and are included on our consolidated balance sheet at fair market value as either assets or liabilities. Our operating results may suffer because the losses on the derivatives we enter into may not be offset by a change in the fair value of the related hedged transaction. Our hedging strategies also rely on assumptions and projections regarding our assets and general market factors. Our hedging strategies could be improperly executed or poorly designed and not have their desired effect, any of which could actually increase our risk of losses, or result in margin calls that materially and adversely affect our cash reserves, or our ability to fund additional loans or otherwise operate our business. Further, the significant and atypical volatility in the current interest rate marketplace can materially and adversely affect the effectiveness of our offsets. Our hedging strategies also require us to provide cash margin to our hedging counterparties from time to time. Financial Industry Regulatory Authority, Inc., or FINRA, requires us to provide daily cash margin to (or receive daily cash margin from, depending on the daily value of related MBS) our hedging counterparties from time to time. The collection of daily margin between us and our hedging counterparties could, under certain market conditions, materially and adversely affect our short- term liquidity and cash- on- hand. Our hedging activities in the future may include entering into interest rate swaps, caps and floors, options to purchase these items, purchasing or selling U. S. Treasury securities, foreign currency exchange strategies, and / or other tools and strategies. These hedging decisions will be determined in light of the facts and circumstances existing at the time and may differ from our current hedging strategy. These hedging strategies may be less effective than our current hedging strategies in mitigating the risks described above, which could materially and adversely affect our business, financial condition, results of operations, and prospects. We produce loans eligible for sale to Fannie Mae and Freddie Mac, and loans eligible for government insurance or guarantee through the FHA and VA. Currently, a significant portion of the loans that we sell are purchased by Fannie Mae or Freddie Mac. For the years ended December 31, 2023 and 2022, 96 % and 94 %, respectively, of our Total Loans, excluding HELOC loans, conformed to GSE standards. We believe that the portion of our loans purchased by the GSEs was elevated in 2020 due to a decline in activity by private purchasers arising from market conditions at the onset of the COVID- 19 pandemic, but as conditions stabilized, private purchasers improved their pricing and began purchasing a greater share of our loan volume in 2021. In 2021, we increased the share of our loans purchased by private purchasers, and maintained a higher share of loans purchased by private purchasers in 2022 and 2023 compared to 2020. Nevertheless, as a consequence of the variability and concentrated nature of our customer base in the secondary market for our loan production, the loss of one of our purchasers of our loan production would materially and adversely affect our revenue. Since 2008, Fannie Mae and Freddie Mac have operated under the control and direction of the FHFA as their conservator. There is significant uncertainty regarding the future of the GSEs, including with respect to how long they will continue to be in existence, the extent of their roles in the market and what forms they will have, and whether they will be government agencies, government- sponsored agencies or private for-profit entities. Since they have been placed into conservatorship, many legislative and administrative proposals for GSE reform have been put forth, but have not been implemented in full. The extent and timing of any regulatory reform regarding the GSEs and the U. S. housing finance market, as well as any effect on our business, financial condition, results of operations, and prospects, are uncertain. It is not yet possible to determine whether or when such proposals will be enacted. In addition, it is uncertain what form any final legislation or policies might take or how proposals, legislation or policies may impact our business. Our inability to make the necessary adjustments to respond to these changing market conditions or loss of our approved seller / servicer status with the GSEs would materially and adversely affect our business, financial condition, results of operations, and prospects. If those agencies cease to exist, wind down or otherwise significantly change their business operations or if we lost approvals with those agencies or our relationships with those agencies are otherwise adversely affected, we would seek alternative secondary market participants to acquire our loans at a volume sufficient to maintain our business. If such participants are not available on reasonably comparable economic terms, the above changes could have a material adverse effect on our ability to profitably sell loans we produce that are securitized through Fannie Mae and Freddie Mac. Changes in the GSEs', the FHA' s or the VA' s requirements could materially and adversely affect our business. We are required to follow specific guidelines and eligibility standards that impact the way we produce and service GSE and U. S. government agency loans, including guidelines and standards with respect to: • credit standards for mortgage loans; • our default and claims rates on recently produced FHA loans; • our staffing levels and other servicing practices; • the servicing and ancillary fees that we may charge; • our modification standards and procedures; • the amount of reimbursable and non-reimbursable advances that we may make; and • the types of loan products that are eligible for sale or securitization. Changes to GSE and U. S. government agency rules and guidance can materially and adversely impact the loans that we are able to produce and sell and / or insure, as well as the servicing decisions and actions that we are required to undertake. Changes to GSE, FHA, and VA requirements in response to the COVID- 19 pandemic demonstrate this risk. For example, during the pandemic, both the GSEs and FHA issued guidance on the restrictive conditions under which they would purchase or insure loans going into forbearance pursuant to the CARES Act shortly after the loan was produced, but before the loan was purchased by a GSE or insured by the FHA. Moreover, even if loan purchasers and agencies were willing to purchase or insure loans to borrowers who were impacted by the COVID- 19 pandemic, they could adjust loan terms that made additional borrowing less attractive to consumers. For instance, during the pandemic, the GSEs announced significant loan- level price adjustments for first- time home buyers and other eligible consumers, implemented operational flexibility that was later revoked, and tightened underwriting criteria. Such changes could significantly slow loan production growth. The GSEs' COVID- 19 specific loan sale restrictions generally were retired by the first quarter of 2023, while certain FHA COVID- 19 specific restrictions remain in effect. In addition, further changes to Fannie Mae and Freddie Mac, the FHA or VA loan programs, or coverage provided by private mortgage insurers, could also have broad material and adverse market implications. Any future increases in guarantee fees or changes to their structure or increases in the premiums we are required to pay to the FHA, VA or private mortgage insurers for insurance or for guarantees could increase loan production costs and insurance premiums for our customers. These industry changes could negatively affect demand for our mortgage product offerings and consequently our production volume, which could materially and adversely affect our business. We cannot predict whether the impact of any proposals to move Fannie Mae and Freddie Mac out of conservatorship would require them to increase their fees. For further discussion, see " — Risks Related to Our Market, Industry, and General Economic Conditions — Our business is highly dependent on Fannie Mae and Freddie Mac and certain other U. S. government agencies, and any changes in these entities or their current roles could have a material adverse effect on our business. " Failure to comply with underwriting guidelines of GSEs or non- GSE loan purchasers or insurers / guarantors could materially and adversely impact our business. We must comply with the underwriting guidelines of the GSEs in order to successfully produce GSE loans, an area in which we have a substantial business. We also must comply with the underwriting guidelines of federal agency insurers / guarantors, such as the FHA and VA. If we fail to do so, we may be required to repurchase these loans, indemnify the insurers / guarantors, or be subject to other penalties or remedial measures. In addition, we could be subject to allegations of violations of the False Claims Act (" FCA ") and the Financial Institutions Reform, Recovery, and Enforcement Act (" FIRREA ") asserting that we submitted claims for insurance on loans that had not been underwritten in accordance with applicable underwriting guidelines. Violations of the FCA carry civil penalties linked to inflation and, in some cases, treble the amount of the government' s damages. If we are found to have violated GSE underwriting guidelines, we could face regulatory penalties and damages in litigation, suffer reputational damage and we could incur losses due to an inability to collect on such insurance, any of which could materially and adversely impact our business, financial condition, results of operations, or prospects. If we fail to meet the underwriting guidelines of the GSEs, federal agency insurers / guarantors, or of non- GSE loan purchasers we could lose our ability to underwrite and / or receive insurance / guaranty on loans for such loan purchasers and insurers / guarantors, which could have a material adverse effect on our business, financial condition, results of operations, and prospects. For example, during the Obama administration, the federal government initiated a number of actions against mortgage loan lenders and servicers alleging violations of the FIRREA and FCA. Some of the actions against lenders alleged that the lenders sold defective loans to Fannie Mae and Freddie Mac, while representing that the loans complied with the GSEs' underwriting guidelines. The federal government has also brought actions against lenders asserting that they submitted claims for FHA- insured loans that the lender falsely certified to HUD met FHA underwriting requirements that resulted in FHA paying out millions of dollars in insurance claims to cover the defaulted loans. Because these actions carry the possibility for treble damages, many have resulted in settlements totaling in the hundreds of millions of dollars, as well as required lenders and servicers to make significant changes in their practices. On March 12, 2023, Fannie Mae notified us that we had failed to meet their additional financial requirements due to our decline in profitability and material decline in net worth. The material decline in net worth and decline in profitability permit Fannie Mae to declare a breach of our contract with them. Following certain forbearance agreements from Fannie Mae regarding additional financial requirements, we remain in compliance with these additional financial requirements as of the date hereof. Fannie Mae and other regulators and GSEs are not required to grant any such forbearance, amendment, extension, or waiver and may determine not to do so in the future. For further discussion, see " — Risks Related to Our Operating History, Business Model, Growth and Financial Condition — We depend on our ability to sell loans and MSRs in the secondary market to a limited number of loan purchasers and to the GSEs and other secondary market participants for each relevant product. If our ability to sell loans and MSRs is impaired, our ability to produce loans and related MSRs would be materially and adversely affected. " Our underwriting guidelines may not be able to accurately predict the likelihood of defaults on the mortgage loans in our portfolio, which could have a material adverse effect on our business, financial condition, liquidity and results of operations. We originate and sell primarily conforming loans and other non- agency- eligible residential mortgage loans. Conforming loans are underwritten in accordance with guidelines defined by the agencies, as well as additional requirements in some cases, designed to predict a borrower' s ability and willingness to repay. Notwithstanding these standards, our underwriting guidelines may not always correlate with mortgage loan defaults. For example, FICO scores, which we obtain on a substantial majority of our loans, purport only to be a measurement of the relative degree of risk a borrower represents to a lender (i. e., that a borrower with a higher score is statistically expected to be less likely to default in payment than a borrower with a lower score). Underwriting guidelines cannot predict two of the most common reasons for a default on a mortgage loan: loss of employment and serious medical illness. Any increase in default rates could have a material adverse effect on our business, financial condition, liquidity and results of operations. In addition, if a mortgage loan or MSR does not comply with underwriting standards or representations and warranties we give to loan purchasers, we could be required to repurchase the loan or MSR, and / or indemnify secondary market purchasers for losses. Reserves we maintain for this purpose may not be sufficient to fund such claims. For more information, see " — Risks Related to Our Operating History, Business Model, Growth and Financial Condition — We have been and may in the future be required to repurchase or substitute loans or MSRs that we have sold or indemnify purchasers of our loans or MSRs if we breach representations and warranties. " Challenges to the Mortgage Electronic Registration System could materially and adversely affect our business, financial condition, results of operations, and prospects. MERSCORP, Inc. is a privately held company that maintains an electronic registry, which tracks servicing rights and ownership of home loans in the United States. Mortgage Electronic Registration Systems, Inc. (" MERS "), a wholly owned subsidiary of MERSCORP, Inc., can serve as a nominee for the owner of a home loan and in that role initiate foreclosures or become the mortgagee of record for the loan in local land records. We have in the past and may continue to use MERS as a nominee. The Mortgage Electronic Registration System (the " MERS System ") is widely used by participants in the mortgage finance industry. Several legal challenges in the courts and by governmental authorities have been made disputing MERS' s ownership and enforceability of mortgage loans registered in its name, and accordingly its legal standing to initiate foreclosures or act as nominee for lenders in loans and deeds of trust recorded in local land records. Currently, MERS is the primary defendant in several class action lawsuits in various state jurisdictions, where the plaintiffs allege improper mortgage assignment and the failure to pay recording fees in violation of state recording statutes. The plaintiffs in such actions generally seek restitution, compensatory and punitive damages, recordation of all assignments, and appropriate attorneys' fees and costs. An adverse decision in any jurisdiction may delay the foreclosure process in other jurisdictions. These challenges have focused public attention on MERS and on how home loans are recorded in local land records. Although most legal decisions have accepted MERS as mortgagee, these challenges could result in delays and additional costs in commencing, prosecuting, and completing foreclosure proceedings, conducting foreclosure sales of mortgaged properties, and submitting proofs of claim in customer bankruptcy cases. Our business is subject to the risks of catastrophic events such as earthquakes, fires, floods and other natural catastrophic events, interruption by man- made issues such as strikes, cyberattacks and terrorist attacks. Our systems and operations are vulnerable to damage or interruption from earthquakes, fires, floods, power losses, telecommunications failures, strikes, health pandemics, cyberattacks, terrorist attacks, and similar events. Disease outbreaks have occurred in the past (including severe acute respiratory syndrome, avian flu, H1N1 / 09 flu, and COVID- 19) and any prolonged occurrence of infectious disease or other adverse public health developments could have a material adverse effect on the macro economy and / or our business operations. In addition, strikes, terrorist attacks, and other geopolitical unrest could cause disruptions in our business and lead to interruptions, delays, or loss of critical data. These types of catastrophic events could also affect our loan servicing costs, increase our recoverable and our non- recoverable servicing advances, increase servicing defaults, and negatively affect the value of our MSRs. We may not have sufficient protection or recovery plans in certain circumstances, such as natural disasters or terrorist attacks affecting areas where our operations are located, and our business interruption insurance may be insufficient to compensate us for losses that may occur. Additionally, if such events lead to a prolonged economic slowdown, recession or declining real estate values, they could impair the performance of our investments and materially and adversely affect our business, financial condition, results of operations, and prospects, increase our funding costs, limit our access to the capital markets or result in a decision by lenders not to extend credit to us. As a result, any such attacks may materially and adversely impact our performance. Losses resulting from these types of events may not be fully insurable. Risks Related to Our Global Operations We have expanded our business and operations through acquisitions in the United Kingdom and will face challenges in continuing to develop operations in a cross- border market where we have limited operating experience. We have expanded our business and operations through acquisitions in the United Kingdom. During the third quarter of 2021, we acquired two internet- enabled real estate finance businesses, during the first quarter of 2023, we acquired a lending entity and during the second quarter of 2023, we acquired Birmingham Bank, a bank in the United Kingdom. We did not have material operations in the United Kingdom prior to 2021 and have primarily entered the market by acquiring other entities. There can be no assurance that our management team’ s experience operating in the United States will enable us to successfully operate businesses in the United Kingdom and no assurance that we will be able to successfully incorporate these entities into the Better Home & Finance ecosystem. Additionally, our management team has limited experience with operating a bank, which will compound the challenges of successfully managing the operations of Birmingham Bank and realizing the benefits of this acquisition. We may need to localize our business practices, culture, and operations and there can be no assurance that we will develop the necessary expertise to compete effectively against incumbent firms. We may also face protectionist policies that could ~~impair our business or results of operations. Risks Relating to Consummation of a Business Combination Transaction Our initial shareholders have agreed to vote in favor of our initial business combination, regardless of how our public shareholders vote. The Sponsor and the major Aurora shareholders (consisting of Shravin Mittal who owns his shares through Unbound HoldCo Ltd. and is also a member of the board of directors of Aurora), have agreed to~~ , among other things, ~~vote in~~ hinder our ability to execute our business strategies, and put us at a competitive disadvantage relative to domestic companies. Failure to manage these risks and challenges could negatively affect our ability to expand our international and cross- border businesses and operations as well as materially and adversely affect our business, financial condition, and results of operations, both ~~favor~~ -- for these newly acquired entities and for our business as a whole. Our acquisitions in the United Kingdom, including that of Birmingham Bank, subject us to laws and regulations with which we have limited experience, which could increase our costs associated with compliance and individually or in the aggregate adversely affect our business. We are subject to laws and regulations affecting our domestic and international operations in a number of areas, including in the United Kingdom, where we operate in highly regulated industries. These U. S. and U. K. laws and regulations affect the Company’ s activities including, but not limited to, in areas of employment, advertising, digital content, consumer protection, real estate, billing, e- commerce, promotions, intellectual property, tax, anti- corruption, foreign exchange controls and cash repatriation restrictions, data privacy, anti- competition, health and safety, and vacation packaging. Compliance with these laws, regulations and similar requirements may be onerous and expensive, and the required conduct to comply with law and regulations may be inconsistent across jurisdictions, further increasing the costs of compliance and doing business. In particular, our acquisition of Birmingham Bank, which was completed in the second quarter of 2023, may require us as the stockholder of the bank to assist the bank in complying with certain other laws and regulations applicable to banks, including regulation of the bank by the Prudential Regulation Authority and the Financial Conduct Authority. We have not previously been engaged in banking activities or subject to banking regulations, particularly those of the United Kingdom, and we may face additional risks and costs as a result of this recent international expansion. If the bank is unable to effectively comply with regulatory requirements in the United Kingdom, or if the cost of such compliance exceeds our expectations, our results of operation and financial condition could be materially and adversely affected. We have global operations that could be materially and adversely affected by changes in political or economic stability or by government policies in the U. S., United Kingdom, India or globally. As of December 31, 2023, we had operations, including approximately 41 % of our workforce, located in India, which is subject to relatively higher degrees of political and social instability and may lack the infrastructure to withstand political unrest or natural disasters. As of December 31, 2023, approximately 18 % of our workforce was located in the United Kingdom, which is subject to political or economic risks potentially more challenging and uncorrelated to the U. S. business. The political or regulatory climate in the United States, or elsewhere, also could change so that it would not be lawful or practical for us to use international operations in the manner in which we currently use ~~the~~ them ~~Merger Agreement~~ . In many foreign countries, particularly in those with developing economies, it may be common to engage in business practices that are prohibited by laws and regulations applicable to us, such as the Foreign Corrupt Practices Act of 1977, as amended (the “ FCPA ”). Any violations of the FCPA or local anti- corruption laws by us, our subsidiaries or our local agents in India or elsewhere could have a material adverse effect on our business, financial condition, results of operations, and prospects, as well as our reputation, and result in substantial financial penalties or other sanctions. Certain activities that we may wish to perform offshore may require state licensure or may not be permitted by the agencies, due to the use of ~~and~~ an offshore entity. If we had to curtail or cease operations in India or the United Kingdom and transfer some or all of ~~the~~ these operations to another geographic area, we would incur significant ~~transactions~~ transition ~~contemplated thereby,~~ costs as well as higher future overhead costs that could materially and adversely affect our business, financial condition, results of operations, and prospects. Risks Related to ~~waive~~ Our Products and Our Customers We face intense competition that could materially and adversely affect us. Competition in the mortgage, title, insurance, real estate brokerage and other markets in which we operate is intense. In addition, the mortgage and other consumer lending business is highly fragmented and dominated by legacy players. Some of our competitors may have more name recognition and greater financial and other resources than we have (including access to capital). Other of our competitors, such as correspondent lenders who produce loans using their own funds, may have more operational flexibility in approving loans. Commercial banks and savings institutions may also have significantly greater access to potential customers given their deposit- taking and other banking functions. Also, some of these competitors are less reliant than we are on the sale of mortgage loans into the secondary markets to maintain their liquidity and may be able to participate in government programs that we are unable to participate in because we are not a state or federally chartered depository institution, all of which may place us at a competitive disadvantage. Additionally, we operate at a competitive disadvantage to U. S. federal banks and thrifts and their subsidiaries because they enjoy federal ~~redemption~~ preemption from compliance ~~rights in connection~~ with state law and, as a result, conduct ~~the~~ their ~~consummation of the Proposed Business~~ business ~~Combination~~ under relatively uniform U. S. federal rules and standards and are generally not subject to the mortgage- related laws of the states in which they do business. Unlike our federally chartered competitors, we are generally subject to all state and local laws applicable to lenders in each jurisdiction in which we operate, and we are sensitive to regulatory changes that may increase our costs or limit our activities, such as more restrictive licensing, disclosure, or fee- related laws, or laws that may impose conditions to licensing that we or our personnel are unable to meet. To compete effectively, we must have a very high level of operational, technological and managerial expertise, as well as access to capital at a competitive cost. In addition, many commercial banks and other mortgage market participants offer consumers home mortgage loans while also providing us warehouse lines of credit that fund our loan production. This competition with ~~respect to~~ our principal sources of funding may materially and adversely affect our business. Further, we compete with other mortgage originators and other businesses across the broader real estate and mortgage industry for those consumers that consider obtaining loans online. Digitally native home buying technology platforms are increasingly moving into the loan production space. Such online mortgage originators and digitally native entrants primarily compete on price and on the speed of the loan application, underwriting and approval process, and any ~~ordinary shares held~~ increase in these competitive pressures could materially and adversely affect our business, including as a result of higher performance marketing and advertising spend due to greater demand for customer leads. Competition in our industry can take many forms, including the variety of loan programs being made available, interest rates and fees charged for a loan, convenience in obtaining a loan, customer service levels, the amount and term of a loan and marketing and distribution channels. Fluctuations in interest rates and general economic conditions may also materially and adversely affect our competitive position. During periods of rising rates, competitors that have locked in low borrowing costs may have a competitive advantage. Furthermore, a cyclical decline in the industry’ s overall level of loan producers, or decreased demand for loans due to a higher interest rate environment, may lead to increased competition for the remaining loans. Additionally, more restrictive loan underwriting standards have resulted in a more homogenous product offering, which has increased competition across the mortgage loan industry for loan originations. Furthermore, our existing and potential competitors may decide to modify their business models to compete more directly with our loan origination and servicing models. Since the withdrawal of a number of large participants from these markets following the 2008- 2009 financial crisis, there have been relatively few large nonbank participants. In addition, technological advances and heightened e- commerce activities have increased consumers’ accessibility to products and services. This has intensified competition among banks and non- banks in offering mortgage loans. Any increase in these competitive pressures could materially and adversely affect our business. Our success and ability to develop our business depend on retaining and expanding our customer base. If we fail to add new customers, our business, financial condition or operating results, and prospects could be materially and adversely affected. Our business model is primarily based on our ability to enable consumers to purchase a home or refinance an existing mortgage through our platform in a seamless, transparent, and hassle- free transaction. We previously experienced significant customer growth in 2020 and the first half of 2021; however, our prior growth has reversed, we may not be able to grow our business and our customer base could shrink over time. Our ability to attract new customers depends, in large part, on our ability to continue to provide, and be perceived as providing, seamless and superior customer experiences and competitive pricing. In order to maintain this perception, we may be required to incur costs related to improving our customer service, increasing our marketing and advertising spend, as well as reducing the interest rates on our loan production more or more quickly than our competitors, any of which could result in lower revenues or lower profitability. In addition, there is no assurance that any of these actions will achieve their desired effect. If we fail to remain competitive on customer experience or pricing, our ability to grow our business and generate further revenue by attracting customers may be materially and adversely affected. In addition to attracting new customers to Better Home & Finance, we also aim to attract existing customers when they begin searching for a new home purchase or when they seek to refinance their previous loans. We may not be able to attract such repeat customers for a variety of reasons, including but not limited to their dissatisfaction with a previous loan experience and ~~them~~ the perception or ability to offer attractive loan products. If we fail to attract repeat customers for any reason , ~~in~~ our ability to grow our business

and generate further revenue may be materially and adversely affected. Other factors that could materially and adversely affect our ability to grow our customer base include: • elevated interest rates decrease the propensity of customers to obtain home finance products; • we fail to purchase, or maintain eligibility to purchase, leads from third-party sites, or effectively use ~~each~~ **search** ~~case~~ **engines** , **social media platforms, content- based online marketing and other online sources for generating traffic to our website; • potential customers in a particular market generally do not meet our underwriting guidelines; • competitors offer similar or more attractive platforms and products than we have or offer better pricing than we do; • our platform experiences disruptions; • we suffer reputational harm to our brand resulting from negative publicity, whether accurate or inaccurate; • we fail to offer new and competitive product offerings; • customers have difficulty accessing our website on mobile devices or web browsers as a result of actions by us or third parties; • technical or other problems frustrate the customer experience, particularly if those problems prevent us from generating quotes or paying claims in a fast and reliable manner; • we are unable to address customer concerns regarding the content, privacy, and security of our platform; or • we are unable to obtain or maintain required licenses to operate in certain jurisdictions. Our inability to overcome these challenges could impair our ability to attract new customers and retain existing customers, and could materially and adversely affect our business, financial condition, results of operations, and prospects. We derive almost all of our revenue from our mortgage loan production business, which we refer to as Home Finance, and other related services. We are, and intend to continue, developing new products and refining existing products. Our failure to accurately predict demand or growth of new or existing products or predict and adapt to changes in the mortgage market and macro environment could materially and adversely affect our business, financial condition, results of operations, and prospects. We derive almost all of our revenue from our mortgage loan production business, which we refer to as Home Finance, and other related services. We believe that to remain competitive, we must continually expend resources to enhance and improve our technology, product offerings and product lines. Accordingly, we expect to continue to enhance our automated processes, grow our purchase business and improve cross- sell of non- mortgage products across our homeownership platform (** subject to **any applicable affiliated business arrangement or** ~~the~~ **other** ~~terms and conditions contemplated by~~ **disclosure or business restrictions), but** ~~the~~ **there is no assurance that any** ~~Aurora holder support agreement, dated as~~ of ~~May 10, 2021. The ordinary shares held by the~~ **these** ~~Sponsor~~ **actions** will **achieve** ~~be excluded from the~~ **their desired effect** ~~pro rata calculation used to determine the per-share redemption price. The Sponsor and Shravin Mittal, who owns his shares through Unbound HoldCo Ltd., own 68. 7 % and 11. 1 % of the issued and outstanding ordinary shares, respectively. Accordingly, pursuant to the Aurora holder support agreement, the agreement by our~~ - **or** ~~Sponsor and major Aurora shareholders to vote in favor of our initial business combination will increase the likelihood~~ that we will ~~receive~~ **accurately predict and adapt to demand or growth of new or existing products or predict and adapt to changes in the mortgage market and macro environment. For more information, see " Management' s Discussion and Analysis of Financial Condition and Results of Operations — Factors Affecting Our Performance " and " — Risks Related to Our Operating History, Business Model, Growth and Financial Condition — We have a history of operating losses, have not been able to maintain profitability achieved in 2020 and early 2021 and may not achieve and maintain profitability in the future. " We have invested significant resources in developing new and refining existing tools, features, services, products and** ~~the~~ **other** ~~requisite shareholder~~ **product offerings and, despite our reductions in near- term spending, remain focused on identifying and building out our long- term growth areas. In addition, we are also focusing on expanding our Better Plus business lines, including: our network of third- party real estate agents, under our Better Real Estate offering; our insurance partners, title insurance and settlement services under our Better Settlement Services offering; and our homeowners insurance product under our Better Cover offering. Furthermore, we have expanded internationally in the United Kingdom, as described elsewhere in this Annual Report. Changes to existing product offerings or new initiatives are inherently risky. In particular, new product offerings involve unproven business strategies and areas with which we have limited or no prior development or operating experience. Risks from our initiatives include those associated with potential defects in the existing design and development of the technologies used to automate processes, misapplication of technologies, the reliance on data that may prove inadequate, failure to meet customer expectations and distraction of management from core offerings, and legal and regulatory risks, among others. Volume- based sales incentives may incentivize sales of Better Plus products that could be deemed inappropriate, even if our policies are intended to prevent such sales, which could subject us to reputational, business or legal harms that could impact all of the services we offer, including our core loan production business. As a result of these risks, we could experience increased claims, reputational damage or other adverse effects (such as regulator, investor, or insurer scrutiny and findings), which could be material. Additionally, we can provide no assurance that we will be able to develop, obtain regulatory** approval for **, commercially market and achieve acceptance** ~~such initial business combination. The ability~~ of **our new product offerings. In addition, our investment of resources to develop new product offerings may either be insufficient** ~~our~~ - **or** ~~public shareholders~~ **result in expenses that are excessive in light of revenue actually produced from these new product offerings. In addition, refinement of existing product offerings may not result in commensurate improvement of customer service or expansion of revenue actually produced from these refined existing product offerings. Finally, the margins on any new products or services we offer may not be as attractive as the margins we maintain presently. Failure** to ~~exercise redemption rights~~ **accurately predict demand or growth** with respect to ~~a large number of~~ our ~~shares~~ **existing and new product offerings** could **materially and adversely affect our business, financial condition, results of operations, and prospects, and there is always risk that our existing or new product offerings will be less profitable than we expect, will** increase **our costs or will decrease our operating margins or take longer than anticipated to achieve target margins. Further, our development efforts with respect to** ~~the~~ **these** ~~probability~~ **initiatives could distract management from current operations and could divert capital and other resources from our**

existing business. In addition, the profile of potential customers using our new product offerings may not be as attractive as the profile of the customers that **we currently serve, which may lead to higher levels of delinquencies** ~~our~~ **or** ~~initial~~ **defaults than we have historically experienced. If we do not realize the expected benefits of our investments, our** business ~~combination~~ **, financial condition, results of operations, and prospects, could be materially and adversely affected. Our loans to customers originated outside of Fannie Mae or Freddie Mac guidelines or the guidelines of the FHA or VA involve a high degree of business and financial risk, which can result in substantial losses that could materially and adversely affect our business, financial condition, results of operations, and prospects. Loans originated outside of Fannie Mae or Freddie Mac guidelines, or the guidelines of the FHA or VA (" non- conforming loans "), are sold to private investors and other entities. If we are unable to sell such loans to private investors, we may be required to hold such loans for an extended period. For these non- conforming loans, a customer' s ability to repay their non- conforming loan may be adversely impacted by numerous factors, including a healthcare event of the borrower, a change in the borrower' s employment or other negative local or more general economic conditions. Deterioration in a customer' s financial condition and prospects may be accompanied by deterioration in the value of the collateral for the non- conforming loan. Some of the non- conforming loans we produce have been, and in the future could be, made to customers who do not live in the mortgaged property. These non- conforming loans secured by rental or investment properties tend to default more than non- conforming loans secured by properties regularly occupied or used by the customer. In a default, customers not occupying the mortgaged property may be more likely to abandon the property, increasing our financial exposure. In addition, some loans that we produce that we believe will be conforming loans may not meet Fannie Mae or Freddie Mac guidelines, or the guidelines of the FHA or VA, in which case we** would be ~~unsuccessful~~ **subject to a high degree of business** and **financial risk. See " — Risks Related to Our Operating History, Business Model, Growth and Financial Condition — We have been and may in the future be required to repurchase or substitute loans or MSRs** that **we** ~~a public shareholder would~~ have **sold or indemnify purchasers of our loans or MSRs if we breach representations and warranties. " The geographic concentration of our loan production and factors adversely affecting those geographic areas may adversely affect our financial condition and results of operations. For our loan products offered through Home Finance, as of March 13, 2024, we are licensed** to ~~wait~~ **operate in all 50 states and the District of Columbia across various credit and income profiles. For the fiscal years ended December 31, 2023 and 2022, respectively, approximately 32 % and 36 % of our Funded Loan Volume was secured by properties concentrated in three states: California (approximately 9 % and 15 %, respectively), Texas (approximately 11 % and 11 %, respectively) and Florida (approximately 11 % and 10 %, respectively). No other state represented more than 8 % of our Funded Loan Volume** for **the periods presented** ~~liquidation in order to redeem its stock~~ . ~~The Merger Agreement requires us to~~ **To the extent that these states in the future experience weaker economic conditions or greater rates of decline in real estate values than the United States generally, the concentration of loans that we produce in those states may decrease and materially and adversely affect our business. Additionally, if states in which we** have **greater concentrations** ~~a minimum amount~~ of ~~cash at closing, which increases the probability that the Proposed Business~~ **business** ~~Combination would be unsuccessful. If the Proposed Business Combination is unsuccessful, a public shareholder would not receive its pro rata portion of the Trust Account until we liquidate the Trust Account. If a public shareholder is in need of immediate liquidity, such public shareholder could attempt to sell its shares in the open market; however, at such time our stock may trade at a discount to the pro rata amount per share in the Trust Account. In either situation, a public shareholder may suffer a material loss on its investment or lose the benefit of funds expected in connection with our redemption until we liquidate or such public shareholder is able to sell its shares in the open market. A significant number of public shares~~ were **to change** ~~redeemed in connection with the~~ **their** ~~Extension. As a result~~ **licensing or other regulatory requirements to make our business cost- prohibitive** , we may **be required to stop doing business in those states or may be subject to a higher cost of doing business in those states, which could materially and adversely affect our business, financial condition, results of operations, or prospects. The " Better " or " Better Home & Finance " brand may not become as widely known as competitors' brands and the brand may become tarnished from negative public opinion, which could damage our reputation and materially and adversely affect our earnings. Many of our competitors** have ~~insufficient cash~~ **brands that are well recognized. As a relatively new entrant into the homeownership market, we have spent and need** to ~~meet~~ **continue to spend considerable money and** ~~the~~ **other** ~~Nasdaq listing requirements~~ **resources to create awareness of our product offerings, build our reputation, and generate goodwill. We may not be able to build awareness around the " Better " or " Better Home & Finance " brand, and our efforts at building, maintaining and enhancing our reputation or generating goodwill could fail. Our actual or perceived failure to address various issues could give rise to reputational risk that could cause harm to us and the " Better " and " Better Home & Finance " brand and materially and adversely affect our reputation and business. These issues include complaints or negative publicity about our business practices, our marketing and advertising activities, our compliance with applicable laws and regulations, the integrity of the data that we provide to customers or business partners, data privacy and cybersecurity issues, our employees and senior management, litigation to which our CEO is subject, the series of workforce reductions that began in December 2021 or other workforce reductions, negative media coverage associated with our CEO, our failure to implement workplace changes following such coverage, the our CEO' s temporary leave, and other aspects of our business. As we expand our product offerings and enter new markets, we need to establish our reputation with new customers, and to the extent we are not successful in creating positive impressions or inadvertently create negative impressions, our business in these newer markets could be materially and adversely affected** . There can be no assurance that we will be able to ~~obtain sufficient~~ **maintain or enhance our reputation, and failure to do so could materially and adversely affect our business, results of operations, financial condition, and prospects. If we fail to deal with, or appear to fail to deal with, various issues that may give rise to reputational risk, we could**

materially and adversely affect our business. Negative public opinion can result from actions taken by government regulators, community organizations, the CFPB complaints database and from media coverage and social media, whether accurate or not. As a consumer- facing financial company, we have received negative comment and media attention from time to time, and we expect this to continue in the future. Reputational risk could materially and adversely affect our financial condition and business, strain our working relationships with regulators and government agencies, expose us to litigation and regulatory action, impact our ability to attract and retain customers, trading counterparties, commercial partners, investors and associates and materially and adversely affect our business, financial condition, liquidity and results of operations. In ~~additional~~ -- addition, our ability to attract and retain customers is highly dependent upon the external perceptions of our level of service, trustworthiness, business practices, ~~financing~~ financial ~~to satisfy~~ condition, and other subjective qualities. Negative perceptions or publicity regarding these ~~requirements~~ matters — even if related to seemingly isolated incidents, or even if related to practices not specific to the production or servicing of loans, such as debt collection — could erode trust and confidence and damage ~~or~~ our reputation among existing and potential customers. In turn, this could decrease our Funded Loan Volume and the demand for our products, increase regulatory scrutiny, and materially and adversely affect our business. Fraud could result in significant financial losses and harm to our reputation. In deciding whether to approve loans or to enter into other transactions across our businesses with customers and counterparties, we rely on information furnished to us by or on behalf of customers and such counterparties, including credit applications, property appraisals, title information and valuation, employment and income documentation, and other financial information. We also rely on representations of customers and such counterparties as to the accuracy and completeness of that information. If any of this information is intentionally or negligently misrepresented and such ~~financing will~~ misrepresentation is not detected prior to loan funding, the fair value of the loan may be ~~available on acceptable terms or at all. As a result of the significant~~ significantly ~~number of redemptions of public shares in connection with~~ lower than expected or it may not be possible for us to sell the ~~Extension~~ loan. Additionally , there is a risk that , ~~at~~ following the date of the credit report that we obtain and review, a borrower may have become delinquent in the payment of an outstanding obligation, defaulted on a pre- existing debt obligation, taken on additional debt, lost his or her job or other sources of income, or sustained other adverse financial events. We use automated underwriting engines from Fannie Mae and Freddie ~~March~~ -- Mac ~~31~~ to assist us in determining if a loan applicant is creditworthy , ~~2023~~ as well as other proprietary and third- party tools and safeguards to detect and prevent fraud. We are unable , however, to prevent every instance of fraud that may be engaged in by our customers or team members, and any seller, real estate broker, notary, settlement agent, appraiser, title agent or third- party originator that misrepresents facts about a loan, including the information contained in the loan application, property valuation, title information and employment and income stated on the loan application. In addition, such persons or entities may misrepresent facts about a mortgage loan, including the information contained in the loan application, property appraisal, title information and employment and income stated on the loan application. If any of this information was intentionally or negligently misrepresented and such misrepresentation was not detected prior to the acquisition or closing of the loan, the value of the loan could be significantly lower than expected, resulting in a loan being approved in circumstances where it would not have been, had we been provided with accurate data. These loans can materially and adversely affect our operations by reducing our available capital to produce new loans. A loan subject to a material misrepresentation is typically unsalable or subject to repurchase if it is sold before detection of the misrepresentation. In addition, the persons and entities making a misrepresentation are often difficult to locate and it is often difficult to collect from them any monetary losses we have suffered. High profile fraudulent activity also could negatively impact our brand and reputation, which could materially and adversely affect our business. In addition, significant increases in fraudulent activity could lead to regulatory intervention, which could increase our costs and also materially and adversely affect our business. We are subject to significant legal and reputational risks and expenses relating to the privacy, use, and security of customer information. We receive, maintain and store the personal information (“ PI ”) of our loan applicants, customers and team members. On the customer side, we capture and store approximately 10 ~~$ 21~~ , 000 data points per customer during the loan transaction process. The storage, sharing, use, disclosure, processing and protection of this information are governed by the privacy and data security policies maintained by us and our business. Moreover, there are federal and state laws regarding privacy and the storage, sharing, use, disclosure, processing and protection of PI, personally identifiable information, and user data. Specifically, PI and nonpublic personal information (“ NPI ”) are increasingly subject to legislation and regulations in numerous jurisdictions. For example, under federal law, the GLBA, the GLBA Safeguards Rule, and the FCRA, among other laws, set forth privacy and data security requirements for NPI and consumer report information. At the state level, the CCPA, which went into effect in January 2020, provides new data privacy rights for California consumers and new operational requirements for us. The CCPA also includes a statutory damages framework for violations of the CCPA and a private right of action against businesses that fail to implement and maintain reasonable security procedures and practices appropriate to the nature of the information to prevent data breaches. In November 2020, California passed the California Privacy Rights Act of 2020 (also known as Proposition ~~124~~ - 24) , ~~955 held~~ which amended and expanded the CCPA, removed the cure period before which businesses can be penalized and created the California Privacy Protection Agency to enforce the state’ s consumer data privacy laws. Following the enactment of the CCPA, in 2021, Virginia enacted the VCDPA, and Colorado enacted the Colorado Privacy Act (the “ CPA ”). Several ~~the~~ other ~~Trust Account~~ states are considering enacting similar legislation. We could be materially and adversely affected if legislation or regulations are expanded to require changes in business practices or privacy policies (particularly to the extent such changes would affect the manner in which we ~~do~~ store, share, use, disclose, process and protect such data), or if governing jurisdictions interpret or implement their legislation or regulations in ways that negatively affect our business, financial condition, results of operations, and prospects. In addition, even if legislation or regulation does not ~~know how many public shareholders will ultimately exercise~~ expand in a manner that affects our business directly, changing consumer attitudes or ~~their~~ -- the ~~redemption rights in connection~~ perception of the use of personal information also could materially and adversely affect our business, financial condition, results of operations and prospects. With respect to cybersecurity, the New York Department of Financial Services' Cybersecurity Regulation (the " NYDFS Cybersecurity Regulation ") requires covered entities, including licensed mortgage bankers such as our subsidiary Better Mortgage Corporation, to establish and maintain a cybersecurity program designed to protect the confidentiality, integrity and availability of our information systems. This includes, but is not limited to, developing a written policy or policies that address a number of key areas of cybersecurity. In addition, the NYDFS Cybersecurity Regulation contains specific requirements with respect to third- party service provider security, cybersecurity personnel and intelligence, the ~~Proposed Business Combination. If we consummate a~~ use of multi- factor authentication, penetration testing and encryption of nonpublic information, which is defined to include not only personal information but also business ~~combination~~ - related information that , if accessed or acquired by ~~we may require additional financing to fund the operations and~~ - an unauthorized third party, ~~growth of the target business. The failure to secure additional financing could~~ would ~~have~~ cause a material adverse effect on the ~~continued development and growth ofthe target~~ business , operations ~~. None of our~~ - or security of ~~Sponsor, initial stockholders, officers, directors or their~~ -- the ~~affiliates is~~ covered entity. The NYDFS has brought enforcement actions, which involve civil monetary penalties. In the event of a cybersecurity incident, Better Mortgage Corporation could be subject to potentially significant monetary penalties and required to ~~provide any financing to~~ undertake expensive remediation actions. In addition, in July 2023, the SEC adopted the final rule " Cybersecurity Risk Management, Strategy, Governance, and Incident Disclosure ", requiring current reporting about material cybersecurity incidents, and annual disclosures on management' s processes for assessing, identifying, and managing material cybersecurity risks, the material impacts of cybersecurity threats and previous cybersecurity incidents, the Board' s oversight of cybersecurity risks, and management' s role and expertise in assessing and managing material cybersecurity risks. Any penetration of network security or other misappropriation or misuse of PI or personal consumer information, including through ransomware attacks, could cause interruptions in our business operations and subject us to increased costs ~~after any initial business combination. The requirement that we complete our initial business combination by September 30~~ , ~~2023 may give potential target businesses leverage over~~ litigation, and other liabilities. Claims could also be made against us for ~~in negotiating a business combination and may limit the~~ other misuse of PI ~~time we have in which to conduct due diligence on potential business combination targets~~ , such ~~in particular~~ as ~~we approach~~ the use of personal information for unauthorized purposes ~~our~~ - or ~~dissolution deadline~~ identity theft , which could ~~undermine~~ result in litigation and financial liabilities, and information security incidents also could involve investigations and enforcement from governmental authorities. Security breaches (including ransomware attacks) could also materially and adversely affect our ~~ability to complete our initial~~ reputation with consumers and third parties with whom we do business ~~combination on terms~~ , as well as expose us to regulatory and litigation risk, which could be exacerbated if it is determined that ~~would produce value~~ known security issues were not addressed adequately prior to any such breach. It is possible that advances in computer capabilities, new discoveries, undetected fraud, inadvertent violations of our policies ~~for~~ - or procedures ~~our~~ - or ~~shareholders~~ other developments could result in a compromise of information or a breach of the technology and security processes that are used to protect consumer transaction data. In addition, our current work- from- home policy may increase the risk of security breaches, which could result in the misappropriation or misuse of PI. As a result, our current security measures may not prevent all security breaches. We may be required to expend significant capital and other resources to protect against and remedy any potential or existing security breaches and their consequences. We also face risks associated with security breaches affecting third parties, including service providers and business partners. In addition, we face risks resulting from unaffiliated third parties who attempt to defraud, and obtain personal information directly from, our customers by imitating us . Any ~~potential target~~ publicized security problems affecting our businesses and / or those of third parties, whether actual or perceived, may discourage consumers from doing business with us, which ~~we enter into negotiations concerning a~~ could materially and adversely affect our business ~~combination~~ , ~~including Better in connection with~~ financial condition, results of operations, and prospects. There can be no assurance that any of the above risks will not occur or, if ~~the~~ they do occur ~~Proposed Business Combination~~ , that they will be ~~aware that we must complete~~ adequately addressed in a timely manner. If loan applicant, customer ~~our~~ - or ~~initial business combination~~ team member information is inappropriately accessed or acquired and used by ~~September 30, 2023. Consequently~~ a third party or a team member for illegal purposes , such as identity theft ~~target business may obtain leverage over us in negotiating a business combination, knowing that if we do not complete our initial business combination with that particular target business~~ , we may be responsible to the affected applicant or customer for any losses he, she or they may have incurred as a result of misappropriation or other improper use. In such an instance, we may also be subject to regulatory action, investigation or be liable to a governmental authority for fines or penalties associated with a lapse in the integrity and security of our loan applicants', customers' or team members' information. We may be required to expend significant capital and other resources to protect against and remedy any potential or existing security breaches and their consequences. In addition, our remediation efforts may not be successful and we may not have adequate insurance to cover these losses. If we are unable to ~~complete~~ protect our ~~initial~~ customers' PI, our business ~~combination~~ , financial condition, results of operations, and prospects, could be materially and adversely affected. Risks Related to Our Technology and Intellectual Property The success and growth of our business will depend upon our ability to adapt to and implement technological changes, and a failure in our ability to adapt to and implement

such changes could have a material and adverse effect on our business, financial condition, results of operations, and prospects. We operate in an industry experiencing rapid technological change and frequent product introductions. We rely on our proprietary technology, including our proprietary loan operating system, Tinman, to make our platform available to customers, evaluate loan applicants and provide our customers with ~~any target business~~ **access to a suite of other related product offerings** . ~~This risk will increase~~ **In addition, we may increasingly rely on technological innovation** as we ~~get closer~~ **introduce new products, expand our current products into new markets and continue** to **streamline various loan- related and** ~~the~~ **other** ~~timeframe described above~~ **processes. The process of developing new technologies and products is complex, and if we are unable to successfully innovate and continue to deliver a superior customer experience, the demand for our product offerings could decrease, which would materially and adversely affect our business, financial condition, results of operations, and prospects. The loan production process is increasingly dependent on technology, and our business relies on our continued ability to quickly process loan applications over the internet, accept electronic signatures, provide instant process status updates and other customer- and loan applicant- expected conveniences** . In addition, we ~~may have limited~~ **advertise short loan processing** ~~time~~ **times ,** ~~to conduct due diligence~~ and **the speed** ~~may enter into our initial business combination on terms that we would have rejected upon a more comprehensive investigation. Any target business~~ with which **loans are processed is dependent upon our technology. Failure to consistently meet our advertised loan processing times could have a material and adverse effect on our business, financial condition, results of operations, prospects and reputation. Maintaining and improving this technology will require significant capital expenditures. Our dedication to incorporating technological advancements into our platform requires significant financial and personnel resources. To the extent** we ~~ultimately consummate a business combination~~ **are dependent on any particular technology or technological solution** , **we** may be materially **and** adversely affected ~~by the ongoing COVID~~ **if such technology or technological solution is or becomes non** - **compliant** ~~19 pandemic and the status of debt and equity markets. The COVID- 19 pandemic has and a significant outbreak of other infectious diseases could result in a widespread health crisis that could adversely affect the economies and financial markets worldwide, and the business of any potential target business~~ with **existing industry standards or applicable law or regulations** ~~which we consummate a business combination could be materially and adversely affected. Furthermore~~ , **fails** to **meet or exceed** the **capabilities of** ~~extent the Proposed Business Combination is unsuccessful, we may be unable to complete another business combination if continued concerns relating to COVID- 19 continues to restrict travel, limit the ability to have meetings with potential investors or~~ **our competitors** ~~the target company~~ ' ~~s personnel~~ **equivalent technologies or technological solutions** , ~~vendors and~~ **becomes increasingly expensive to** ~~services~~ - **service, retain, update** ~~providers are unable to negotiate and consummate a transaction in a timely manner. The extent to which COVID- 19 impacts our~~ - **or develop** ~~search for a business combination will depend on future developments~~ , **becomes subject** ~~which are highly uncertain and cannot be predicted, including new information which may emerge concerning the severity of COVID- 19 and the actions~~ to ~~contain COVID- 19 or treat its impact, among others. If the disruptions posed by COVID- 19 or other matters of global concern continue for an extensive period of time, our ability to consummate a business combination, or the operations of a target business with which we ultimately consummate a business combination, may be materially adversely affected. In addition, our ability to consummate the Proposed Business Combination, or another business combination, may be dependent on our ability to raise equity and debt financing which may be impacted by COVID- 19 and other events, including as a result of increased market volatility, decreased market liquidity in~~ third- party ~~financing~~ **claims of intellectual property infringement, misappropriation or other violation, or malfunctions or functions in a way we did not anticipate that results in the need for manual processes that introduce the risk of human errors or loan defects potentially requiring repurchase. Additionally, new technologies and technological solutions are continually** being **released. As such, it is difficult to predict the problems we may encounter in improving our websites' and other technologies' functionality. There is no assurance that we will be able to successfully adopt new technology as critical systems and applications become obsolete and better ones become** ~~unavailable~~ -- **available. Additionally, if we fail to develop our websites and other technologies to respond to technological developments and changing customer and loan applicant needs in a cost- effective manner, or fail to acquire, integrate or interface with third- party technologies effectively, we may experience disruptions in our operations, lose market share or incur substantial costs. Technology disruptions or failures in, and cyberattacks or other breaches relating to, our operational, security or fraud- detection systems or infrastructure, or those of third parties with whom we do business, could disrupt our business, cause legal or reputational harm and materially and adversely impact our business, financial condition, results of operations, and prospects. We are dependent** on ~~terms acceptable~~ **the secure, efficient, and uninterrupted operation of our technology infrastructure, including computer systems, related software applications, and data centers, as well as those of certain third parties. Our websites and computer / telecommunication networks must accommodate a high volume of traffic and deliver frequently updated information, the accuracy and timeliness of which is critical to our business. Our technology must provide a loan application experience and homeownership product offerings that equal or exceed the experience provided by our competitors. We have or may in the future experience service disruptions and failures caused by system or software failure, fire, power loss, telecommunications failures, including those of internet service providers, team member misconduct, human error, denial of service or information, cyberattacks, including computer hackers, computer viruses and disabling devices, malicious or destructive code, as well as natural disasters, health pandemics and other similar events. Any such disruption could interrupt or delay our ability to provide product offerings to our applicants or customers and could also impair the ability of third parties to provide critical services** to us ~~or at all. Our Proposed Business Combination with Better may not be completed~~ . Although we have ~~entered into~~ **undertaken measures intended to protect** the **safety** ~~Merger Agreement with Better~~ and ~~have been negotiating~~ **security of our information systems and** the ~~Proposed Business Combination~~ **information systems of our third- party providers and the data therein** , there can be no assurance that **disruptions, failures and cyberattacks will not occur or, if** ~~the~~ **they** ~~Proposed Business Combination with Better~~ **do occur, that they** will be ~~completed~~ **adequately addressed in a timely manner. Such measures may in the future fail to prevent or detect unauthorized access to our team member, customer and loan applicant information, and our disaster recovery planning may not be sufficient to address all technology- related risks, which are constantly evolving. All of our products utilize resources and services provided by third parties, in particular, providers of cloud-based services. We have periodically experienced service disruptions in the past, and we cannot be sure that we will not experience interruptions or delays in our service, or cyberattacks and similar security breaches, in the future. We may also incur significant costs for using alternative equipment or taking other actions in preparation for, or in reaction to, events that damage, interrupt, or otherwise disrupt the third- party resources or services we use. Any prolonged service disruption affecting our platform could damage our reputation with current and potential customers, expose us to liability, cause us to lose customers, or otherwise materially and adversely affect our business, financial condition, results of operations, and prospects. In the event of damage or interruption, our insurance policies may not adequately compensate us for any losses. Our platform is accessed by many customers and prospective customers, often at the same time. As our customer base and range of product offerings continue to expand, we may not be able to scale our technology to accommodate the increased capacity requirements, which may result in interruptions or delays in service** . In addition, **the failure of third- party service providers** ~~in August 2022, Aurora and Better also agreed~~ to **meet our capacity requirements could result in interruptions or delays in access to our platform or impede our ability to grow our business** ~~amend~~ -- **and** ~~the Merger~~ **scale our operations. If our third- party service** ~~Agreement~~ **agreements** ~~to~~ **are terminated, or there is a lapse of service, interruption of internet service** ~~provide~~ **provider connectivity, or damage to data centers, we could experience interruptions in access to our platform as well as delays and additional expense in arranging new facilities and services. Any service disruption affecting our platform could damage our reputation with current and potential customers, expose us to liability, cause us to lose customers, or otherwise materially and adversely affect our business, financial condition, results of operations, and prospects. Additionally, the technology and other controls and processes we have created to help us identify misrepresented information in our loan production operations were designed to obtain reasonable, not absolute, assurance that such information is identified and addressed appropriately. Accordingly, such controls may not have detected, and may fail in the future to detect, all misrepresented information in our operations. If our operations are disrupted or otherwise negatively affected by** a ~~waiver~~ **technology disruption or failure, this could result in customer dissatisfaction and damage to our reputation and brand, and materially and adversely affect our business, financial condition, results of operations, and prospects. We do not carry business interruption insurance sufficient to compensate us for all losses that may result** from **interruptions** ~~the exclusivity provisions thereof to allow Better to discuss alternative financing structures with SB Northstar LP. Accordingly, although Aurora remains committed to completing the Proposed Business Combination, Aurora and Better are~~ in ~~discussions regarding alternative financing arrangements for Better pursuant to which the Merger Agreement and related transactions would be terminated and Better would remain a private company. If Better remains a private company because the Proposed Business Combination is not completed before September 30, 2023 or~~ **our service** ~~otherwise, and Aurora is not able to complete another business combination by September 30, 2023,~~ as ~~such date~~ **a result of systems disruptions, failures and similar events. Our products use third- party software, hardware and services that** may be **difficult** ~~further extended pursuant~~ to **replace or** ~~the Cayman Constitutional Documents, Aurora would cease~~ - **cause errors or failures of our products that could materially and adversely affect our business, financial condition, results of operations, or prospects. In addition to our proprietary software, we license third- party software, utilize third- party hardware and depend on services from various third parties for use in our products. In the future, these software, hardware, or services may not be available to us on commercially reasonable terms, or at** all ~~operations except~~ **. Any loss of the right to use,** ~~for~~ - **or increase** ~~the purpose of winding- up and, as promptly as reasonably possible, but not more than 10 business days thereafter, redeem the Aurora public shares. 7Each of Barclays Capital, Inc. and Citigroup Global Markets Inc. has resigned from its financial advisory role~~ in **cost of** ~~connection with the Proposed Business Combination~~ , ~~and investors should not put any reliance on the fact that~~ any such ~~investment bank~~ **software, hardware or services could result in decreased functionality of our products until equivalent technology is either developed by us or, if available from another provider, is identified, obtained and integrated, which could materially and adversely affect our business, financial condition, results of operations, and prospects. In addition, any errors or defects in or failures of the software, hardware or services we rely on, whether maintained by us or by third parties, could result in errors or defects in our products or cause our products to fail, which could materially and adversely affect our business, financial condition, results of operations, and prospects, and be costly to correct. Many of our third- party providers attempt to impose limitations on their liability for such errors, defects or failures, and if enforceable, we may have additional liability to our customers or to other third parties that could harm our reputation and increase our operating costs. We will need to maintain our relationships with third- party software, hardware and service providers and make efforts to obtain software, hardware and services from such providers that do not contain any errors or defects. Any failure to do so could materially and adversely affect our ability to deliver effective products to our customers and loan applicants and materially and adversely affect our business, financial condition, results of operations, and prospects. To operate our website, and provide our product offerings, we use software packages from a variety of third parties, which are customized and integrated with code that we have developed ourselves. We rely on third- party software product offerings related to loan information verification, loan document production and interim loan servicing. If we are unable to integrate this software in a fully functional manner, we may experience increased costs and difficulties that could delay or prevent the successful development, introduction or marketing of new product offerings. Some aspects of our platform include open source software or software that uses open source software and the** requirements of or the failure to comply with the terms of one or more of the open source licenses governing the use of such software could materially and adversely affect our business, financial condition, results of operations, and prospects. Aspects of our platform incorporate software subject to open source licenses, which may include, by way of example, the Berkeley Software Distribution licenses and the Apache licenses. The terms of many open source licenses have not been interpreted by U. S. courts, and there is a risk that such licenses could be construed in a manner that limits our use of the software, inhibits certain aspects of our platform, obligates us to publicly disclose our proprietary source code, requires us to license some or all of our proprietary software for free or a nominal fee, or otherwise materially and adversely affect our business, financial condition, results of operations, and prospects. We may also face claims from others claiming ownership of, or seeking to enforce the terms of, an open source license, including by demanding public release of the open source software, derivative works created based upon such open source software, or our proprietary source code that was ~~involved~~ developed using, or that incorporates, such software, or to license the products that use open source software under terms that allow reverse engineering, reverse assembly or disassembly. These claims could also result in litigation (which may require us to expend significant resources and attention), require us to purchase a costly license or require us to devote additional research and development resources to change our software in order to replace software subject to such claims, any of which could materially and adversely affect our business, financial condition, results of operations, and prospects. In addition to risks related to license requirements, the use of open source software can lead to greater risks than the use of third- party commercial software because some open source projects contain vulnerabilities or architectural instabilities that are either publicly known or publicly discoverable, and because open source licensors generally make their open source software available " as- is " and do not provide indemnities, warranties or controls. Many of the risks associated with ~~any aspect of~~ the ~~Proposed~~ use of open source software cannot be eliminated, and could materially and adversely affect our ~~Business~~ business , financial condition, results of operations, and prospects. We could be materially and adversely affected if we inadequately obtain, maintain, protect and enforce our intellectual property and proprietary rights and may face allegations that our product offerings or conduct infringes on the intellectual property rights of third parties. Trademarks, trade secrets, and other intellectual property and proprietary rights are important to our success and our competitive position. We rely on a ~~Combination~~ combination of trademarks, service marks, trade secrets and domain names, as well as confidentiality procedures and contractual provisions to protect our intellectual property and proprietary rights. We also rely on our trademarks, service marks, domain names and logos to market our brands, to build and maintain brand loyalty and recognition and to generate goodwill. Despite these measures, third parties may attempt to disclose, obtain, copy or use intellectual property owned or licensed by us and these measures may not prevent misappropriation, infringement, reverse engineering or other violation of intellectual property or proprietary rights owned or licensed by us, particularly in foreign countries where laws or enforcement practices may not protect our proprietary rights as fully as in the United States. In addition, departing employees may attempt to misappropriate software upon their departure in a manner that may be difficult to detect, or to prove in a court action undertaken to remedy the misappropriation. In at least one instance, a former Better software engineer attempted to misappropriate a substantial amount of source code upon their departure, and the company was forced to seek a restraining order to resolve the issue . Although the case ~~not formally retained by Better, Bank of America also has indicated it is resigning from any role it had. On June 22, 2022, Barclays Capital Inc. (" Barclays "), resigned from its role as~~ was satisfactorily resolved ~~financial advisor to the Company. On June 23~~ , ~~2022~~ similar events may occur in the future , and ~~Citigroup Global Markets Inc. (" Citigroup ") resigned from its role as financial advisor to Better. Neither Barclays nor~~ - no assurance can be given ~~Citigroup provided a reason for its resignation and neither Aurora nor Better will speculate as to their motivations for resigning their respective roles. Neither Barclays nor Citigroup communicated to Aurora or Better, and neither Aurora nor Better are aware,~~ that ~~the resignations were the result of any dispute or disagreement with us or Better, including any disagreement relating to the disclosure in the registration statement, the scope of their respective engagements or their ability to complete such engagements, or any matter relating to Aurora' s or Better' s operations, prospects, policies, procedures or practices. The primary services rendered by Barclays in connection with the Proposed Business Combination included serving as financial advisor to our board of directors, PIPE placement agent and providing general advisory services in the context of proposed targets of Aurora, including but not limited to valuation advice. The primary services rendered by Citigroup in connection with the Proposed Business Combination included financial advice to Better' s board of directors, review of investor materials, assistance in preparation of certain dilution analysis and assistance in preparation of the beneficial ownership data presented in the registration statement. In connection with such resignations, Barclays and Citigroup waived their entitlement to certain fees which would be owed upon completion of the Proposed Business Combination, which were comprised of approximately $ 8. 5 million for Barclays as a deferred underwriting fee and financial advisory fee and $ 7. 5 million for Citigroup, as a financial advisory fee. The waiver of these fees will result in additional cash of $ 16 million being available to~~ Better Home & Finance would prevail ~~after the closing of the Proposed Business Combination. Aside from underwriting fees paid to Barclays~~ in ~~connection~~ future disputes of a similar nature. Furthermore, confidentiality procedures and contractual provisions can be difficult or costly to enforce and, even if successfully enforced, may not be entirely effective. In addition, we cannot guarantee that we have entered into confidentiality agreements with all team members, partners, independent contractors, consultants ~~our~~ - or ~~initial public offering, neither Barclays nor Citigroup has received any fees in connection with the~~ other third parties ~~Proposed Business Combination, notwithstanding~~ that have or may have had access to our trade secrets or other proprietary or confidential information. Additionally, such confidentiality agreements may be breached or adequate remedies may not be available in the event of an unauthorized access, use or disclosure of our trade secrets or other proprietary or confidential information. Any issued or registered intellectual property owned by or licensed to us may be challenged, invalidated, held unenforceable or circumvented in litigation or other proceedings, including re- examination, inter partes review, post- grant review, covered business method review, interference and derivation proceedings and equivalent proceedings in foreign jurisdictions (e. g., opposition proceedings), and such intellectual property rights may be lost or no longer provide us meaningful competitive advantages. In addition, we have licensed our technology to third parties and plan to license our technology in the future. Such licensing arrangements, by their nature ~~services have been largely complete and~~ , increase ~~as such, their~~ -- the ~~fee waiver~~ risk of a technology licensee claiming Better Mortgage Corporation breached its licensing agreement or the technology otherwise did not meet the client' s expectations. If this happened, Better Mortgage Corporation could also face negative press and be required to spend significant resources in order to protect our intellectual property rights. Litigation brought to protect and enforce our intellectual property rights, either in the United States or internationally, could be costly ~~characterized as gratuitous upon completion of the Proposed Business Combination. Each of Barclays~~ and ~~Citigroup claim~~ time consuming, could result in the diversion of time and attention of our management team, and may ~~no~~ not be successful ~~remaining role in the Proposed Business Combination and have disclaimed any responsibility for~~ - or ~~any~~ could result in the impairment or loss of ~~portion~~ portions of our intellectual property. Furthermore, attempts to enforce our intellectual property rights against third parties could also provoke ~~the~~ these ~~proxy statement /~~ third parties to assert their own intellectual property or other rights against us, or result in a holding that invalidates, or narrows the scope of, our rights, in whole or in part. Our failure to secure, maintain, protect and enforce our intellectual property rights could materially and adversely affect our brands, business, financial condition, results of operations, and ~~prospectus~~ - prospects ~~filed by Aurora with~~ . Our success and ability to compete also depends in part on our ability to operate without infringing, misappropriating or otherwise violating the intellectual property or proprietary rights of third parties. We may, in the future, encounter disputes from time to time concerning intellectual property rights of others, including our competitors, and we may not prevail in ~~the~~ these ~~SEC~~ disputes. Third parties may raise claims against us alleging infringement , ~~despite having previously rendered~~ misappropriation or other violations of their intellectual property rights, including trademarks, copyrights, patents, or trade secrets. We may not be aware of whether our products or services ~~in connection with the Proposed Business Combination and assistance in preparation of the proxy statement / prospectus~~ , ~~but have not withdrawn any advice~~ or products ~~materials previously rendered. Furthermore, Aurora, Better~~ and services we license from third parties , do or ~~following completion of the Proposed Business Combination, Better Home & Finance~~ will ~~remain liable~~ infringe existing ~~for~~ - or future patents ~~the provisions of the engagement letters with Barclays and Citigroup that survive their resignation, including, for~~ - or other intellectual property rights of others ~~example, with respect to indemnity and contribution~~ . In addition, there can be no assurance that one or more of our competitors who have developed competing technologies or our other competitors will not be granted patents for their technology and allege that we have infringed such patents. Some third- party intellectual property rights may be broad, and it may not be possible for us to conduct our operations in such a way as to avoid all alleged infringements, misappropriations or other violations of such intellectual property rights. In addition, former employers of our current, former or future employees or contractors may assert claims that such employees or contractors have improperly disclosed to us or misappropriated the confidential or proprietary information of these former employers. Litigation may be necessary to enforce our intellectual property rights, defend against alleged infringement or determine the validity and scope of proprietary rights claimed by others. Such disputes or litigation could be costly, time consuming and could result in the diversion of time and attention of our management team, and the resolution of any such disputes or litigations is difficult to predict. Future litigation may also involve non- practicing entities or other intellectual property owners who have no relevant product offerings or revenue and against whom our ownership of intellectual property may therefore provide little or no deterrence or protection. An assertion of an intellectual property infringement, misappropriation or other violation claim against us, regardless of the merit or resolution of such claim, may result in adverse judgments, settlement on ~~June 30~~ unfavorable terms or cause us to spend significant amounts of time and attention to defend , ~~2022~~ even if we ultimately prevail , ~~with effect~~ and we may have to pay significant monetary damages, lose significant revenues, be prohibited from ~~June 9~~ using the relevant systems , ~~2022~~ processes , ~~Bank~~ technologies or other intellectual property (temporarily or permanently), cease providing certain product offerings or incur significant license, royalty or technology development expense, or suffer harm to our brand, any of ~~America resigned~~ which could materially and adversely affect our business, financial condition, results of operations, or prospects. Even in instances where we believe that claims and allegations of intellectual property infringement, misappropriation or other violations against us are without merit, defending against such claims could be costly, time consuming and could result in the diversion of time and attention of our management team and technical personnel. In addition, although in some cases a third party may have agreed to indemnify us for such infringement, misappropriation or other violation, such indemnifying party may refuse or be unable to uphold its contractual obligations ~~purported role as financial advisor to Better~~ , or such indemnification may ~~although Bank of America was~~ not ~~formally retained as its financial advisor pursuant to an engagement letter and did~~ sufficiently cover the potential claims, which may be significant. In other cases, our insurance may not ~~render~~ cover potential claims of this type adequately or at all, and we may be required to pay monetary damages, which may be significant. An adverse determination in any intellectual property claim could require us to pay damages (compensatory or punitive) and / or temporarily or permanently stop using our technologies, trademarks, copyrighted works and other material found to be in violation of another party ~~advice or conduct any significant work associated with the Proposed Business Combination at Better~~ ' s ~~instructions~~ rights and ~~accordingly has~~ could prevent us from licensing our technologies to others unless we enter into royalty or licensing arrangements with the prevailing party or are able to redesign our product offerings and processes to avoid infringement. Any such license may not ~~had any meaningful involvement in~~ be available on reasonable terms, if at all, and ~~the~~ there can be ~~negotiation of the Proposed Business~~

~~Combination or preparation of the registration statement. Bank of America did not~~ - **no assurance** ~~provide a reason for its resignation and neither Aurora nor Better will speculate as to its motivations for resigning. Bank of America has not received any fees in connection with the Proposed Business Combination. It is the understanding of both Aurora and Better~~ that **we would be able to redesign our product offerings** ~~the SEC has received similar resignation letters from investment banks~~ in ~~connection with other business combination transactions involving special purpose acquisition companies. When~~ a **way** ~~financial institution is named in a registration statement, it typically presumes a level of due diligence and independent analysis on the part of such financial institution ordinarily associated with a professional engagement. The withdrawal of Barclays and Citigroup and the purported resignation of Bank of America (although Bank of America is not otherwise named in the registration statement) indicates~~ that **would avoid** ~~they do not want to be associated with the disclosure or the underlying business analysis related to this transaction, and the resignation of these banks from other business combination transactions involving special purpose acquisition companies indicates that they do not want to be associated with such disclosure or business analysis for any companies undergoing such transactions. Investors should not place any reliance upon the fact that any of Barclays, Bank of America or Citigroup previously were involved with the Proposed Business Combination. Because Barclays' and Citigroup' s financial advisory services on the Proposed Business Combination were complete, and Better believes that Bank of America never rendered~~ any such **limitation. In addition** ~~financial advisory services on the Proposed Business Combination~~ , **such claims,** ~~Aurora and Better do not believe that these resignations will impact in any way the consummation of the Proposed Business Combination 8and neither Aurora nor~~ - **or resulting damages** ~~Better expects to hire any other financial advisors in connection with the Proposed Business Combination. Aurora' s board of directors has not revisited its financial analysis with respect to the Proposed Business Combination in light of Barclays' resignation because Aurora already is committed to complete the transactions. Nonetheless, it is possible that Barclays', Bank of America' s~~ or **injunctions,** ~~Citigroup' s resignation~~ may **result in negative publicity about us, which could materially and** adversely affect ~~market perception of~~ **our reputation. Any successful infringement or** ~~the~~ **other intellectual property claim made** ~~Proposed Business Combination generally. If market perception of the Proposed Business Combination is negatively impacted, an increased number of Aurora shareholders may vote~~ against **us or our failure to develop non- infringing technology or obtain a license to** the ~~Proposed~~ **rights to the intellectual property of others on commercially reasonable terms could have a material adverse effect on our reputation and** ~~Business~~ **business** ~~Combination or seek to redeem their shares for cash~~ **, financial condition, results of operations, and prospects** . We may not be able to **enforce** ~~complete an initial business combination within the prescribed timeframe, in which case we would cease all operations except for the purpose of winding up and we would redeem our public shares and liquidate, in which case our public shareholders may only receive $ 10. 00 per share, or~~ **our intellectual** ~~less than such amount in certain circumstances, and our warrants will expire worthless. Our Cayman Constitutional Documents provide that we must complete an initial business combination by September 30, 2023. The Proposed Business Combination may be unsuccessful and we may not be able to find a suitable target business and complete another initial business combination within such time period. If we have not completed an initial business combination within such time period, or at such date as may be extended pursuant to Aurora' s Cayman Constitutional Documents, we will: (i) cease all operations except for the purpose of winding up, (ii) as promptly~~ -- **property** ~~as reasonably possible but not more than ten business days thereafter, redeem the shares of Better Home & Finance common stock, at a per- share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account including interest (less up to $ 100, 000 of interest to pay dissolution expenses and which interest will be net of taxes payable), divided by the number of then- issued and outstanding public shares, which redemption will completely extinguish public shareholders'~~ rights **throughout** ~~as shareholders (including the right to receive further liquidating distributions, if any); and (3) as promptly as reasonably possible following such redemption, subject to the approval of Aurora' s remaining shareholders and its board of directors, liquidate and dissolve, subject in each case to its obligations under Cayman Islands law to provide for claims of creditors and the requirements of other applicable law. In certain circumstances, our public shareholders may receive less than $ 10. 00 per share on the redemption of their shares. See " — If third parties bring claims against us, the proceeds held in the Trust Account could be reduced and the per- share redemption amount received by shareholders may be less than $ 10. 00 per share (which was the offering price per unit in our initial public offering) " and other risk factors below. Our independent registered public accounting firm' s report contains an explanatory paragraph that expresses substantial doubt about our ability to continue as a " going concern. " We have incurred and expect to incur significant costs in pursuit of our acquisition plans. We lack the financial resources we need to sustain operations for a reasonable period of time, which is considered to be one year from the date of the issuance of the financial statements included in this Annual Report on Form 10- K. Additionally, if the Company is unable to raise additional capital or complete a business combination by September 30, 2023, the Company' s liquidation date, then~~ - **the** ~~the Company will cease all operations except for the purpose of liquidating. It is uncertain that the Company will be able to consummate a business combination by the specified period. If a business combination is not consummated by September 30, 2023, there will be a mandatory liquidation and subsequent dissolution. Considering the circumstance under the liquidity of the Company, there is no concern regarding liquidity but only the liquidation date. The liquidity date for mandatory liquidation and subsequent dissolution raise substantial doubt about the Company' s ability to continue as a going concern one year from the date that these financial statements are issued. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our Sponsor is controlled by and has substantial ties to non- U. S. persons. As such, we may not be able to complete an initial business combination with a U. S. target company if such initial business combination is subject to U. S. foreign investment regulations and review by a U. S. government entity such as the Committee on Foreign Investment in the United States (CFIUS), or ultimately prohibited. Our Sponsor is controlled by and has substantial ties to non- U. S. persons, including persons with Icelandic, French, British, Indian, Belgian and Cypriot citizenship. Our Sponsor and / or the post- combination company may be considered a " foreign person " under the regulations administered by CFIUS. As such, our initial business combination with a~~

~~U. S. business (including the Proposed Business Combination with Better) may be subject to CFIUS review. If our potential initial business combination with a U. S. business falls within CFIUS' s jurisdiction, we may determine that we are required to make a mandatory filing with CFIUS or that we will submit a voluntary notice to CFIUS, or to proceed with the initial business combination without notifying CFIUS and risk CFIUS intervention, before or after closing the initial business combination. In each case, CFIUS may decide to block or delay our initial business combination, impose 9conditions to mitigate national security concerns with respect to such initial business combination or order us to divest all or a portion of a U. S. business of the combined company, which may limit the attractiveness of or prevent us from pursuing certain initial business combination opportunities that we believe would~~ **world** ~~otherwise be beneficial to us and our shareholders. As a result, the pool of potential targets with which we could complete an initial business combination may be limited and we may be adversely affected in terms of competing with other special purpose acquisition companies which do not have similar ties to non- U. S. persons. Moreover, the process of government review, whether by CFIUS or otherwise, could be lengthy and we have limited time to complete our initial business combination. If we cannot complete an initial business combination within the timeframe described herein, because the review process drags on beyond such timeframe or because our initial business combination is ultimately prohibited by CFIUS or another U. S. government entity, we may be required to liquidate. If we liquidate, our public shareholders may only receive $ 10. 00 per share, or less in certain circumstances, and our rights and warrants will expire and become worthless. This would also cause you to lose the investment opportunity in a target company and the chance of realizing future gains on your investment in us through any price appreciation in the combined company. Legal proceedings and governmental investigations in connection with a proposed business combination in the future, the outcomes of which are uncertain, could delay or prevent the completion of the business combination. In connection with a proposed business combination, it is not uncommon for lawsuits to be filed against companies involved and / or their respective directors and officers alleging, among other things, that the proxy statement / prospectus contains false and misleading statements and / or omits material information concerning the business combination. Aurora received demand letters from two putative shareholders of Aurora dated August 26, 2021 and September 14, 2021 (the " Demands ") generally alleging that the registration statement on Form S- 4 that Aurora filed with the SEC on August 3, 2021 omits material information with respect to Aurora' s Proposed Business Combination with Better. The Demands seek the issuance of corrective disclosures in an amendment or supplement to the registration statement. It is possible that one or more additional legal actions may arise in connection with the Proposed Business Combination, or any other business combination, and defending such lawsuits could require us to incur significant costs and draw the attention of our management team away from a proposed business combination. In addition, in the second quarter of 2022, Aurora received a voluntary request for documents from the Division of Enforcement of the U. S. Securities and Exchange Commission (" SEC ") indicating that it is conducting an investigation relating to Aurora and Better to determine if violations of the federal securities laws have occurred. The SEC has requested that Better and Aurora voluntarily provide the SEC with certain information and documents. Aurora is cooperating with the SEC. As the investigation is ongoing, Aurora is unable to predict how long it will continue or whether, at its conclusion, the SEC will bring an enforcement action against either Better or Aurora and, if it does, what remedies it may seek. Further, the defense or settlement of any lawsuit or claim that remains unresolved at the time a proposed business combination is consummated may adversely affect the combined company' s business, financial condition, results of operations and cash flows. Such legal proceedings could delay or prevent a proposed business combination from becoming effective within an agreed upon timeframe. The Sponsor, our directors, officers, advisors and their affiliates may elect to purchase public shares or public warrants from public shareholders, which may influence a vote on a proposed initial business combination and reduce the public " float " of our Class A ordinary shares. If we do not conduct redemptions in connection with our initial business combination pursuant to the tender offer rules, the Sponsor, our directors, officers, advisors or their affiliates may purchase public shares or public warrants or a combination thereof in privately negotiated transactions or in the open market either prior to or following the completion of our initial business combination, although they are under no obligation to do so. However, they have no current commitments, plans or intentions to engage in such transactions and have not formulated any terms or conditions for any such transactions. None of the funds in the Trust Account will be used to purchase public shares or public warrants in such transactions. Such a purchase may include a contractual acknowledgement that such shareholder, although still the record holder of our shares is no longer the beneficial owner thereof and therefore agrees not to exercise its redemption rights. In the event that the Sponsor, our directors, officers, advisors or their affiliates purchase public shares in privately negotiated transactions from public shareholders who have already elected to exercise their redemption rights, such selling shareholders would be required to revoke their prior elections 10to redeem their shares. The purpose of such purchases could be to vote such shares in favor of the initial business combination and thereby increase the likelihood of obtaining shareholder approval of the initial business combination, or to satisfy a closing condition in the Merger Agreement with Better that requires us to have a minimum cash amount at the closing of the Proposed Business Combination, where it appears that such requirement would otherwise not be met. The purpose of any such purchases of public warrants could be to reduce the number of public warrants outstanding or to vote such warrants on any matters submitted to the warrant holders for approval in connection with our initial business combination. Any such purchases of our securities may result in the completion of our initial business combination that may not otherwise have been possible. Any such purchases will be reported pursuant to Section 13 and Section 16 of the Exchange Act to the extent such purchasers are subject to such reporting requirements. In addition, if such purchases are made, the public " float " of our Class A ordinary shares or public warrants and the number of beneficial holders of our securities may be reduced, possibly making it difficult to obtain or maintain the quotation, listing or trading of our securities on a national securities exchange. If a shareholder fails to receive notice of our offer to redeem our public shares in connection with our initial business combination, or fails to comply with the procedures for tendering its shares, such shares may not be redeemed. We will comply with the tender offer rules or proxy rules, as applicable, when conducting redemptions in connection with our initial business combination. Despite our compliance with these rules, if a shareholder fails to receive our~~

~~tender offer or proxy materials, as applicable, such shareholder may not become aware of the opportunity to redeem its shares. In addition, proxy materials or tender offer documents, as applicable, that we will furnish to holders of our public shares in connection with our initial business combination will describe the various procedures that must be complied with in order to validly tender or redeem public shares, which may include the requirement that a beneficial holder must identify itself. For example, we may require our public shareholders seeking to exercise their redemption rights, whether they are record holders or hold their shares in " street name, " to either tender their certificates to our transfer agent prior to the date set forth in the tender offer documents mailed to such holders, or up to two business days prior to the initial vote on the proposal to approve the initial business combination in the event we distribute proxy materials, or to deliver their shares to the transfer agent electronically. In the event that a shareholder fails to comply with these or any other procedures, its shares may not be redeemed. If we do not conduct redemptions pursuant to the tender offer rules, and if a public shareholder or a " group " of public shareholders are deemed to hold in excess of 15 % of our Class A ordinary shares, a public shareholder will lose the ability to redeem all such shares in excess of 15 % of our Class A ordinary shares. As part of shareholder approval of our initial business combination, if we do not conduct redemptions in connection with our initial business combination pursuant to the tender offer rules, a public shareholder, together with any affiliate of such public shareholder or any other person with whom such public shareholder is acting in concert or as a " group " (as defined in Section 13 (d) (3) of the Securities Exchange Act of 1934, as amended (the " Exchange Act ")), will be restricted from redeeming its public shares with respect to more than an aggregate of 15 % of the public shares. Accordingly, if a public shareholder, alone or acting in concert or as a group, seeks to redeem more than 15 % of the public shares, then any such shares in excess of that 15 % limit would not be redeemed for cash. However, we would not be restricting our shareholders' ability to vote all of their shares for or against our initial business combination. If the funds not being held in the Trust Account are insufficient to allow us to operate until September 30, 2023, we may be unable to complete an initial business combination, in which case our public shareholders may only receive $ 10. 00 per share, or less than such amount in certain circumstances, and our warrants will expire worthless. The funds available to us outside of the Trust Account may not be sufficient to allow us to operate until September 30, 2023, assuming that an initial business combination is not completed during that time. If we do not complete our initial business combination, our public shareholders may receive only approximately $ 10. 00 per share on the liquidation of the Trust Account and our warrants will expire worthless. In certain circumstances, our public shareholders may receive less than $ 10. 00 per share upon our liquidation. If we are required to seek additional capital, we would need to borrow funds from the Sponsor, our management team or other third parties to operate or may be forced to liquidate. None of the Sponsor, members of our management team nor any of their affiliates is under any obligation to advance funds to us in such circumstances. Any such advances would be repaid only from funds held outside the Trust Account or from funds released to us upon completion of our initial business combination. Prior to the completion of our initial business combination, we do not expect to seek loans from parties other than the Sponsor or an affiliate of the Sponsor as we do not believe third 11parties will be willing to loan such funds and provide a waiver against any and all rights to seek access to funds in the Trust Account. If we are unable to obtain these loans, we may be unable to complete our initial business combination. If we do not complete our initial business combination because we do not have sufficient funds available to us, we will be forced to cease operations and liquidate the Trust Account. Consequently, our public shareholders may only receive approximately $ 10. 00 per share on our redemption of our public shares, and our warrants will expire worthless. In certain circumstances, our public shareholders may receive less than $ 10. 00 per share on the redemption of their shares. If third parties bring claims against us, the proceeds held in the Trust Account could be reduced and the per- share redemption amount received by shareholders may be less than $ 10. 00 per share (which was the offering price per unit in our initial public offering). Aurora' s placing of funds in the Trust Account may not protect those funds from third- party claims against Aurora. Although we will seek to have all vendors, service providers, prospective target businesses and other entities with which we do business execute agreements with us waiving any right, title, interest or claim of any kind in or to any monies held in the Trust Account, there is no guarantee that they will execute such agreements or even if they execute such agreements that they would be prevented from bringing claims against the Trust Account, including, but not limited to, fraudulent inducement, breach of fiduciary responsibility or other similar claims, as well as claims challenging the enforceability of the waiver, in each case in order to gain advantage with respect to a claim against our assets, including the funds held in the Trust Account. If any third- party refuses to execute an agreement waiving such claims to the monies held in the Trust Account, our management will perform an analysis of the alternatives available to it and will enter into an agreement with a third- party that has not executed a waiver only if management believes that such third- party' s engagement would be significantly more beneficial to us than any alternative. Examples of possible instances where we may engage a third- party that refuses to execute a waiver include the engagement of a third- party consultant whose particular expertise or skills are believed by management to be significantly superior to those of other consultants that would agree to execute a waiver or in cases where management is unable to find a service provider willing to execute a waiver. In addition, there is no guarantee that such entities will agree to waive any claims they may have in the future as a result of, or arising out of, any negotiations, contracts or agreements with us and will not seek recourse against the Trust Account for any reason. Upon redemption of our public shares, if we have not completed our business combination within the required time period, or upon the exercise of a redemption right in connection with our business combination, we will be required to provide for payment of claims of creditors that were not waived that may be brought against us within the 10 years following redemption. Accordingly, the per share redemption amount received by public shareholders could be less than the $ 10. 00 per public share initially held in the Trust Account, due to claims of such creditors. The Sponsor has agreed that it will be liable to us if and to the extent any claims by a third- party (other than our independent auditors) for services rendered or products sold to us, or a prospective target business with which we have discussed entering into a transaction agreement, reduce the amount of funds in the Trust Account to below (1) $ 10. 00 per public share or (2) such lesser amount per public share held in the Trust Account as of the date of the liquidation of the Trust Account due to reductions in the value of the trust assets, in~~

~~each case net of the interest which may be withdrawn to pay taxes, except as to any claims by a third- party who executed a waiver of any and all rights to seek access to the Trust Account and except as to any claims under our indemnity of the underwriters of this offering against certain liabilities, including liabilities under the Securities Act. Moreover, in the event that an executed waiver is deemed to be unenforceable against a third- party, the Sponsor will not be responsible to the extent of any liability for such third- party claims. We have not independently verified whether the Sponsor has sufficient funds to satisfy its indemnity obligations and believe that the Sponsor' s only assets are securities of our company. The Sponsor may not have sufficient funds available to satisfy those obligations. We have not asked the Sponsor to reserve for such obligations, and therefore, no funds are currently set aside to cover any such obligations. As a result, if any such claims were successfully made against the Trust Account, the funds available for our business combination and redemptions could be reduced to less than $ 10. 00 per public share. In such event, we may not be able to complete our business combination, and you would receive such lesser amount per share in connection with any redemption of your public shares. None of our directors or officers will indemnify us for claims by third parties including, without limitation, claims by vendors and prospective target businesses. 12Our directors may decide not to enforce the indemnification obligations of the Sponsor, resulting in a reduction in the amount of funds in the Trust Account available for distribution to our public shareholders. In the event that the proceeds in the Trust Account are reduced below the lesser of (i) $ 10. 00 per share and (ii) the actual amount per share held in the Trust Account as of the date of the liquidation of the Trust Account if less than $ 10. 00 per share due to reductions in the value of the trust assets, in each case net of the interest which may be withdrawn to pay taxes, and the Sponsor asserts that it is unable to satisfy its obligations or that it has no indemnification obligations related to a particular claim, our independent directors would determine whether to take legal action against the Sponsor to enforce its indemnification obligations. While we currently expect that our independent directors would take legal action on our behalf against the Sponsor to enforce its indemnification obligations to us, it is possible that our independent directors in exercising their business judgment and subject to their fiduciary duties may choose not to do so in any particular instance if, for example, the cost of such legal action is deemed by the independent directors to be too high relative to the amount recoverable or if the independent directors determine that a favorable outcome is not likely. If our independent directors choose not to enforce these indemnification obligations, the amount of funds in the Trust Account available for distribution to our public shareholders may be reduced below $ 10. 00 per share. We may not have sufficient funds to satisfy indemnification claims of our directors and officers. We have agreed to indemnify our officers and directors to the fullest extent permitted by law. However, our officers and directors have agreed to waive (and any other persons who may become an officer or director prior to the initial business combination will also be required to waive) any right, title, interest or claim of any kind in or to any monies in the Trust Account and not to seek recourse against the Trust Account for any reason whatsoever (except to the extent they are entitled to funds from the Trust Account due to their ownership of public shares). Accordingly, any indemnification provided will be able to be satisfied by us only if (i) we have sufficient funds outside of the Trust Account or (ii) we consummate an initial business combination. Our obligation to indemnify our officers and directors may discourage shareholders from bringing a lawsuit against our officers or directors for breach of their fiduciary duty. These provisions also may have the effect of reducing the likelihood of derivative litigation against our officers and directors, even though such an action, if successful, might otherwise benefit us and our shareholders. Furthermore, a shareholder' s investment may be adversely affected to the extent we pay the costs of settlement and damage awards against our officers and directors pursuant to these indemnification provisions. If, after we distribute the proceeds in the Trust Account to our public shareholders, we file a bankruptcy petition or an involuntary bankruptcy petition is filed against us that is not dismissed, a bankruptcy court may seek to recover such proceeds, and we and our board of directors may be exposed to claims of punitive damages. If, after we distribute the proceeds in the Trust Account to our public shareholders, we file a bankruptcy petition or an involuntary bankruptcy petition is filed against us that is not dismissed, any distributions received by shareholders could be viewed under applicable debtor / creditor and / or bankruptcy laws as either a " preferential transfer " or a " fraudulent conveyance. " As a result, a bankruptcy court could seek to recover all amounts received by our shareholders. In addition, our board of directors may be viewed as having breached its fiduciary duty to our creditors and / or having acted in bad faith, thereby exposing itself and us to claims of punitive damages, by paying public shareholders from the Trust Account prior to addressing the claims of creditors. If, before distributing the proceeds in the Trust Account to our public shareholders, we file a bankruptcy petition or an involuntary bankruptcy petition is filed against us that is not dismissed, the claims of creditors in such proceeding may have priority over the claims of our shareholders and the per- share amount that would otherwise be received by our shareholders in connection with our liquidation may be reduced. If, before distributing the proceeds in the Trust Account to our public shareholders, we file a bankruptcy petition or an involuntary bankruptcy petition is filed against us that is not dismissed, the proceeds held in the Trust Account could be subject to applicable bankruptcy law, and may be included in our bankruptcy estate and subject to the claims of third parties with priority over the claims of our shareholders. To the extent any bankruptcy claims deplete the Trust Account, the per- share amount that would otherwise be received by our shareholders in connection with our liquidation may be reduced. 13If we are deemed to be an investment company for purposes of the Investment Company Act, we may be forced to abandon our efforts to complete an initial business combination and instead be required to liquidate the Company. To mitigate the risk of that result, in February 2023, we instructed Continental to liquidate the securities held in the Trust Account and instead now hold all funds in the Trust Account in cash. As a result, we will likely receive minimal, if any, interest, on the funds held in the Trust Account, which would reduce the dollar amount that our public shareholders would receive upon any redemption or liquidation of the Company. As indicated above, the Company completed its IPO in March 2021 and has operated as a blank check company searching for a target business with which to consummate an initial business combination since such time. On March 30, 2022, the SEC issued the special purpose acquisition vehicle (" SPAC ") Rule Proposals (the " SPAC Rule Proposals "), relating, among other matters, to the circumstances in which SPACs such as us could potentially be subject to the Investment Company Act. The SPAC Rule Proposals would provide a safe harbor for such~~

~~companies from the definition of " investment company " under Section 3 (a) (1) (A) of the Investment Company Act, provided that a SPAC satisfies certain criteria. To comply with the duration limitation of the proposed safe harbor, a SPAC would have a limited time period to announce and complete a business combination. Specifically, to comply with the safe harbor, the SPAC Rule Proposals would require a SPAC to file a Current Report on Form 8- K announcing that it has entered into an agreement with a target company for an initial business combination no later than 18 months after the effective date of the registration statement for its initial public offering. The SPAC would then be required to complete its initial business combination no later than 24 months after the effective date of its IPO registration statement. There is currently uncertainty concerning the applicability of the Investment Company Act to a SPAC, including a company like ours, that does not complete its initial business combination within the proposed time frame set forth in the proposed safe harbor rule. As a result, it is possible that a claim could be made that we have been operating as an unregistered investment company if the SPAC Rule Proposals are adopted as proposed. If we were deemed to be an investment company for purposes of the Investment Company Act, we might be forced to abandon our efforts to complete an initial business combination and instead be required to liquidate the Company. If we are required to liquidate the Company, our investors would not be able to realize the benefits of owning shares in a successor operating business, including the potential appreciation in the value of our shares and warrants or rights following such a transaction, and our warrants or rights would expire and become worthless. The funds in the Trust Account were, since our IPO until on or about February 24, 2023, held only in U. S. " government securities " within the meaning of Section 2 (a) (16) of the Investment Company Act having a maturity of 185 days or less or in money market funds meeting certain conditions under Rule 2a- 7 promulgated under the Investment Company Act which invest only in direct U. S. government treasury obligations. To mitigate the risk of us being deemed to have been operating as an unregistered investment company (including under the subjective test of Section 3 (a) (1) (A) of the Investment Company Act) in connection with the extraordinary general meeting held to approve the Extension, we instructed Continental, the trustee with respect to the Trust Account, to liquidate the U. S. government treasury obligations or money market funds held in the Trust Account and now hold all funds in the Trust Account in cash (i. e., in one or more bank accounts) until the earlier of the completion of a business combination or our liquidation. Following such liquidation of the assets in the Trust Account, we have and will continue to receive minimal interest, if any, on the funds held in the Trust Account, which would reduce the dollar amount our public shareholders would have otherwise received upon any redemption or liquidation of the Company if the assets in the Trust Account had remained in U. S. government treasury obligations or money market funds. Certain of the procedures that we, Better, or others may determine to undertake in connection with the SPAC Rule Proposals may increase our costs and the time needed to complete an initial business combination and may constrain the circumstances under which we could complete a business combination. The SPAC Rule Proposals relate, among other items, to disclosures in SEC filings in connection with business combination transactions between SPACs such as us and private operating companies; the financial statement requirements applicable to transactions involving shell companies; the use of projections in SEC filings in connection with proposed business combination transactions; the potential liability of certain participants in proposed business combination transactions; and the extent to which SPACs could become subject to regulation under the Investment Company Act, including the safe harbor from treatment as an investment company described above. The SPAC Rule Proposals have not yet been adopted and may be adopted in the proposed form or in a different form that could impose additional regulatory requirements on SPACs. 14Certain of the procedures that we, Better, or others may determine to undertake in connection with the SPAC Rule Proposals, or pursuant to the SEC' s views expressed in the SPAC Rule Proposals, may increase the costs and time of further negotiating and completing the Proposed Business Combination, and may make it more difficult to complete any business combination. Neither the Aurora board of directors nor any committee thereof obtained a third- party valuation in determining whether or not to pursue the Proposed Business Combination. Neither the Aurora board of directors nor any committee thereof is required to obtain an opinion that the price that we are paying for Better is fair to us from a financial point of view. Neither the Aurora board of directors nor any committee thereof obtained a third- party valuation in connection with the Proposed Business Combination. In analyzing the Proposed Business Combination, the Aurora board of directors and management conducted due diligence on Better. The Aurora board of directors reviewed comparisons of selected financial data of Better with its peers in the industry and the financial terms set forth in the Merger Agreement, and concluded that the Proposed Business Combination was in the best interest of Aurora' s shareholders. Accordingly, investors will be relying solely on the judgment of the Aurora board of directors and management in valuing Better. The lack of a third- party valuation may also lead an increased number of shareholders to vote against the Proposed Business Combination~~ , which could ~~potentially impact our ability to consummate the Proposed Business Combination. If we~~ have ~~not completed an initial business combination by September 30, 2023, our public shareholders may be forced to wait until after September 30, 2023 before redemption from the Trust Account. If we have not completed our initial business combination by September 30, 2023 (or if such date is further extended at~~ a **material** ~~duly called extraordinary general meeting, such later date), we will distribute the aggregate amount then on deposit in the Trust Account (less up to $ 100, 000 of the net interest to pay dissolution expenses and which interest will be net of taxes payable), pro rata to our public shareholders by way of redemption and cease all operations except for the purposes of winding- up of our affairs. Any redemption of public shareholders from the Trust Account will be affected automatically by function of the Cayman Constitutional Documents prior to any voluntary winding- up. If we are required to wind- up, liquidate the Trust Account and distribute such amount therein, pro rata, to our public shareholders, as part of any liquidation process, such winding- up, liquidation and distribution must comply with the applicable provisions of the Cayman Islands Companies Act. In that case, investors may be forced to wait beyond September 30, 2023 (or if such date is further extended at a duly called extraordinary general meeting, such later date), before the redemption proceeds of the Trust Account become available to them, and they receive the return of their pro rata portion of the proceeds from the Trust Account. We have no obligation to return funds to investors prior to the date of our redemption or liquidation unless, prior thereto, we consummate our initial business combination or amend certain provisions of our Cayman~~

~~Constitutional Documents and only then in cases where investors have properly sought to redeem their public shares. Only upon our redemption or any liquidation will public shareholders be entitled to distributions if we have not completed our initial business combination within the required time period and do not amend certain provisions of our Cayman Constitutional Documents prior thereto. Our shareholders may be held liable for claims by third parties against us to the extent of distributions received by them upon redemption of their shares. If we are forced to enter into an insolvent liquidation, any distributions received by shareholders could be viewed as an unlawful payment if it was proved that immediately following the date on which the distribution was made, we were unable to pay our debts as they fall due in the ordinary course of business. As a result, a liquidator could seek to recover all amounts received by our shareholders. Furthermore, our directors may be viewed as having breached their fiduciary duties to us or our creditors or may have acted in bad faith, and thereby exposing themselves and our company to claims, by paying public shareholders from the Trust Account prior to addressing the claims of creditors. We cannot assure you that claims will not be brought against us for these reasons. 15We have not registered the Aurora Class A ordinary shares and the Aurora Class B ordinary shares issuable upon exercise of the warrants under the Securities Act or any state securities laws, and such registration may not be in place when an investor desires to exercise warrants, thus precluding such investor from being able to exercise its warrants except on a cashless basis. If the issuance of the shares upon exercise of warrants is not registered, qualified or exempt from registration or qualification, the holder of such warrant will not be entitled to exercise such warrant and such warrant may have no value and expire worthless. We have not registered the Aurora Class A ordinary shares and the Aurora Class B ordinary shares issuable upon exercise of the warrants under the Securities Act or any state securities laws at this time. However, under the terms of the warrant agreement, we have agreed that as soon as practicable, but in no event later than thirty business days after the closing of an initial business combination, we will use commercially reasonable efforts to file with the SEC a registration statement for the registration, under the Securities Act, of the Aurora Class A ordinary shares and the Aurora Class B ordinary shares, issuable upon exercise of the warrants. The Company will use its best efforts to cause the same to become effective within 30 business days after the closing of the Company’ s initial business combination and to maintain the effectiveness of such registration statement, and a current prospectus relating thereto, until the expiration or redemption of the warrants in accordance with the provisions of the warrant agreement. If any such registration statement has not been declared effective by the 30th business day following the closing of the Company’ s initial business combination, holders of the warrants shall have the right, during the period beginning on the 31st business day after the closing of a business combination and ending upon such registration statement being declared effective by the SEC, and during any other period when the Company shall fail to have maintained an effective registration statement covering the Aurora Class A ordinary shares and the Aurora Class B ordinary shares, issuable upon exercise of the warrants, to exercise such warrants on a “ cashless basis, ” by exchanging the warrants (in accordance with Section 3 (a) (9) of the Securities Act (or any successor rule) or another exemption) However, no warrant will be exercisable for cash or on a cashless basis, and we will not be obligated to issue any shares to holders seeking to exercise their warrants, unless the issuance of the shares upon such exercise is registered or qualified under the securities laws of the state of the exercising holder, or an exemption from state registration is available. If that exemption, or another exemption, is not available, holders will not be able to exercise their warrants on a cashless basis. Notwithstanding the above, if the Aurora Class A ordinary shares and the Aurora Class B ordinary shares are at the time of any exercise of a public warrant not listed on a national securities exchange such that they satisfy the definition of a “ covered security ” under Section 18 (b) (1) of the Securities Act, we may, at our option, require holders of public warrants who exercise their warrants to do so on a “ cashless basis ” in accordance with Section 3 (a) (9) of the Securities Act and, in the event we so elect, we will not be required to file or maintain in effect a registration statement, but we will use our commercially reasonable efforts to register or qualify the shares under applicable blue sky laws to the extent an exemption is not available. In no event will we be required to net cash settle any warrant, or issue securities or other compensation in exchange for the warrants in the event that we are unable to register or qualify the shares underlying the warrants under applicable state securities laws and there is no exemption available. If the issuance of the shares upon exercise of the warrants is not so registered or qualified or exempt from registration or qualification, the holder of such warrant will not be entitled to exercise such warrant and such warrant may have no value and expire worthless. In such event, holders who acquired their warrants as part of a purchase of units will have paid the full unit purchase price solely for the Aurora Class A ordinary shares and the Aurora Class B ordinary shares included in the units. If and when the warrants become redeemable by us, we may exercise our redemption right even if we are unable to register or qualify the underlying securities for sale under all applicable state securities laws. If a warrant holder exercises its public warrants on a “ cashless basis, ” such holder will receive fewer Class A ordinary shares and Class B ordinary shares from such exercise than if such holder were to exercise such warrants for cash. There are circumstances in which the exercise of the public warrants may be required or permitted to be made on a cashless basis. First, if a registration statement covering the Class A ordinary shares and Class B ordinary shares issuable upon exercise of the warrants is not effective by the 30th business day following the closing of the Company’ s initial business combination, warrant holders may, until such time as there is an effective registration statement, exercise warrants on a cashless basis in accordance with Section 3 (a) (9) of the Securities Act or another exemption. Second, if a registration statement covering the Class A ordinary shares and Class B ordinary shares issuable upon exercise of the warrants is not effective within a specified period following the filing of such registration statement, warrant holders may, until such time as there is an effective registration statement and during any period when we shall have failed to maintain an effective registration statement, exercise warrants on a cashless basis pursuant to the exemption provided by Section 3 (a) (9) of the Securities Act, provided that such exemption is available; if that exemption, or another exemption, is not available, holders will not be able to exercise their warrants on a cashless basis. Third, if we call the public warrants for redemption, under certain circumstances, warrant holders will be able to exercise their warrants on a cashless basis. 16The grant of registration rights to our initial shareholders may make it more difficult to complete our initial business combination, and the future exercise of such rights may adversely affect the market price of our ordinary shares. Pursuant to an~~

~~agreement entered into concurrently with the issuance and sale of the securities in the initial public offering, our initial shareholders and their permitted transferees can demand that we register the ordinary shares into which are founder shares are convertible, the Private Placement Warrants, the ordinary shares issuable upon exercise of the Private Placement Warrants held, or to be held, by them, and holders of warrants that may be issued upon conversion of working capital loans may demand that we register such warrants or the ordinary shares issuable upon exercise of such warrants. We will bear the cost of registering these securities. The registration and availability of such a significant number of securities for trading in the public market may have an~~ adverse effect on ~~the market price of~~ our ~~ordinary shares. Resources could be wasted in researching~~ business ~~combinations that are not completed~~ , ~~which could materially adversely affect subsequent attempts to locate and acquire or merge with another business. If we do not complete an initial business combination, our public shareholders may receive only approximately $ 10. 00 per share, or less than such amount in certain circumstances, on the liquidation of the Trust Account and our warrants will expire worthless. The investigation of each specific target business and the negotiation, drafting and execution of relevant agreements, disclosure documents and other instruments required substantial management time and attention and substantial costs for accountants, attorneys, consultants and others. If we decide not to complete a specific initial business combination, the costs incurred up to that point for the proposed transaction likely would not be recoverable. Furthermore, we may fail to complete our initial business combination for any number of reasons including those beyond our control. Any such event will result~~ **results** ~~in a loss to us~~ of **operations** ~~the related costs incurred which could materially adversely affect subsequent attempts to locate and acquire or merge with another business. If we do not complete an initial business combination~~ , ~~our public shareholders may receive only approximately $ 10. 00 per share on the liquidation of the Trust Account and our warrants will expire worthless. In certain circumstances, our public shareholders may receive less than $ 10. 00 per share on the redemption of their shares. We may issue additional securities or otherwise incur substantial debt, to complete an initial business combination, which may adversely affect our leverage and~~ financial condition and ~~thus negatively impact the value of our shareholders' investment in us. Although we currently have no commitments to issue any debt securities, or to otherwise incur outstanding debt, we may choose to incur substantial debt to complete our initial business combination. The incurrence of debt could have a variety of negative effects, including: ● default and foreclosure on our assets if our operating revenues after an initial business combination are insufficient to repay our debt obligations; ● acceleration of our obligations to repay the indebtedness even if we make all principal and interest payments when due if we breach certain covenants that require the maintenance of certain financial ratios or reserves without a waiver or renegotiation of that covenant; ● our immediate payment of all principal and accrued interest, if any, if the debt is payable on demand; ● our inability to obtain necessary additional financing if the debt contains covenants restricting our ability to obtain such financing while the debt is outstanding; ● our inability to pay dividends on our ordinary shares; ● using a substantial portion of our cash flow to pay principal and interest on our debt, which will reduce the funds available for dividends on our ordinary shares if declared, our ability to pay expenses, make capital expenditures and acquisitions, and fund other general corporate purposes; ● limitations on our flexibility in planning for and reacting to changes in our business and in the industry in which we operate; 17 ● increased vulnerability to adverse changes in general economic, industry and competitive conditions and adverse changes in government regulation; ● limitations on our ability to borrow additional amounts for expenses, capital expenditures, acquisitions, debt service requirements, and execution of our strategy; and ● other disadvantages compared to our competitors who have less debt. We may issue additional Class A ordinary shares or preferred shares to complete our initial business combination or under an employee incentive plan after completion of our initial business combination. We may also issue additional Class A ordinary shares upon the conversion of the founder shares at a ratio greater than one- to- one at the time of our initial business combination as a result of the anti- dilution provisions contained in our memorandum and articles of association. Any such issuances would dilute the interest of our shareholders and likely present other risks. Our Cayman Constitutional Documents authorize the issuance of up to The Cayman Constitutional Documents authorize 555, 000, 000 shares, consisting of 500, 000, 000 Class A ordinary shares, 50, 000, 000 Aurora Class B ordinary shares and 5, 000, 000 preference shares. As of December 31, 2022, the total founder shares outstanding are 6, 950, 072 Class B ordinary shares. The founder shares will convert into Class A ordinary shares after our initial business combination only to the extent certain triggering events occur prior to the fifth an anniversary of our initial business combination. We may issue a substantial number of additional Class A ordinary shares or preferred shares to complete our initial business combination or under an employee incentive plan after completion of our initial business combination. The issuance of additional shares of ordinary shares or preferred shares, including any forward purchase shares: ● may significantly dilute the equity interest of investors; ● may subordinate the rights of holders of Class A ordinary shares if preferred shares are issued with rights senior to those afforded our Class A ordinary shares; ● could cause a change in control if a substantial number of Class A ordinary shares is issued, which may affect, among other things, our ability to use our net operating loss carry forwards, if any, and could result in the resignation or removal of our present officers and directors; ● may have the effect of delaying or preventing a change of control of us by diluting the share ownership or voting rights of a person seeking to obtain control of us; and ● may adversely affect prevailing market prices for our Class A ordinary shares. We do not have a specified maximum redemption threshold. The absence of such a redemption threshold may make it possible for us to complete an initial business combination with which a substantial majority of our shareholders do not agree. Our Cayman Constitutional Documents do not provide a specified maximum redemption threshold, except that in no event will we redeem our public shares in an amount that would cause our net tangible assets to be less than $ 5, 000, 001 upon consummation of our initial business combination and after payment of deferred underwriting commissions (such that we are not subject to the SEC' s " penny stock " rules). As a result, we may be able to complete an initial business combination (including the Proposed Business Combination with Better) even though a substantial majority of our public shareholders do not agree with the transaction and have redeemed their shares or, if we do not conduct redemptions in connection with our initial business combination pursuant to the tender offer rules, have entered into privately negotiated agreements to sell their shares to the~~

~~Sponsor, our officers, directors, advisors or their affiliates. In the event the aggregate cash consideration we would be required to pay for all public shares that are validly submitted for redemption plus any amount required to satisfy cash conditions pursuant to the terms of a proposed initial business combination exceed the aggregate amount of cash available to us, we will not complete the initial business combination or redeem any shares, all public shares submitted for redemption will be returned to the holders thereof, and we instead may search for an alternate business combination. 18Our initial shareholders hold a substantial interest in us and will control the appointment of our board of directors until consummation of our initial business combination. As a result, they will appoint all of our directors prior to our initial business combination and may exert a substantial influence on actions requiring a shareholder vote, potentially in a manner that a public shareholder does not support. Our initial shareholders may exert a substantial influence on actions requiring a shareholder vote, potentially in a manner that a public shareholder does not support, including amendments to our Cayman Constitutional Documents and approval of major corporate transactions. If our initial shareholders purchase any additional ordinary shares in the aftermarket or in privately negotiated transactions, this would increase their control. Factors that would be considered in making such additional purchases would include consideration of the current trading price of our public shares. In addition, prior to our initial business combination, our initial shareholders will have the right to appoint all of our directors and may remove members of the board of directors for any reason. Holders of our public shares will have no right to vote on the appointment of directors during such time. As a result, a public shareholder will not have any influence over the appointment of directors prior to our initial business combination. Accordingly, our initial shareholders will continue to exert control at least until the completion of our initial business combination. Compliance obligations under the Sarbanes- Oxley Act may make it more difficult for us to effectuate our initial business combination, require substantial financial and management resources, and increase the time and costs of completing an initial business combination. Section 404 of the Sarbanes- Oxley Act requires that we evaluate and report on our system of internal controls. Only in the event we are deemed to be a large accelerated filer or an accelerated filer, and no longer qualify as an emerging growth company, will we be required to comply with the independent registered public accounting firm attestation requirement on our internal control over financial reporting. Further, for as long as we remain an emerging growth company, we will not be required to comply with the independent registered public accounting firm attestation requirement on our internal control over financial reporting. The fact that we are a blank check company makes compliance with the requirements of the Sarbanes- Oxley Act particularly burdensome on us as compared to other public companies because a target company with which we seek to complete our initial business combination may not be in compliance with the provisions of the Sarbanes- Oxley Act regarding adequacy of its internal controls. The development of the internal control of any such entity to achieve compliance with the Sarbanes- Oxley Act may increase the time and costs necessary to complete any such business combination. Risks Relating to Our Management TeamWe are dependent upon our officers and directors and their departure could adversely affect our ability to operate. Our operations are dependent upon a relatively small group of individuals and, in particular, our officers and directors. We believe that our success depends on the continued service of our officers and directors, at least until we have completed our initial business combination. We do not have an employment agreement with, or key- man insurance on the life of, any of our directors or officers. The unexpected loss of the services of one or more of our directors or officers could have a detrimental effect on us. Our ability to successfully effect our initial business combination and to be successful thereafter will be totally dependent upon the efforts of our key personnel, some of whom may join the Company following our initial business combination. The loss of key personnel could negatively impact the operations and profitability of the post- combination business. Our ability to successfully effect our initial business combination is dependent upon the efforts of our key personnel. The role of our key personnel in the target business, however, cannot presently be ascertained. Although some of our key personnel may remain with the target business in senior management or advisory positions following our initial business combination, it is likely that some or all of the management of Better or any other target business will remain in place. These individuals may be unfamiliar with the requirements of operating a company regulated by the SEC, which could cause us to have to expend time and resources helping them become familiar with such requirements. In addition, our officers and directors of an initial business combination candidate may resign upon completion of our initial business combination. The departure of an initial business combination target' s key personnel could negatively impact the operations and profitability of the post- combination business. Although we contemplate that certain members of an initial business combination candidate' s management team will remain associated 19with the initial business combination candidate following our initial business combination, it is possible that members of the management of an initial business combination candidate will not wish to remain in place. The loss of key personnel could negatively impact the operations and profitability of the post- combination business. Members of our management team and our board of directors and their respective affiliated companies have been, and may from time to time be, involved in legal proceedings or governmental investigations unrelated to our business. Members of our management team and our board of directors have been involved in a wide variety of businesses. Such involvement has, and may lead to, media coverage and public awareness. As a result of such involvement, members of our management team and our board of directors and their respective affiliated companies have been, and may from time to time be, involved in legal proceedings or governmental investigations unrelated to our business. Any such proceedings or investigations may be detrimental to our reputation and could negatively affect our ability to identify and complete an initial business combination and may have an adverse effect on the price of our securities. Certain of our officers and directors are now, and all of them may in the future become, affiliated with entities engaged in business activities similar to those intended to be conducted by us and, accordingly, may have conflicts of interest in allocating their time and determining to which entity a particular business opportunity should be presented. Until we consummate an initial business combination, we intend to engage in the business of identifying and combining with one or more businesses. Our officers and directors are, and may in the future become, affiliated with entities (such as operating companies or investment vehicles) that are engaged in a similar business. Our officers and directors also may become aware of business opportunities which may be appropriate for presentation to us and other entities to~~

~~which they owe certain fiduciary or contractual duties. Any such opportunities may present additional conflicts of interest in pursuing an acquisition target, and our directors and officers may have conflicts of interest in determining to which entity a particular business opportunity should be presented. These conflicts may not be resolved in our favor and a potential target business may be presented to another entity prior to its presentation to us. In addition, the Sponsor, officers and directors may participate in the formation of, or become an officer or director of, any other blank check company prior to completion of our initial business combination. As a result, the Sponsor, officers or directors could have conflicts of interest in determining whether to present business combination opportunities to us or to any other blank check company with which they may become involved. Nevertheless, our management team has significant experience in identifying and executing multiple acquisition opportunities simultaneously and we are not limited by industry or geography in terms of the acquisition opportunities we can pursue. Our officers, directors, security holders and their respective affiliates may have competitive pecuniary interests that conflict with our interests. We have not adopted a policy that expressly prohibits our directors, officers, security holders or affiliates from having a direct or indirect pecuniary or financial interest in any investment to be acquired or disposed of by us or in any transaction to which we are a party or have an interest. We do not have a policy that expressly prohibits any such persons from engaging for their own account in business activities of the types conducted by us. Accordingly, such persons or entities may have a conflict between their interests and ours. Risks Relating to Our SecuritiesPublic shareholders will not have any rights or interests in funds from the Trust Account, except under certain limited circumstances. To liquidate~~ **liquidity** ~~an investment, therefore, a public shareholder may be forced to sell its public shares or warrants, potentially at a loss. Our public shareholders will be entitled to receive funds from the Trust Account only upon the earliest to occur of: (i) the completion of a business combination (including the Closing), (2) the redemption of any public shares properly tendered in connection with a shareholder vote to amend the Cayman Constitutional Documents to modify the substance or timing of Aurora' s obligation to redeem 100 % of the public shares if it does not complete a business combination by September 30, 2023 and (3) the redemption of all 20of the public shares if Aurora is unable to complete a business combination by September 30, 2023 (or if such date is further extended at a duly called extraordinary general meeting, such later date), subject to applicable law. In no other circumstances will a public shareholder have any right or interest of any kind in the Trust Account. Holders of warrants will not have any right to the proceeds held in the Trust Account with respect to the warrants. Accordingly, to liquidate its investment, an investor may be forced to sell its public shares or warrants, potentially at a loss. Nasdaq may delist our securities from trading on its exchange, which could limit investors' ability to make transactions in our securities and subject us to additional trading restrictions. Our units, Class A ordinary shares and warrants are listed on the Nasdaq. There can be no assurance that our securities will continue to be listed on the Nasdaq or other national securities exchange in the future or prior to our initial business combination. In order to continue listing our securities on the Nasdaq prior to our initial business combination, we must maintain certain financial, distribution and stock price levels. Generally, we must maintain a minimum amount in shareholders' equity and a minimum number of holders of our securities. Additionally, in connection with our initial business combination, we will be required to demonstrate compliance with the Nasdaq' s initial listing requirements, in order to continue to maintain the listing of our securities on the Nasdaq. For instance, our stock price would generally be required to be at least $ 4. 00 per share~~ . There can be no assurance that we will be able to **protect our intellectual property now or in the future against unauthorized use within each of our geographic markets. Filing, prosecuting and defending our intellectual property in all countries throughout the world may be prohibitively expensive. We may not be able to effectively protect our intellectual property from misappropriation or infringement in countries where effective patent, trademark, trade secret and other intellectual property laws and judicial systems may be unavailable or may not adequately protect our proprietary rights. The lack of adequate legal protections of intellectual property or of legal remedies for related actions could have a material adverse effect on our business, results of operations, financial condition and liquidity. Risks Related to Our Indebtedness and Warehouse Lines of Credit Our debt obligations could materially and adversely affect our business, financial condition, results of operations, and prospects. Our ability to** meet **our payment obligations under our outstanding indebtedness depends on our ability to generate significant cash flows or obtain external financing in the future. We cannot assure you that we will be able to generate sufficient cash flow or obtain external financing on terms acceptable to us or at all. We have incurred in the past, and expect to incur in the future, debt to finance our operations, capital investments, and business acquisitions and to restructure our capital structure. Our debt obligations could materially and adversely impact us. For example,** ~~those~~ **these** ~~initial~~ **obligations could: • require us to use a large portion of our cash flow to pay principal and interest on debt, which will reduce the amount of cash flow available to fund mortgage loan originations, working capital, capital expenditures, acquisitions, research and development (" R & D "), expenditures and other business activities; • result in certain of our debt instruments being accelerated to be immediately due and payable or being deemed to be in default if certain terms of default are triggered, such as applicable cross-default and / or cross- acceleration provisions; • limit our future ability to raise funds for working capital, mortgage loans, capital expenditures, strategic acquisitions or business opportunities, R & D and other general corporate requirements; • restrict our ability to incur specified indebtedness, create or incur certain liens and enter into sale-leaseback financing transactions; • increase our vulnerability to adverse economic and industry conditions; and • increase our exposure to interest rate risk from variable rate indebtedness. Our ability to comply with these provisions may be affected by events beyond our control, and if we are unable to meet or maintain the necessary covenant requirements or satisfy, or obtain waivers for, the covenants, we may lose the ability to borrow under all of our debt facilities, which could materially and adversely affect our business. Our ability to meet our payment obligations and satisfy certain financing covenants (including tangible net worth, liquidity, and maximum levels of consolidated leverage) under our debt facilities depends on our ability to generate significant cash flows or obtain external financing in the future. This ability, to some extent, is subject to market, economic, financial, competitive, legislative and regulatory**

factors as well as other factors that are beyond our control. On October 12, 2023, the Company was notified by the listing **qualifications staff of Nasdaq (the " Nasdaq Staff ") that the Company is not in compliance with the Bid Price Rule for continued listing and that a failure to meet the minimum bid price** ~~requirements~~ **requirement exists if the deficiency continues for a period of 30 consecutive business days. If our Class A Common Stock ceases to be listed on the Nasdaq, such delisting would constitute a fundamental change under the indenture for the Convertible Note that would require the Company to redeem the Convertible Note prior to maturity for an amount in cash equal to the principal amount of such Convertible Note plus accrued and unpaid interest to the redemption date. As of December 31, 2023, the Company had cash and cash equivalents, together with short- term investments and restricted cash, of $ 554 million, compared to $ 528. 6 million principal amount outstanding under the Convertible Note. If the Company is required to redeem the Convertible Note prior to maturity, the Company may not have sufficient available cash and cash equivalents or be able to obtain additional liquidity, on acceptable terms or** at ~~that time. If~~ **all, to enable** the **Company to redeem or refinance the Convertible Note. See " — Risks Related to Ownership of Common Stock and Better Home & Finance Operating as a Public Company — Since the Class A Common Stock is currently trading under $ 1. 00,** Nasdaq **may** ~~delists~~ **delist** our securities from trading on its exchange **, which would limit investors' ability to make transactions in our securities, subject us to additional trading restrictions and require us to redeem the Convertible Note. " There can be no assurance that our business will generate cash flow from operations, or that additional capital will be available to us, in amounts sufficient to enable us to meet our debt payment obligations and to fund other liquidity needs. Our ability to refinance existing debt and borrow additional funds is affected by a variety of factors, including: • limitations imposed on us under existing and future debt facilities that contain restrictive covenants and borrowing conditions that may limit our ability to raise additional debt; • a decline in liquidity in the credit markets, or elevated interest rates; • volatility in our mortgage loan sales secondary market; • the financial strength of the lenders from whom we borrow; • the decision of lenders from whom we borrow to reduce their exposure to mortgage loans due to global economic conditions, or a change in such lenders' strategic plan, future lines of business, the COVID- 19 pandemic, or otherwise; • the larger portion of our warehouse lines that is uncommitted, versus what is committed; • more stringent financial covenants in such refinanced facilities, which we may not be able to achieve; and • accounting changes that impact calculations of covenants in our debt facilities. If the refinancing or borrowing guidelines become more stringent and such changes result in increased costs to comply or decreased loan production volume, such changes could materially and adversely affect our business. We rely on our warehouse lines to fund loans and otherwise operate our business. If one or more of such facilities is terminated or otherwise becomes unavailable for us to use, we may be unable to find replacement financing at commercially favorable terms, or at all, which could have a material adverse effect on our business. Our business model is to fund substantially all of the loans we close on a short- term basis primarily under our warehouse lines as well as from our operations and available cash for any amounts not advanced by warehouse lenders. Loan production activities generally require short- term liquidity in excess of amounts generated by our operations. The loans we produce are typically financed through one of our warehouse lines before being sold to a loan purchaser. Our borrowings are in turn generally repaid with the proceeds we receive from mortgage loan sales. We are currently, and may in the future continue to be, dependent upon three warehouse lenders to provide the primary funding facilities for our loans. Delays or failures in the mortgage loan sales could have a material adverse effect on our liquidity and our ability to repay existing borrowings or obtain additional funds. Consistent with industry practice, we hedge our loan pipeline to optimize Gain on Sale Margin. For more information, see " — Risks Related to Our Market, Industry, and General Economic Conditions — Our hedging strategies may not be successful in mitigating our risks associated with changes in interest rates, which could materially and adversely affect our earnings. " We currently have a lower proportion of loans funded through our warehouse lines than our typical past practice. As our origination volumes have declined, the number of loans we originate that are ineligible for warehouse funding, or are required to be repurchased from loan purchasers due to underwriting defects, have made up a larger share of our loans held for sale. Specifically, a loan purchaser can require us to repurchase a defective loan up to three years after sale, and therefore even if the percentage of loans requiring repurchase remains steady, they make up a larger portion of current loans held for sale given the volume decline. Additionally, our net losses in 2023, 2022 and 2021 have led to lower advance rates under our warehouse facilities than we have had in the past. Because our business model is to utilize warehouse facilities as short- term financing for our loan production, the decreased utilization of our warehouse lines for our current portfolio of loans held for sale may have a stronger effect on our liquidity than it would otherwise. Consistent with industry practice, our existing warehouse lines are 364- day facilities, with maturities staggered throughout the calendar year, and these facilities are therefore required to be renewed on** ~~and~~ **an annual basis. Our access to, and our ability to renew, our existing warehouse lines has suffered and could continue to suffer in the event of: (i) the deterioration in the performance of the loans underlying the warehouse lines; (ii) our failure to maintain sufficient levels of eligible assets; (iii) our inability to collect and maintain all records relating to the mortgage loans underlying the warehouse lines; (iv) our inability to access the secondary market for mortgage loans; or (v) perceived reputational concerns by warehouse lenders. In the event that a number of our warehouse lines are terminated or are not renewed, if such counterparties to any of these agreements fail to perform or if the principal amount that may be drawn under our funding agreements that provide for immediate funding at closing were to significantly decrease, we may be unable to find replacement financing on commercially favorable terms, or at all, which could materially and adversely affect our business. In addition, our reliance on warehouse lines of credit for purposes of funding loans contains certain risks, as the financial crisis of 2008- 2009 resulted in certain warehouse lenders refusing to honor lines of credit for non- banks without a deposit base. Given the broad impact of elevated interest rates on the financial markets, our future ability to borrow money to fund our**

current and future loan production is uncertain. If we are unable to refinance or obtain additional funds for borrowing, our ability to maintain or grow our business could be limited. If the value of the collateral underlying certain of our warehouse lines decreases, we could be required to satisfy a margin call, and an unanticipated margin call could have a material adverse effect on our liquidity. Certain of our warehouse lines are subject to margin calls based on the lender' s opinion of the value of the loan collateral securing such financing. A margin call would require us to repay a portion of the outstanding borrowings. A large, unanticipated margin call could have a material adverse effect on our liquidity. We may face such margin calls as a result of, for example, periods of substantially higher interest rate volatility and other market conditions. To date, we have satisfied all margin calls. There can be no assurance that we will be able to satisfy future margin calls, and any failure to do so would materially and adversely affect our business, financial condition and results of operations. Borrowings under our finance and warehouse lines expose us to interest rate risk because of variable rates of interest that could materially and adversely impact the financing of our business. Borrowings under our finance and warehouse lines are at variable rates of interest, which also expose us to interest rate risk. If interest rates increase, our debt service obligations on certain of our variable- rate indebtedness will increase even though the amount borrowed remains the same, and our net income and cash flows, including cash available for servicing our indebtedness, will correspondingly decrease. We have not historically entered into interest rate swaps on our warehouse lines of credit to reduce interest rate volatility. We operate in a heavily regulated industry, and our loan production and real estate brokerage activities, title and settlement services activities and homeowners insurance agency activities expose us to risks of noncompliance with a large and increasing body of complex laws and regulations at the U. S. federal, state and local levels, which, at times, may be inconsistent. Due to the heavily regulated nature of the mortgage, home ownership, real estate, and insurance industries, we are required to comply with a wide array of U. S. federal, state and local laws and regulations that regulate, among other things, the manner in which we conduct our loan production and other businesses and the fees that we may charge, and the collection, use, retention, protection, disclosure, transfer and other processing of personal information. Governmental authorities and various U. S. federal and state agencies have broad oversight and supervisory authority over our business. For instance, because we produce loans and provide Better Plus products and services across numerous states, we must be licensed in all relevant jurisdictions and comply with the respective laws and regulations of each, as well as with judicial and administrative decisions applicable to us. Both the scope of the laws and regulations and the intensity of the supervision to which our business is subject have increased over time, in response to the financial crisis as well as other factors such as technological and market changes. Failure to satisfy certain requirements or restrictions could result in a variety of regulatory actions such as fines, directives requiring certain steps be taken, suspension of authority to operate or ultimately a revocation of authority or license. Certain types of regulatory actions could result in a breach of representations, warranties and covenants, and potentially cross-defaults in our financing arrangements which could limit or prohibit our access to liquidity to operate our business. In addition, while the Biden administration promulgates new rules or guidance, it also may interpret existing laws and regulations in novel ways and / or expand enforcement priorities at certain federal agencies, such as the CFPB and the FTC. It is therefore possible that new rulemakings, interpretations, or enforcement actions will materially and adversely affect our business, affiliates, and strategic relationships. We expect that our business will remain subject to extensive regulation and supervision. Although we have systems and procedures designed to comply with developing legal and regulatory requirements, we cannot assure you that more restrictive laws and regulations will not be adopted in the future, or that governmental bodies or courts will not interpret existing laws or regulations in a different or more restrictive manner than we have, which could render our current business practices non- compliant or which could make compliance more difficult or expensive. Any of these or other changes in laws or regulations could materially and adversely affect our business, financial condition, results of operations, and prospects. We are subject to various telecommunications, data protection and privacy laws and regulations, as well as various consumer protection laws, including predatory lending laws, and failure to comply with such laws can result in material adverse effects. We are currently subject to a variety of, and may in the future become subject to additional U. S. federal, state and local laws and regulations that are continuously evolving and developing, including laws on advertising, as well as privacy laws and regulations, such as the TCPA, the Telemarketing Sales Rule, the the CAN- SPAM Act, the GLBA, and, at the state level, the CCPA, the VCDPA, the CPA, and the Connecticut Data Privacy Act. We expect more states to enact similar comprehensive privacy legislation, as Delaware, Indiana, Iowa, New Jersey, Montana, Oregon, Tennessee, Texas and Utah have done, with their new laws becoming effective in December 2023 (Utah), July 2024 (Oregon and Texas), October 2024 (Montana), January 2025 (Delaware, Iowa and New Jersey), July 2025 (Tennessee) and January 2026 (Indiana). These types of laws and regulations directly impact our business and require ongoing compliance, monitoring and internal and external audits as they continue to evolve, and may result in ever- increasing public and regulatory scrutiny and escalating levels of enforcement and sanctions. Subsequent changes to data protection and privacy laws and regulations could also impact how we process personal information and, therefore, limit the effectiveness of our product offerings or our ability to operate or expand our business, including limiting strategic relationships that may involve the sharing of personal information. We must also comply with a number of federal, state and local consumer protection laws and regulations including, among others, the TILA, RESPA, the Equal Credit Opportunity Act, the FCRA, the Fair and Accurate Credit Transactions Act of 2003, the Red Flags Rule, the Fair Housing Act, the Electronic Fund Transfer Act, the Servicemembers Civil Relief Act, the Military Lending Act, the Fair Debt Collection Practices Act, the Homeowners Protection Act, the HMDA, the HOEPA, the SAFE Act, the Federal Trade Commission Act, the FTC Credit Practices Rules and the FTC Telemarketing Sales Rule, the Mortgage Acts and Practices Advertising Rule, the BSA and anti- money laundering requirements, the FCPA, the Electronic Signatures in Global and National Commerce

Act and related state- specific versions of the Uniform Electronic Transactions Act, the Dodd- Frank Act and other U. S. federal and state laws prohibiting unfair, deceptive or abusive acts or practices as well as the Bankruptcy Code and state foreclosure laws. These statutes apply to loan production, loan servicing, marketing, use of credit reports or credit- based scores, safeguarding of nonpublic, personally identifiable information about our customers, foreclosure and claims handling, investment of and interest payments on escrow balances and escrow payment features, and mandate certain disclosures and notices to customers. In particular, U. S. federal, state and local laws have been enacted that are designed to discourage predatory lending and servicing practices. The HOEPA prohibits inclusion of certain provisions in residential loans that have mortgage rates or origination fees in excess of prescribed levels and requires that borrowers be given certain disclosures prior to origination. Some states have enacted, or may enact, similar laws or regulations which, in some cases, impose restrictions and requirements greater than those imposed by the HOEPA. In addition, under the anti- predatory lending laws of some states, the production of certain residential loans, including loans that are not classified as " high cost " loans under applicable law, must satisfy a net tangible benefits test with respect to the related borrower. This test may be highly subjective and open to interpretation. As a result, a court may determine that a residential loan, for example, does not meet the test even if the related originator reasonably believed that the test was satisfied. Failure of residential loan originators or servicers to comply with these laws, to the extent any of their residential loans are or become part of our mortgage- related assets, could subject us, as a producer of loans or servicer or, in the case of acquired loans, as an assignee or purchaser, to monetary penalties and could result in the borrowers rescinding the affected loans. Lawsuits have been brought in various states making claims against originators, servicers, assignees and purchasers of high- cost loans for violations of state law. Named defendants in these cases have included numerous participants within the secondary mortgage market. If our loans are found to have been produced in violation of predatory or abusive lending laws, we could be subject to lawsuits or governmental actions or we could be fined or incur losses and incur reputational damage. Our failure to comply with applicable U. S. federal, state and local telecommunications, data protection, privacy and consumer protection laws could lead to: • loss of our licenses and approvals to engage in our lending, servicing and brokering businesses; • damage to our reputation in the industry; • governmental investigations and enforcement actions, which also could involve allegations that such compliance failures demonstrate weaknesses in our CMS; • administrative fines and penalties and litigation; • civil and criminal liability, including class action lawsuits and defenses to foreclosure; • diminished ability to sell loans that we produce or purchase, requirements to sell such loans at a discount compared to other loans or repurchase or address indemnification claims from purchasers of such loans, including the GSEs; • inability to raise capital; and • inability to execute on our business strategy, including our growth plans. We did not receive approval from New York state regulators prior to Closing of the Business Combination, which could adversely affect our business. The Closing of the Business Combination required certain state regulatory approvals from states in which we are licensed. We did not receive approval from New York state regulators prior to Closing of the Business Combination, including the New York State Department of Financial Services. Accordingly, the New York State Department of Financial Services has the discretion to suspend or revoke our license or otherwise restrict our ability to originate or service loans in New York and impose administrative fines, penalties or enforcement actions or civil and / or criminal penalties. We continue to work to obtain approval from New York state regulators for the Business Combination. While New York comprised approximately 5 % of our Funded Loan Volume in 2023, restrictions on our ability to originate loans in New York or other enhanced regulatory scrutiny would negatively affect our business, results of operations and growth prospects, as well as potentially negatively impact market perception of us and our relationships with vendors and other stakeholders. Our Better Real Estate and Better Settlement Services businesses are subject to significant additional regulation. Better Real Estate as a licensed real estate brokerage, and Better Settlement Services as a licensed title and settlement services provider are currently subject to a variety of, and may in the future become subject to, additional federal, state and local laws that are continuously changing, including laws related to: the real estate, brokerage, title and mortgage industries; mobile- and internet- based businesses; and data security, advertising, privacy and consumer protection laws (which may include fiduciary duties of the real estate broker to the consumer). For instance, Better Real Estate and Better Settlement Services are subject to U. S. federal laws such as RESPA, which prohibit kickbacks, referrals, and unearned fees, and include restrictions on affiliated business arrangements. See " — Risks Related to Our Regulatory Environment — Federal and state laws regulate our strategic relationships with third parties and affiliates; a determination that we have failed to comply with such laws could require restructuring of the relationships, result in material financial liabilities and exposure to regulatory enforcement and litigation risk, and / or diminish the value of these relationships. " Several states have also implemented laws and regulations aimed at prohibiting kickbacks and other inducements associated with referrals to or from title insurance agents or corporations. In some instances, these requirements are more expansive than RESPA, and negate certain exemptions an entity would rely on for purposes of RESPA compliance. Several states also have laws limiting the amount of title insurance that may be provided to an affiliate, such as Better Mortgage Corporation. These laws can be costly to comply with, require significant management attention, and could subject us to claims, government enforcement actions, civil and criminal liability or other remedies, including revocation of licenses and suspension of business operations. In some cases, how such laws and regulations will be applied to Better Real Estate is unclear to the extent those laws and regulations were created for more traditional real estate brokerages. If we are unable to comply with and become liable for violations of these laws or regulations, or if unfavorable regulations or interpretations of existing regulations by courts or regulatory bodies are implemented, we could be directly harmed and forced to implement new measures to reduce our liability exposure. It could cause our operations in affected markets to become overly expensive, time consuming or even impossible. As a result, we may be required to expend significant time, capital,

managerial and other resources to modify or discontinue certain operations, limiting our ability to execute our business strategies, deepen our presence in our existing markets or expand into new markets. In addition, any negative exposure or liability could harm our brand and reputation. Any costs incurred as a result of this potential liability could materially and adversely affect our business, financial condition, results of operations, and prospects. The laws and regulations to which we are subject are constantly evolving, together with the scope of supervision. As U. S. federal, state and local laws evolve, it may be more difficult for us to identify these developments comprehensively, to interpret changes accurately and to train our team members effectively with respect to these laws and regulations. Adding to these difficulties, laws may conflict with each other and, if we comply with the laws of one jurisdiction, we may find that we are violating laws of another jurisdiction. These difficulties potentially increase our exposure to the risks of noncompliance with these laws and regulations, which could materially and adversely affect our business. In addition, our failure to comply with these laws, regulations and rules may result in reduced payments by customers, modification of the original terms of loans, permanent forgiveness of debt, delays or defenses in the foreclosure process, increased servicing advances, litigation, enforcement actions and repurchase and indemnification obligations, as well as potential allegations that such compliance failures demonstrate weaknesses in our CMS. A failure to adequately supervise service providers and vendors, including outside foreclosure counsel, may also have a material adverse effect. The laws and regulations applicable to us are subject to administrative or judicial interpretation, but some of these laws and regulations have been enacted only recently and may not yet have been interpreted or may be interpreted infrequently or inconsistently. Ambiguities in applicable laws and regulations may leave uncertainty with respect to permitted or restricted conduct and may make compliance with laws, and risk assessment decisions with respect to compliance with laws difficult and uncertain. In addition, ambiguities make it difficult, in certain circumstances, to determine if, and how, compliance violations may be cured. The adoption by industry participants of different interpretations of these statutes and regulations has added uncertainty and complexity to compliance. We may fail to comply with applicable statutes and regulations even if acting in good faith, due to a lack of clarity regarding the interpretation of such statutes and regulations, which may lead to regulatory investigations, governmental enforcement actions or private causes of action with respect to our compliance. To resolve issues raised in examinations or other governmental actions, we may be required to take various corrective actions, including changing certain business practices, making refunds or taking other actions that could be financially or competitively detrimental to us. We expect to continue to incur costs to comply with governmental regulations. In addition, certain legislative actions and judicial decisions can give rise to the initiation of lawsuits against us for activities we conducted in the past. Furthermore, provisions in our mortgage loan and other loan product documentation, including but not limited to the mortgage and promissory notes we use in loan productions, could be construed as unenforceable by a court. We have been, and expect to continue to be, subject to regulatory enforcement actions and private causes of action from time to time with respect to our compliance with applicable laws and regulations. Failure to comply with employment and labor laws and regulations could materially and adversely affect our business, financial condition and results of operations. We are subject to a variety of federal and state employment and labor laws and regulations, including the Americans with Disabilities Act, the Federal Fair Labor Standards Act, the Worker Adjustment and Retraining Notification Act and other regulations related to working conditions, wage- hour pay, over- time pay, employee benefits, anti- discrimination, and termination of employment. Noncompliance with applicable regulations or requirements could subject us to investigations, sanctions, enforcement actions, disgorgement of profits, fines, damages, civil and criminal penalties, or injunctions. In addition from time to time we have received, and expect to continue to receive, correspondence from current and former employees terminated by us who threaten to bring claims against us alleging that we have violated one or more labor and employment laws or regulations. In certain instances, current and former employees have threatened to bring claims against us, some of which have proceeded to litigation or arbitration against us, and we may encounter similar threatened claims and actions against us in the future. An adverse outcome in any such litigation could require us to pay contractual damages, compensatory damages, punitive damages, attorneys' fees and costs. Claims, enforcement actions or other proceedings could harm our reputation, business, financial condition and results of operations. If we do not prevail in any possible civil litigation, our reputation, business, financial condition and results of operations could be materially adversely affected. In addition, responding to any action will likely result in a significant diversion of management' s attention and resources and an increase in professional fees. If we do not obtain and maintain the appropriate state licenses, we will not be allowed to produce or service loans or provide other services in some states, which could materially and adversely affect our business, financial condition, results of operations, and prospects. Our operations are subject to regulation, supervision and licensing under various U. S. federal, state and local statutes, ordinances and regulations. In most states in which we operate, a regulatory agency regulates and enforces laws relating to loan production and servicing companies such as us. These rules and regulations, which vary from state- to- state, generally provide for licensing as a loan production company, loan brokering company, loan servicing company, debt collection agency or third- party default specialist, as applicable, licensure for certain individuals involved in loan production and in some cases servicing, requirements as to the form and content of contracts and other documentation, licensing of team members and team member hiring background checks, restrictions on production, brokering and collection practices, fees and charges, disclosure and record- keeping requirements, and protection of borrowers' rights. Future state legislation and changes in existing regulation may significantly increase our compliance costs or reduce the amount of fees we may charge, which could make our business cost- prohibitive in the affected state or states and could materially and adversely affect our business. We are subject to periodic examination by state and other regulatory authorities in the jurisdictions in which we conduct business. In addition, we must comply with requirements to report to the state regulators certain changes to

our business; for instance, the maintenance of certain state licenses requires the submission of information regarding and the approval of control persons of the licensed entity which, depending on applicable state law, may include, for example, persons with a direct or indirect ownership interest of 10 % or more (and in certain contexts 5 % or more) of the outstanding voting power of our outstanding Common Stock. Some states in which we operate require special licensing or provide extensive regulation of our business. While we endeavor at all times to maintain all licenses and registrations applicable to the activities in which we engage, there is a risk that we could inadvertently conduct activities for which a state licensing authority takes the position licensure is required or that the state licensing agencies may interpret the licensing requirements in a manner that differs from the published statutes, regulations, or guidance or our interpretation of such. When we have become aware of such differences or novel interpretations — for example, when certain state regulators have questioned whether Better Mortgage Corporation acts under appropriate authority to perform production services on behalf of another lender — we have explained our interpretation, modified our activities, obtained additional state approval and / or entered into agreements that require modification of our activities, reporting obligations or penalties. This type of risk is inherent in the relationships between regulated entities and their regulators. Similarly, due to the geographic scope of our operations and the nature of the services our Better Real Estate business provides, we may be required to obtain and maintain additional real estate brokerage licenses in certain states where we operate. Some states require real estate agents or brokers to obtain entity or agency licenses for their real estate broker services, while other states require real estate agents or brokers to be licensed individually. There are also states that require both licensures. Most states require licensees to take periodic actions, such as through periodic renewal or ongoing education, to keep the license in good standing. Because its lender customers are in multiple states, Better Settlement Services is required to obtain and maintain various licenses for its title agents, providers of appraisal management services, abstracters and escrow and closing personnel. Some states, such as California, require Better Settlement Services to obtain entity or agency licensure, while other states require insurance agents or insurance producers to be licensed individually. There are also states that require both licensures. Many state licenses are perpetual, but licensees must take some periodic actions to keep the license in good standing. Likewise, as a homeowners insurance agency, Better Cover must obtain and maintain licenses in the states in which it does business. Most states in which Better Settlement Services and Better Cover transact insurance require that the entity be licensed as an insurance agency or producer. Many state licenses are perpetual, but licensees must take some periodic actions to keep their licenses in good standing. For example, these states typically require that each entity be affiliated with an individual licensee to serve as the entity' s designated responsible licensed producer (" DRLP "). The range of insurance products which the entity may transact may only be as broad as types of products which the DRLP may transact. A state may suspend the insurance operations of the entity in the event that the entity were not affiliated with a DRLP. If we enter new markets, as we have in expanding our Better Real Estate business, we may be required to comply with new laws, regulations and licensing requirements. As part of licensing requirements, we are typically required to designate individual licensees of record. We cannot ensure that we are, and will always remain, in full compliance with all relevant licensing laws and regulations, including because interpretation of those laws and regulations may change over time, and we may be subject to fines or penalties, including license suspension or revocation, for any non- compliance. If in the future a state agency were to determine that we are required to obtain additional licenses in that state in order to transact business, or if we lose an existing license or are otherwise found to be in violation of a law or regulation, our business operations in that state may be suspended until we obtain the license or otherwise remedy the compliance issue. Such findings also could subject us to reputational risks. We may not be able to maintain all requisite licenses and permits, and the failure to satisfy those and other regulatory requirements could restrict our ability to broker, produce, purchase, sell, service or enforce loans. Our failure to satisfy any such requirements also could result in a default under our warehouse lines, other financial arrangements and / or servicing agreements and have a material and adverse effect on our business, financial condition, results of operations, and prospects. Those states that currently do not provide extensive regulation of our business may later choose to do so, and if such states so act, we may not be able to obtain or maintain all requisite licenses and permits. The failure to satisfy those and other regulatory requirements could limit our ability to broker, produce, purchase, sell, service, or enforce loans in a certain state or could result in a default under our financing and servicing agreements and could have a material adverse effect on our business, financial condition, results of operations, and prospects. Furthermore, the adoption of additional, or the revision of existing, rules and regulations could materially and adversely affect our business, financial condition, results of operations, and prospects. The CFPB continues to be active in its monitoring of the loan production and servicing sectors. New or revised rules and regulations and more stringent enforcement of existing rules and regulations by the CFPB could result in increased compliance costs, enforcement actions, fines, penalties and the inherent reputational harm that results from such actions. We are subject to the regulatory, supervisory and examination authority of the CFPB, which has oversight of federal and state non- depository lending and servicing institutions, including residential mortgage originators and loan servicers. The CFPB has rulemaking authority with respect to many of the federal consumer protection laws applicable to mortgage lenders and servicers, including TILA and RESPA. The CFPB has issued or amended a number of regulations pursuant to the Dodd- Frank Act relating to loan production and servicing activities, including ability- to- repay and " qualified mortgage " underwriting standards, loan originator compensation standards, and other production standards and practices as well as servicing requirements that address, among other things, periodic billing statements, certain notices and acknowledgments, prompt crediting of borrowers' accounts for payments received, additional notice, review and timing requirements with respect to delinquent borrowers, loss mitigation, prompt investigation of complaints by borrowers, and lender- placed insurance notices. The CFPB has also amended provisions of the HOEPA regarding the

determination of high- cost mortgages, and of Regulation B, to implement additional requirements under the Equal Credit Opportunity Act with respect to valuations, including appraisals and automated valuation models. The CFPB has also issued guidance to loan servicers to address potential risks to borrowers that may arise in connection with transfers of servicing. Additionally, the CFPB has increased the focus on lender liability and vendor management across the mortgage and settlement services industries, which may vary depending on the services being performed. Effective March 1, 2021 and with a mandatory effective date of October 1, 2022, the CFPB revised the definition of a " qualified mortgage " (" QM ") which permits mortgage lenders to gain a presumption of compliance with the CFPB' s ability to repay requirements if a loan meets certain underwriting criteria. Subsequent to the effective date of the revised rule, lenders are required to comply with a new QM definition in order to receive a safe- harbor or rebuttable presumption of compliance under the ability- to- repay requirements of TILA and its implementing Regulation Z. The revision to the QM definition created additional compliance burdens and removed some of the legal certainties afforded to lenders under the old QM definition. Specifically, the revised QM rule eliminated the previous requirement limiting " qualified mortgages " to a 43 % debt- to- income ratio (" DTI "), and replaced it with pricing- based thresholds. Loans at 150 basis points or less over the average prime offer rate (" APOR ") as of the date the interest rate is set, get a safe harbor presumption of compliance, while loans between 151 and 225 basis points over the APOR benefit from a rebuttable presumption of compliance. The new rule also created new requirements for a lender to " consider " and " verify " a borrower' s income and debts and associated DTI, along with a number of other underwriting requirements. Additionally, the new QM definition eliminated a path to regulatory compliance that was available for originating loans that were eligible to be sold to Fannie Mae or Freddie Mac, which was heavily relied upon by a large segment of the mortgage industry. Due to the transition to the new QM definition, there may be residual compliance and legal risks associated with the implementation of these new underwriting obligations. The CFPB' s loan originator compensation rule prohibits compensating loan originators based on a term of a transaction or a proxy for a term of a transaction, prohibits loan originators from receiving compensation directly from a consumer and from another person in connection with the same transaction, imposes certain loan originator qualification and identification requirements, and imposes certain loan originator compensation recordkeeping requirements, among other things. The CFPB has iteratively adopted rules over the course of several years regarding mortgage servicing practices that required us to make iterative changes to our mortgage servicing processes and systems. CFPB examination activities have increased and will likely continue to increase, which could also greatly influence the availability and cost of residential mortgage credit and increase servicing costs and risks. These increased costs of compliance, the effect of these rules on the lending industry and loan servicing, and any failure in our ability to comply with the new rules by their effective dates, could materially and adversely affect our business. In addition, the CFPB has established expectations for a financial institution' s development and maintenance of a sound CMS that is integrated into the overall framework for product design, delivery, and administration across the institution' s entire product and service lifecycle, and that ensures that an institution' s vendors effectively manage their compliance. The CFPB expects an institution' s CMS to include board and management oversight and a compliance program that includes policies and procedures, training, monitoring and / or audit, and consumer complaint response. Our CMS could be criticized, for example, if it is determined that board and management oversight should be strengthened, certain aspects of our employee training program should be augmented, the audit function should be more independent, or we have not sufficiently identified and / or facilitated correction of compliance issues in a timely fashion, due to inadequate allocation of resources or staffing or other causes. Any patterns of violations of consumer financial laws could be considered evidence of CMS weaknesses. The CFPB also has broad enforcement powers, and can order for violations of its rules and standards, among other things, rescission or reformation of contracts, the refund of moneys or the return of real property, restitution, disgorgement or compensation for unjust enrichment, the payment of damages or other monetary relief, public notifications regarding violations, limits on activities or functions, remediation of practices, external compliance monitoring and civil money penalties. The CFPB has been active in investigations and enforcement actions and, when necessary, has issued civil money penalties to parties the CFPB determines have violated the laws and regulations it enforces. It is also expected that the CFPB' s enforcement posture will become significantly more stringent and aggressive, largely due to the change in leadership by the Biden administration. Our failure to comply with the federal consumer protection laws, rules and regulations to which we are subject, whether actual or alleged, could expose us to enforcement actions, potential litigation liabilities, or reputational harm. The CFPB has the authority to obtain cease- and- desist orders, orders for restitution or rescission of contracts and other kinds of affirmative relief and monetary penalties ranging from up to approximately $ 6, 800 per day for ordinary violations of federal consumer financial laws to approximately $ 34, 000 per day for reckless violations and to approximately $ 1, 360, 000 per day for knowing violations. In addition, the occurrence of one or more of the foregoing events or a determination by the CFPB or any court or regulatory agency that our policies and procedures or other aspects of our CMS are inadequate or do not comply with applicable law could materially and adversely affect our business, financial condition, results of operations, and prospects. The state regulatory agencies, as well as other federal agencies and loan purchasers, continue to be active in their supervision of the loan production and servicing sectors and the results of these examinations may materially and adversely affect our business, financial condition, results of operations, and prospects. We are also supervised by state regulatory agencies under state law. State attorneys general, state licensing regulators, and state and local consumer protection offices have authority to investigate consumer complaints and to commence investigations and other formal and informal proceedings regarding our operations and activities. In addition, the GSEs and the FHFA, the FTC, HUD, VA, various loan purchasers, non- agency securitization trustees and others may subject us to periodic reviews and audits. A determination of our failure to comply with

applicable law could lead to enforcement action, administrative fines and penalties, license revocation or suspension, or other administrative action. Unresolved or final findings, fines, penalties, or other sanctions issued by one regulator or in one jurisdiction may be required to be affirmatively reported to other regulators, jurisdictions, or private business partners and could cause investigations or other actions by such other regulators, jurisdictions, or private business partners. If we are unable to comply with the TRID rules, our business and operations could be materially and adversely affected, and our plans to expand our lending business could be materially and adversely impacted. The CFPB implemented loan disclosure requirements, effective in October 2015, and has subsequently revised such requirements a number of times, to combine and amend certain TILA and RESPA disclosures. The TRID rules significantly changed consumer- facing disclosure rules and added certain waiting periods to allow consumers time to shop for and consider the loan terms after receiving the required disclosures. If we fail to comply with the TRID rules, including but not limited to disclosure timing requirements and the requirements related to disclosing fees within applicable tolerance thresholds, we may be unable to sell loans that we produce or purchase, we may be required to sell such loans at a discount compared to other loans, or we may be subject to repurchase or indemnification demands from purchasers or insurers / guarantors of such loans, including the GSEs, FHA, or VA, among others; further, the right to rescind certain loans could be extended, we could be required to issue refunds to consumers, and we could be subject to regulatory action, penalties, or civil litigation. Moreover, CMS weaknesses could be determined to exist, for example, if there are patterns of TRID violations, including but not limited to uncorrected violations. Following third- party audits of samples of loans produced during 2018, 2019, and 2021, we became aware of certain TRID defects in our loan production process that resulted in the final closing costs disclosed in the closing disclosure, in some instances, being greater than those disclosed in the loan estimate, outside applicable tolerances under the TRID rule, which resulted in overcharges to consumers. We have reserved approximately $ 8. 6 million as of December 31, 2023, for potential refunds due to consumers for TRID tolerance errors for loans produced from 2018 through 2023, and we conducted a detailed review of all loan files from that time period with a third- party service provider and continue to use this third- party service provider for ongoing review and remediation. The Company completed a TRID audit of 2022 files and is continuing to remediate TRID tolerance defects as necessary. Although the Company has reserved for potential refunds and remediation costs, as discussed above, we are not able to ~~list~~ estimate any penalties that may be imposed by federal ~~our~~ or state regulators ~~securities on another national securities exchange~~, including the CPFB as described above. Accordingly, there can be no assurance that the amount that we ~~expect~~ have reserved will be sufficient to cover all costs associated with these matters. See " — Risks Related to Our Regulatory Environment — The CFPB continues to be active in its monitoring of the loan production and servicing sectors. New ~~our~~ or ~~securities~~ revised rules and regulations and more stringent enforcement of existing rules and regulations by the CFPB could result in increased compliance costs, enforcement actions, fines, penalties and the inherent reputational harm that results from such actions. " In response to the third- party audits described above, we have commenced planning for and implementing modifications in our loan production process to address the issues identified. More broadly, as regulatory guidance and enforcement with respect to state and federal regulators and the views of the GSEs and other market participants evolve, we may need to modify further our loan production processes and systems in order to adjust to evolution in the regulatory landscape and successfully operate our lending business. In such circumstances, if we are unable to make the necessary adjustments, our business, financial condition, results of operations, and prospects, could be ~~quoted~~ materially and adversely affected and we may not be able to execute on our plans to grow our lending business. In addition, any changes to our business practices, even though made in order to comply with regulatory requirements, could have a material adverse effect on our business. We must comply with a number of federal and state laws including, among others, RESPA, TILA and HMDA. Because our business relies on strategic relationships with third parties and affiliates, it is particularly important that we comply with RESPA, which requires lenders to make certain disclosures to mortgage loan borrowers regarding their settlement costs and affiliate relationships with other settlement service providers, and prohibits kickbacks, referral fees, and unearned fees associated with settlement service business. RESPA- related risk arises, for example, to the extent that certain services provided by an affiliate of Better Mortgage Corporation are considered to be settlement services, consumers are not able to choose whether such services are provided by the affiliate or Better Mortgage Corporation, and consumers are deemed to pay a charge attributable to such services, or if loans are deemed not purchased in the secondary market at fair market value. Additionally, it is important that we comply with TILA and other applicable federal and state laws. Risks related to such laws arise, for example, if points and fees for a transaction exceed certain applicable thresholds, loan originator compensation requirements (including incentive compensation requirements) are not satisfied, and / or TRID or other required disclosures are determined to be noncompliant, and these laws are subject to interpretational complexities in the co- branded mortgage broker context. In addition, Better Mortgage Corporation' s lead generation and advertising activities and strategic relationships carry RESPA- related risk depending on certain factors, such as whether a third- party endorses or refers business to Better Mortgage Corporation, whether any payments between the parties constitute fair market value, and any potential direct or indirect benefit to strategic partners in addition to benefits provided directly to consumers. Federal and state regulators or courts could adopt interpretations of laws and regulations — including with respect to RESPA and its governance over affiliated business arrangements, bona fide joint ventures and marketing services arrangements, TILA' s provisions applicable to transactions involving mortgage brokers, and other disclosure requirements — that could increase the regulatory risk and scrutiny of our affiliate and third- party strategic relationships, raise licensing / registration questions, require restructuring of these relationships (as well as suspend our operations in a given jurisdiction pending such restructuring), result in financial liabilities (including indemnification, repurchase demands or financial penalties),

carry litigation risk (including, potentially, false claim- related risk), and / or diminish the value of these relationships. Additionally, the recent change in leadership at the CFPB could result in a more stringent and aggressive interpretation of laws governing our strategic relationships. For instance, in 2023, the CFPB clarified its interpretation of RESPA' s longstanding prohibitions on payments for the referral of settlement service business and unearned fees that implicate mortgage lenders' affiliate relationships, marketing / advertising arrangements, and strategic relationships, and it brought its first public enforcement action alleging RESPA Section 8 violations since 2017. Similar future clarifications, enforcement actions, or potential novel interpretations could implicate our affiliate and third- party relationships. A failure to comply with laws and regulations regarding our use of telemarketing, including the TCPA, could increase our operating costs and materially and adversely impact our business, financial condition, results of operations, and prospects. We engage in outbound telephone and text communications with consumers, and accordingly must comply with a number of laws and regulations that govern said communications and the use of automatic telephone dialing systems (" ATDS "), including the TCPA and Telemarketing Sales Rules. The U. S. Federal Communications Commission (" FCC "), and the FTC have responsibility for regulating various aspects of these laws. Among other requirements, the TCPA requires us to obtain prior express written consent for certain telemarketing calls and to adhere to " do- not- call " registry requirements which, in part, mandate we maintain and regularly update lists of consumers who have chosen not to be called and restrict calls to consumers who are on the national do- not- call list. Many states have similar consumer protection laws regulating telemarketing. These laws limit our ability to communicate with consumers and reduce the effectiveness of our marketing programs. The TCPA does not distinguish between voice and data, and, as such, SMS / MMS messages are also " calls " for the purpose of TCPA obligations and restrictions. For violations of the TCPA, the law provides for a private right of action under which a plaintiff may recover monetary damages of $ 500 for each call or text made in violation of the prohibitions on calls made using an " artificial or pre- recorded voice " or an ATDS. A court may treble the amount of damages upon a finding of a " willful or knowing " violation. There is no statutory cap on maximum aggregate exposure (although some courts have applied in TCPA class actions constitutional limits on excessive penalties). An action may be brought by the FCC, a state attorney general, an individual or a class of individuals. Like other companies that rely on telephone and text communications, we are regularly subject to putative class action suits alleging violations of the TCPA. To date, no such class has been certified. If in the future we are found to have violated the TCPA, the amount of damages and potential liability could be extensive and materially and adversely impact our business, financial condition, results of operations, and prospects. Accordingly, were such a class certified or if we are unable to successfully defend such a suit, as we have in the past, then TCPA damages could materially and adversely affect our business, financial condition, results of operations, and prospects. If new laws and regulations lengthen foreclosure times or introduce new regulatory requirements regarding foreclosure procedures, our operating costs could increase and we could be subject to regulatory action. Although we aim to sell servicing rights for the loans we produce, we occasionally retain such rights to a small portion of the loans we produce, and, as a result, when a mortgage loan we service is in foreclosure, we are generally required to continue to advance delinquent principal and interest to the securitization trust and to make advances for delinquent taxes and insurance and foreclosure costs and the upkeep of vacant property in foreclosure to the extent that we determine that such amounts are recoverable. These servicing advances are generally recovered when the delinquency is resolved. Regulatory actions that lengthen the foreclosure process will increase the amount of servicing advances that we are required to make, lengthen the time it takes for us to be reimbursed for such advances and increase the costs incurred during the foreclosure process. The CARES Act paused foreclosures on certain loans through May 17, 2020, and many loan purchasers, mortgage insurers / guarantors and states extended timelines on those foreclosure holds. For example, the foreclosure moratoria of the GSEs, FHA and VA were extended through July 31, 2021. Many state governors issued orders, directives, guidance or recommendations halting foreclosure activity, including evictions. Restrictions on foreclosures and evictions may increase our operating costs, extend the time we advance for delinquent taxes and insurance and could delay our ability to seek reimbursement from the loan purchasers to recoup some or all of the advances. Additionally, on June 28, 2021, the CFPB issued a final rulemaking that imposed a series of changes to existing servicing rules to facilitate consumer awareness and processing of COVID- 19- related loss mitigation options. The final rule included heightened " safeguards " for loans where a foreclosure referral was initiated in advance of January 1, 2022, and where the borrower became more than 120 days delinquent after March 1, 2020, and the statute of limitations applicable to the foreclosure action being taken in the relevant jurisdiction expire on or after January 1, 2022. It also allows servicers to offer borrowers with COVID- 19- related hardships loan modifications based on an **incomplete application under certain circumstances, waives certain fees owed and incurred on or after March 1, 2020, and requires enhanced borrower outreach to certain borrowers. The final rule became effective on August 31, 2021. Regulatory agencies and consumer advocacy groups are becoming more aggressive in asserting claims that the practices of lenders and loan servicers result in a disparate impact on or unfair treatment of protected classes. We could suffer reputational damage and could be fined or otherwise penalized if our practices are found to have a discriminatory effect or to be unfair. Antidiscrimination statutes, such as the Fair Housing Act and the Equal Credit Opportunity Act, prohibit creditors from discriminating against loan applicants and borrowers based on certain characteristics, such as race, religion and national origin. Various U. S. federal regulatory agencies and departments, including the U. S. Department of Justice and the CFPB, take the position that these laws apply not only to intentional discrimination, but also to neutral practices that have a disparate impact on a group that shares a characteristic that a creditor is not permitted to consider in making credit decisions (i. e., creditor or servicing practices that have a disproportionate negative affect on a protected class of individuals). These regulatory agencies, as well as consumer advocacy groups and plaintiffs' attorneys,**

are focusing greater attention on " disparate impact " claims. The U. S. Supreme Court has confirmed that the " disparate impact " theory applies to cases brought under the Fair Housing Act. On September 24, 2020, HUD released a final rule amending the agency' s interpretation of the Fair Housing Act disparate impact standard, which was challenged through litigation, with the court staying HUD' s implementation and enforcement of the rule before it became effective. HUD, at the direction of the Biden administration, has since reconsidered the 2020 rule and has restored the existing " discriminatory effects " rule that HUD implemented in 2013, through a final rule that became effective on May 1, 2023. Although it is still unclear whether the " disparate impact " theory applies under the Equal Credit Opportunity Act, regulatory agencies and private plaintiffs can be expected to continue to apply it to both the Fair Housing Act and the Equal Credit Opportunity Act in the context of home loan lending and servicing. To the extent that the " disparate impact " theory continues to apply, we may be faced with significant administrative burdens in attempting to comply and potential liability for failures to comply. Additionally, in March 2022, the CFPB announced that, in the course of examining companies' compliance with consumer protection rules, the CFPB will scrutinize discriminatory conduct that violates the federal prohibition against unfair practices, indicating that certain discriminatory practices may trigger liability under the Consumer Financial Protection Act, which prohibits unfair, deceptive and abusive acts and practices, regardless of whether liability is triggered under the Equal Credit Opportunity Act. The CFPB stated that discrimination may meet the standard for " unfairness " regardless of whether it was intentional. In addition to reputational harm, violations of the Equal Credit Opportunity Act and the Fair Housing Act can result in actual damages, punitive damages, injunctive or equitable relief, attorneys' fees and civil money penalties. The CFPB can seek several remedies under the Consumer Financial Protection Act including, but not limited to, rescission or reformation of contracts, refunds of money, restitution, disgorgement, payment of damages, and civil money penalties. The Biden Administration also is focused on preventing discrimination in the residential home valuation process. For example, in February 2022, the CFPB and seven other federal agencies sent a joint letter to The Appraisal Foundation (" TAF ") emphasizing that discrimination prohibitions under the Fair Housing Act and the Equal Credit Opportunity Act extend to appraisals, and the CFPB released an outline of possible options for upcoming rulemaking to prevent algorithmic bias in automated home valuation models. In March 2022, HUD delivered to President Biden an Interagency Task Force on Property Appraisal and Valuation Equity Action Plan, which, among other things, describes efforts the Task Force — which includes thirteen federal agencies — plans to take to reduce racial bias in home appraisals. In February 2023, the CFPB, HUD, and other federal regulators submitted a joint letter to the TAF, urging TAF to further revise its draft Ethics Rule for appraisers to include a detailed statement of federal prohibitions against discrimination under the Fair Housing Act and the Equal Credit Opportunity Act. In March 2023, the U. S. Department of Justice and the CFPB filed a statement of interest in a federal court appraisal bias case, asserting that a lender violates both the Fair Housing Act and the Equal Credit Opportunity Act " if it relies on an appraisal that it knows or should know to be discriminatory. " Changes to the home valuation rules and expectations may result in us needing to modify our valuation- related processes and practices. If we are unable to make the necessary adjustments, our reputation could be harmed, our business could be adversely impacted, and we could be subject to liability under various laws, such as the Fair Housing Act, Equal Credit Opportunity Act, and the Consumer Financial Protection Act. Government regulation of the internet and sales and marketing on the internet is evolving, and we may experience unfavorable changes in or failure to comply with existing or future regulations and laws. We are subject to a number of regulations and laws that apply generally to businesses, as well as regulations and laws specifically governing the internet and marketing over **the internet. Existing and future regulations and laws may impede the growth and availability of the internet and online services and may limit our ability to operate our business. These laws and regulations, which continue to evolve, cover privacy and data protection, data security, pricing, content, copyrights, distribution, mobile and other communications, advertising practices, electronic contracts, consumer protections, the provision of online payment services, unencumbered internet access to our product offerings, the design and operation of websites and the characteristics and quality of product offerings online. We cannot guarantee that we have been or will be fully compliant with every law or regulation in every jurisdiction. In addition, it is not entirely clear how existing laws and regulations governing issues such as property ownership, consumer protection, libel and privacy apply or will be enforced with respect to the internet and e** - **commerce, as many of these laws were adopted prior to the advent of the internet and do not contemplate or address the unique issues** ~~the~~ **they raise. Moreover, increased regulatory and enforcement efforts by federal and state agencies and the potential prospects for private litigation claims related to our data collection, privacy policies or other e** - ~~counter~~ **commerce practices have become more likely. In addition, the adoption of any laws or regulations, or the imposition of other legal requirements, that adversely affect our digital marketing efforts could decrease our ability to offer, or respond to customer demand for, our product offerings, resulting in lower revenue. Future laws and regulations, or changes in existing laws and regulations or how they are interpreted or applied, could also require us to change our business practices, raise compliance costs or other costs of doing business and materially and adversely affect our business, financial condition, results of operations, and prospects. Since the Class A Common Stock is currently trading under $ 1. 00, Nasdaq may delist our securities from trading on its exchange, which would limit investors' ability to make transactions in our securities, subject us to additional trading restrictions and require us to redeem the Convertible Note. On October 12, 2023, the Company received a letter (the " Notice ") from the Nasdaq Staff of Nasdaq notifying the Company that it is not in compliance with the minimum bid price requirement set forth in Nasdaq Listing Rule 5450 (a) (1) (the " Bid Price Rule ") for continued listing. The Bid Price Rule requires listed securities to maintain a minimum bid price of $ 1. 00 per share, and Nasdaq Listing Rule 5810 (c) (3) (A) (the " Compliance Period Rule ") provides that a failure to meet the minimum bid price requirement exists if the**

deficiency continues for a period of 30 consecutive business days. In accordance with the Compliance Period Rule, the Company has 180 calendar days, or until April 9, 2024, to regain compliance with the Bid Price Rule. In addition, Nasdaq Listing Rules permit the Company to transfer to The Nasdaq Capital Market and the Staff may grant the Company a second 180 calendar day period to regain compliance pursuant to the Compliance Period Rule, provided the Company meets the continued listing requirement for market **value of publicly held shares and all other initial listing standards for The Nasdaq Capital Market, with the exception of the bid price requirement. In response, the Company filed an application to transfer the listing of its Class A Common Stock from the Nasdaq Global Market to the Nasdaq Capital Market. On March 7, 2024, Company received approval from Nasdaq to transfer the listing of its Class A Common Stock, from the Nasdaq Global Market to the Nasdaq Capital Market. The Class A Common Stock transferred to the Nasdaq Capital Market effective as of the opening of business on March 13, 2024 and continues to trade under the symbol " BETR. " On March 11, 2024, the Company applied for an additional 180- day compliance period, or until October 6, 2024, to regain compliance with the Bid Price Rule and notified Nasdaq of its intention to cure the deficiency. Should Nasdaq grant an additional compliance period, the minimum bid price per share of Class A Common Stock must be at least $ 1. 00 for at least ten consecutive business days during such additional 180- day compliance period in order to regain compliance with the Bid Price Rule. As of April 8, 2024, Class A Common Stock has been trading below $ 1. 00 for one- hundred and seventy- nine days. The Company will continue to monitor the closing bid price of Class A Common Stock and seek to regain compliance with all applicable Nasdaq requirements within the allotted compliance periods. The Company is evaluating options for regaining compliance with the Minimum Bid Rule, including seeking stockholder approval at its annual meeting of stockholders to declare and effect a reverse stock split** . If ~~this were~~ **the Company' s request for an additional 180- day compliance period is denied or the Company fails** to ~~occur~~ **regain compliance during such additional compliance period** , ~~we~~ **the Staff will provide notice that the Class A Common Stock will be subject to delisting. The Company would then be entitled to appeal that determination to a Nasdaq hearings panel. There can be no assurance that the Company will regain compliance with the minimum bid price requirement during the 180- day compliance period, secure a second period of 180 days to regain compliance or maintain compliance with the other Nasdaq listing requirements. If Nasdaq delists Better Home & Finance' s securities from trading on its exchange for failure to meet the listing standards, Better Home & Finance and its stockholders** could face significant **negative** ~~material adverse~~ consequences ~~,~~ including: ~~•~~ **•** a limited availability of market quotations for our securities; ~~•~~ **•** reduced liquidity for our securities; ~~•~~ **•** a determination that ~~our~~ **the shares of** Class A ~~ordinary~~ **Common Stock** ~~share~~ -- **are** ~~is a~~ " penny stock " which will require brokers trading in ~~our~~ Class A ~~ordinary shares~~ **Common Stock** to adhere to more stringent rules and possibly result in a reduced level of trading activity in the secondary trading market for our securities; ~~•~~ **•** a limited amount of news and analyst coverage; and ~~•~~ **•** a decreased ability to issue additional securities or obtain additional financing in the future. ~~The~~ **Furthermore, if our Class A Common Stock ceases to be listed on the Nasdaq, such delisting would constitute a fundamental change under the indenture for the Convertible Note that would require the Company to redeem the Convertible Note prior to maturity for an amount in cash equal to the principal amount of such Convertible Note plus accrued and unpaid interest to the redemption date. As of December 31, 2023, the Company had cash and cash equivalents, together with short- term investments and restricted cash, of $ 554 million, compared to $ 528. 6 million principal amount outstanding under the Convertible Note. If the Company is required to redeem the Convertible Note prior to maturity, the Company may not have sufficient available cash and cash equivalents or be able to obtain additional liquidity, on acceptable terms or at all, to enable the Company to redeem or refinance the Convertible Note. Failure to redeem the Convertible Note would be an event of default entitling the noteholder (s) to accelerate the amounts outstanding under the Convertible Note. If the Company is unable to repay or refinance such accelerated debt under the Convertible Note, the Company could become insolvent and seek to file for bankruptcy protection, which would have a material adverse effect on our business, financial condition and results of operations. Finally, 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 **Class A Common Stock** ~~our units, ordinary shares~~ and warrants are listed on the Nasdaq, our ~~units,~~ Class A ~~ordinary shares~~ **Common Stock** and warrants are covered securities. Although the states are preempted from regulating the sale of our securities **for so long as they are covered securities** , the federal statute ~~does allow~~ **allows** ~~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 ~~. While we are not aware of a state having used these powers to prohibit or restrict the sale of securities issued by blank check companies, other than the State of Idaho, certain state securities regulators view blank check companies unfavorably and might use these powers, or threaten to use these powers, to hinder the sale of securities of blank check companies in their states~~ . Further, if we were no longer listed on the Nasdaq or other national securities exchange, our securities would not be covered securities and we would be subject to regulation in each state in which we offer our securities ~~, including in connection with our initial business combination~~ . **The market** ~~We may amend the terms of the warrants in a manner that may be adverse to holders of public warrants with the approval by the holders of at least 50 % of the then outstanding public warrants. As a result, the exercise~~ price of ~~the warrants could be increased, the exercise period could be shortened and the number of shares of our~~ Class A ~~ordinary shares~~ **Common Stock** and ~~Class B ordinary shares purchasable upon exercise of a warrant~~ **Warrants** ~~could be decreased~~ **substantially declined following the Business Combination** , ~~all without a holder~~ **and the trading price of Better Home & Finance** ' s **securities may not recover** ~~approval. Our warrants are issued in registered form~~ - **for** ~~under~~ a ~~warrant agreement between Continental Stock Transfer~~ **prolonged period, or at all. Although the Business Combination valued Better at a $ 6. 9 billion pre- money equity valuation, the market values of the securities of Better Home** & **Finance** ~~Trust Company, as warrant agent, and us. The warrant agreement provides that the terms of the warrants may be amended without the~~

~~consent of any holder to cure any ambiguity or correct any mistake~~ , including ~~to conform the provisions in the warrant agreement to the description of the terms of the warrants, curing or supplementing any defective provision or adding or changing any other provisions with respect to matters or questions arising under the agreement and to provide for delivery of alternative issuance. All other modifications or 21amendments, including any amendment to increase the warrant price or shorten the exercise period requires the vote or written consent of the holders of at least 50 % of the then outstanding public warrants and solely with respect to any amendment to the terms of the Private Placement Warrants, Novator Private Placement Warrants or working capital warrants or any provision of the warrant agreement with respect to the Private Placement Warrants, Novator Private Placement Warrants or working capital warrants, at least 50 % of the number of then outstanding Private Placement Warrants, Novator Private Placement Warrants or working capital warrants. Accordingly, we may amend the terms of the public warrants in a manner adverse to a holder if holders of at least 50 % of the then outstanding public warrants approve of such amendment. Although our ability to amend the terms of the public warrants with the consent of at least 50 % of the then outstanding public warrants is unlimited, examples of such amendments could be amendments to, among other things, increase the exercise price of the warrants, convert the warrants into cash or stock, shorten the exercise period or decrease the number of~~ Class A ~~ordinary shares~~ **Common Stock** and ~~Class B ordinary shares purchasable upon exercise of a warrant. Our warrants~~ **Warrants** ~~are being accounted for as a warrant liability and are being recorded at fair value upon issuance with changes in fair value each period reported in earnings~~ , ~~which may have an adverse effect~~ **following the Closing of the Business Combination declined significantly from the implied valuation of Better** on the **date** ~~market price of~~ the ~~Class A ordinary shares~~ **Merger Agreement was executed** . As described **elsewhere** ~~in our financial statements included~~ in this Annual Report ~~on Form 10- K~~ , **since the execution of the Merger Agreement, there have been significant** ~~we are accounting for our issued and outstanding warrants as a warrant liability and is recording that liability at fair value upon issuance and is recording any subsequent~~ changes in ~~fair value as of~~ the ~~end~~ **macroeconomic environment, particularly increased interest rates and a resultant decline in mortgage origination activity and home purchases, and our business, including the size** of ~~each period~~ **our work** ~~for~~ **force** ~~which earnings are reported~~ **and operations, our financial results and condition, and a corresponding increase in our future capital needs** . The ~~impact of increases in fair value may have an adverse effect on earnings, our balance sheet and statement of operations or the~~ market price of ~~the~~ Class A ~~ordinary~~ **Common Stock has demonstrated significant weakness and fluctuates in response to various factors and events, including: • our ability to integrate operations, products, and services; • our ability to execute our business plan and achieve operating results consistent with expectations; • our issuance of additional securities, including debt or equity or a combination thereof, which will be necessary to fund our operating expenses; • announcements of new or similar products by us or our competitors; • loss of any strategic relationship; • period- to- period fluctuations in our financial results; • developments concerning intellectual property rights; • repurchases of debt or equity securities or refinancing of outstanding indebtedness; • the addition or departure of key personnel; • continued negative publicity about us (and adverse reactions from our customers, current and potential commercial partners, investors, lenders, and current and potential team members); • announcements by us or our competitors of acquisitions, investments, or strategic alliances; • actual or anticipated fluctuations in our quarterly and annual results and those of other public companies in our industry; • the failure of securities analysts to publish research about us, negative analyst reports regarding our securities or shortfalls in our results of operations compared to levels forecast by securities analysts (see " — Risks Related to Ownership of Common Stock and Better Home & Finance Operating as a Public Company — Reports published by analysts, including projections in those reports that differ from our actual results, could materially and adversely affect the price and trading volume of** shares **of Class A Common Stock** . ~~Because each unit contains~~ **"); and • economic and other external factors, including the general state of the securities market. These market and industry factors have materially reduced, and may in the future materially reduce, the market price of Common Stock. In addition to these factors, sales of substantial amounts of Class A Common Stock in the public market, or the perception that these sales could occur, could adversely affect the price of Class A Common Stock and could impair our ability to raise capital through the sale of additional shares. The trading price of Better Home & Finance' s securities may not recover for a prolonged period, or at all. The existence of multiple classes of common stock may materially and adversely affect the value and liquidity of Class A Common Stock. The multiple class structure of Common Stock has the effect of concentrating voting control with those stockholders who held Better stock prior to the Business Combination, including our CEO, our employees and their affiliates, and limiting the ability of holders of Class A Common Stock to influence corporate matters, which could adversely affect the trading price of Class A Common Stock. Class B Common Stock has three votes per share, while Class A Common Stock has** one ~~- fourth of~~ **vote per share. Based** ~~one -~~ **on** ~~redeemable warrant and only~~ **shares of Common Stock held as of March 13, 2024, entities affiliated with our CEO beneficially own approximately 10 % of our outstanding Common Stock as** a whole ~~warrant may be exercised~~ , **but control approximately 18 % of the voting power of our outstanding Common Stock. As a result, our CEO has significant influence over our management and affairs and over all matters requiring stockholder approval, including election of directors and significant corporate transactions, such as a merger or other sale of the Company or our assets. Future transfers by holders of shares of Class B Common Stock will generally result in those shares converting to shares of Class A Common Stock, which will have the effect, over time, of increasing the relative voting power of those holders of Class B Common Stock who retain their shares in the long term. Certain permitted transfers, as specified in our amended and restated certificate of incorporation (" Amended and Restated Charter "), will not result in shares of Class B Common Stock automatically converting to shares of Class A Common Stock, including certain estate planning transfers. If, for example, Mr. Garg (or family trusts to which** ~~the -~~ **he** ~~units may be worth~~ **were to transfer shares of Class B Common Stock) retains a significant portion of his holdings of Class B Common Stock for an extended period of time, he (or such trusts) could, in the future, control a substantial portion (but** less than ~~units~~ **a majority)** of **the**

combined voting power of Class A Common Stock and Class B Common Stock. As a Board member and executive officer of Better Home & Finance, Mr. Garg owes a fiduciary duty to our stockholders and must act in good faith in a manner he reasonably believes to be in the best interests of our stockholders. As a stockholder, Mr. Garg is entitled to vote his shares in his own interests, which may not always be in the interests of our stockholders generally. Some stock index providers do not allow most newly public companies utilizing dual or multi- class capital structures to be included in their indices. Under such policies, our multiple class capital structure would make us ineligible for inclusion in those indices, and as a result, mutual funds, exchange- traded funds, and other **investment vehicles that attempt to passively track** ~~blank check companies. Each unit contains one- fourth of one redeemable warrant. No fractional warrants will be issued upon separation of the~~ **these indices** ~~units and only whole warrants will trade. Accordingly, unless an investor purchases at least four units, such investor~~ will not be **investing in** ~~able to receive or trade a whole warrant. This is different from other offerings similar to ours~~ - **our stock** ~~whose units include one ordinary share and one warrant to purchase one whole share~~ . **In addition** ~~We have established the components of the units in this way in order to reduce the dilutive effect of the warrants upon completion of an initial business combination since the warrants will be exercisable in the aggregate for one- fourth of the number of shares compared to units that each contain a whole warrant to purchase one share, thus making us~~ , we ~~believe, a more attractive merger partner for target businesses. Nevertheless, this unit structure may cause our units to be worth less than if they included a warrant to purchase one whole share. We are subject to changing law and regulations regarding regulatory matters, corporate governance and public disclosure that have increased both our costs and the risk of non- compliance. We are subject to rules and regulations by various governing bodies, including, for example, the SEC, which are charged with the protection of investors and the oversight of companies whose securities are publicly traded, and to new and evolving regulatory measures under applicable law. Our efforts to comply with new and changing laws and regulations have resulted in and are likely to continue to result in, increased general and administrative expenses and a diversion of management time and attention from revenue generating activities to compliance activities. Moreover, because these laws, regulations and standards are subject to varying interpretations, their application in practice may evolve over time as new guidance becomes available. This evolution may result in continuing uncertainty regarding compliance matters and additional costs necessitated by ongoing revisions to our disclosure and governance practices. If we fail to address and comply with these regulations and any subsequent changes, we may be subject to penalty and our business may be harmed. General Risk FactorsWe are a blank- check company with no operating history and no revenues, and a public shareholder has no basis on which to evaluate our ability to achieve our business objective. We are a blank check company incorporated under the laws of the Cayman Islands and all of our activities to date have been related to our formation, our initial public offering and our search for a business combination target. Because we lack an operating 22history, you have no basis upon which to evaluate our ability to achieve our business objective of completing our initial business combination. If we fail to complete an initial business combination, we will never generate any operating revenues. Past performance by our management team, directors and advisors may not be indicative of future performance of an investment in the company or in the future performance of any business we may acquire. Past performance by our management team, directors and advisors, is not a guarantee (i) either of success with respect to any business combination we may consummate or (ii) that, should the Proposed Business Combination with Better be unsuccessful, we will be able to locate a suitable candidate for our initial business combination. Investors should not rely on the historical performance of our management team, directors and advisors as indicative of the future performance of an investment in the Company or the returns the Company will, or is likely to, generate going forward. Our management team, directors and advisors have had limited past experience with blank check and special purpose acquisition companies and no experience working together. The absence of experience working together may be exacerbated by the challenges associated with the COVID- 19 pandemic. We have identified material weaknesses in our internal control over financial reporting. If we are unable to maintain an effective system of internal control over financial reporting, we may not be able to accurately report our financial results in a timely manner and we may be unable to maintain compliance with applicable stock exchange listing requirements, which may adversely affect investor confidence in us and materially and adversely affect our business and operating results. We have identified material weaknesses in our internal control over financial reporting. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. The first material weakness in our internal control over financial reporting relates to our accounting for complex financial instruments and unusual transactions, including in connection with the classification of the underwriters' over- allotment option. The second material weakness identified in our internal control over financial reporting relates to reconciliations surrounding expenses paid by related parties and accounts payable. We have concluded that these material weaknesses arose because we did not have the business processes, personnel and related internal controls necessary to satisfy applicable accounting and financial reporting requirements. In connection with the preparation of our financial statements as of and for the fiscal year December 31, 2022, after consultation with our advisors, our management and our Audit Committee concluded that the previously issued financial statements as of and for the fiscal year ended December 31, 2021 and the quarterly periods ended September 30, 2021, March 31, 2022, June 30, 2022 and September 30, 2022 (collectively, the " Affected Periods "), should be restated to, among other things, report the reconciliations surrounding expenses paid by related parties and accounts payable. As a result, on April 14, 2023, the Company restated its: (i) Annual Report on Form 10- K for the year ended December 31, 2021, originally filed on March 25, 2022, on Form 10- K / A; and (ii) the Company' s Quarterly Reports on Form 10- Q for the quarterly periods ended September 30, 2021, March 31, 2022, June 30, 2022 and September 30, 2022, originally filed on November 15, 2021, May 16, 2022, August 15, 2022 and November 14, 2022, respectively, on a Form 10- Q / A for each quarterly period. For a discussion of management' s consideration of our disclosure controls and procedures, internal controls over financial reporting, and the material weaknesses identified, see Part II, Item 9A " Controls and Procedures " of this Form 10- K. Our ongoing material weaknesses, and any new~~

~~material weaknesses or significant deficiencies we identify in the future, could limit our ability to prevent or detect a misstatement of our accounts or disclosures that could result in a material misstatement of our annual or interim financial statements. In such cases, we may be unable to maintain compliance with securities law requirements regarding timely filing of periodic reports in addition to applicable stock exchange listing requirements, investors may lose confidence in our financial reporting and our stock price may decline as a result. We~~ cannot assure you that ~~the~~ **other** ~~measures~~ **stock indices will not take similar actions. Given the sustained flow of investment funds into passive strategies that seek to track certain indices, exclusion from certain stock indices would likely preclude investment by many of these funds and would make Class A Common Stock less attractive to other investors. As a result, the trading price, volume, and liquidity of Class A Common Stock could be materially and adversely affected. Securities research analysts may establish and publish their own periodic projections for us. These projections may vary widely and may not accurately predict the results** we ~~have taken to date,~~ **actually achieve. Our share price may decline if** ~~or~~ **our actual results do not match the projections of these securities research analysts. Similarly, if one or more of the analysts who write reports on us downgrades our stock or publishes inaccurate or unfavorable research about our business, our share price could decline. If one or more of these analysts ceases coverage of us or fails to publish reports on us regularly, our share price or trading volume could decline. If no analysts commence coverage of us, the market price and volume for shares of Class A Common Stock could be materially and adversely affected. We do not expect to pay** any ~~measures~~ **cash dividends for the foreseeable future. We do not anticipate paying any cash dividends for the foreseeable future. Any future determination to pay dividends will be at the discretion of our Board, subject to compliance with applicable law and any contractual provisions, including under any existing or future agreements for indebtedness** we may ~~take in~~ **incur, that restrict or limit our ability to pay dividends, and will depend upon, among** ~~the~~ **other factors, our results of operations, financial condition, earnings, capital requirements and other factors that our Board deems relevant. Accordingly, realization of a gain on your investment will depend on the appreciation of the price of the shares of Common Stock, which may never occur. Investors seeking cash dividends in the foreseeable** future **should not invest in Common Stock. Our directors and management team have limited experience in overseeing a public company. Our directors have limited experience in the oversight of a publicly traded company** , **and most members of our management team have limited experience managing a publicly traded company, interacting with public company investors and complying with the increasingly complex laws pertaining to public companies. Our directors and management team may not successfully or effectively manage our transition to a public company, which** will be ~~sufficient~~ **subject** to ~~avoid potential future material weaknesses or~~ significant **regulatory oversight** ~~deficiencies. Cyber incidents or attacks directed at us could result in information theft, data corruption, operational disruption and / or financial loss. We depend on digital technologies, including information systems, infrastructure and cloud applications and services, including those of third parties with which we may deal. Sophisticated and deliberate attacks on, or security breaches in, our systems or infrastructure, or the systems or infrastructure of third parties or the cloud, could lead to corruption or misappropriation of our assets, 23proprietary information and sensitive or confidential data. As an~~ **and reporting obligations** ~~early stage company without significant investments in data security protection, we may not be sufficiently protected against such occurrences. We may not have sufficient resources to adequately protect against, or to investigate and remediate any vulnerability to, cyber incidents. It is possible that any of these occurrences, or a combination of them, could have adverse consequences on our business and lead to financial loss. Because we are incorporated~~ under ~~the laws of the Cayman Islands, you may face difficulties in protecting your interests, and your ability to protect your rights through the U. S. federal courts may be limited. We are an exempted company incorporated under the laws of the Cayman Islands. As a result, it may be difficult for investors to effect service of process within the United States upon our directors or executive officers, or enforce judgments obtained in the United States courts against our directors or officers. Our corporate affairs and the rights of shareholders are governed by our Cayman Constitutional Documents and the common law of the Cayman Islands. We are also subject to the~~ federal securities laws ~~of~~ **and** the ~~United States~~ **continuous scrutiny of securities analysis and investors** . ~~The~~ **Their limited experience in dealing with** ~~rights of shareholders to take action against~~ the **increasingly complex** ~~directors, actions by minority shareholders and the fiduciary responsibilities of our directors to us under Cayman Islands law~~ **laws** ~~are~~ **pertaining** to **public companies could be** a **significant disadvantage in that it** ~~large extent governed by the common law of the Cayman Islands. The common law of the Cayman Islands~~ is ~~derived in part from comparatively limited judicial precedent in the Cayman Islands as well as from English common law, the decisions of whose courts are of persuasive authority, but are not binding on a court in the Cayman Islands. The rights of our shareholders and the fiduciary responsibilities of our directors under Cayman Islands law are different from what they would be under statutes or judicial precedent in some jurisdictions in the United States. In particular, the Cayman Islands has a different body of securities laws as compared to the United States, and certain states, such as Delaware, may have more fully developed and judicially interpreted bodies of corporate law. In addition, Cayman Islands companies may not have standing to initiate a shareholders derivative action in a federal court of the United States. Shareholders of Cayman Islands exempted companies like~~ **likely that** ~~the Company have no general rights under Cayman Islands law to inspect corporate records or to obtain copies of the register of members of these companies. Our directors have discretion under our amended and~~ - **an increasing amount** ~~restated memorandum and articles~~ of **their time** ~~association to determine whether or not, and under what conditions, our corporate records~~ may be ~~inspected~~ **devoted to these activities which will result in less time being devoted to the strategy and operation of Better Home & Finance. Provisions in the Amended and Restated Charter and the Bylaws and Delaware law might discourage, delay or prevent a change in control of our company or changes in our management and, therefore, depress the market price of our Common Stock. The Amended and Restated Charter and our bylaws (“ Bylaws ”) contain provisions that could depress the market price of our Common Stock** by **acting to discourage, delay** ~~our~~ - **or** ~~shareholders~~ **prevent a change in control of our Company or changes in our management that the stockholders of our Company may deem advantageous. These provisions** , ~~but~~

among other things: • permit only the Board to establish the number of directors and fill vacancies on the Board; • authorize the issuance of " blank check " preferred stock that our Board could use to implement a stockholder rights plan (also known as a " poison pill "); • eliminate the ability of our stockholders to call special meetings of stockholders after all Class B Common Stock converts to Class A Common Stock and there are no shares of Class B Common Stock outstanding; • prohibit stockholder action by written consent after the outstanding Class B Common Stock ceases to be at least 15 % of the then- outstanding Common Stock, which requires all stockholder actions after such time to be taken at a meeting of our stockholders; • prohibit cumulative voting; • authorize our Board to amend the bylaws; • establish advance notice requirements for nominations for election to our Board or for proposing matters that can be acted upon by stockholders at annual stockholder meetings; and • require a super- majority vote of stockholders to amend some provisions described above. We expect to incur increased costs and are subject to additional regulations and requirements as a public company. As a public company, we are incurring and will continue to incur significant legal, accounting and other expenses that we did not ~~obliged~~ incur as a private company, including costs associated with public company reporting requirements. We also have incurred and will continue to incur costs associated with the Sarbanes- Oxley Act, and related rules implemented by the SEC and the exchange on which our securities are listed. Our expenses generally incurred by public companies for reporting and corporate governance purposes have been increasing. We expect these rules and regulations to increase our legal and financial compliance costs and to make ~~them available~~ some activities more time- consuming and costly, although we are currently unable to estimate these costs with any degree of certainty. These laws and regulations also could make it more difficult ~~our~~ - or ~~shareholders. This~~ costly for us to obtain certain types of insurance, including director and officer liability insurance, and we may be forced to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. These laws and regulations could also make it more difficult for ~~you~~ us to ~~obtain the information needed~~ attract and retain qualified persons to serve on ~~establish any facts necessary for a shareholder motion or~~ our Board, on our Board committees or as our executive officers. Furthermore, if we are unable to ~~solicit proxies from~~ satisfy our obligations as a public company, we could be subject to delisting of our Common Stock, fines, sanctions, other regulatory action ~~shareholders in connection with a proxy contest. The courts of the Cayman Islands will recognize~~ and potentially civil litigation. We qualify as ~~enforce a foreign money judgment of a foreign court of competent jurisdiction without retrial on the merits based on the principle that a judgment of a competent foreign court imposes upon the judgment debtor~~ an " ~~obligation to pay the sum for which judgment has been given provided certain conditions are met. For a foreign judgment to be enforced in the Cayman Islands, such judgment must be final and conclusive and for a liquidated sum, and must not be in respect of taxes or a fine or penalty, inconsistent with a Cayman Islands judgment in respect of the same matter, impeachable on the grounds of fraud or obtained in a manner, or be of a kind the enforcement of which is, contrary to natural justice or the public policy of the Cayman Islands (awards of punitive or multiple damages may well be held to be contrary to public policy). A Cayman Islands Court may stay enforcement proceedings if concurrent proceedings are being brought elsewhere. As a result of all of the above, public shareholders may have more difficulty in protecting their interests in the face of actions taken by management, members of the board of directors or controlling shareholders than they would as public shareholders of a United States company. We are an~~ emerging growth company " and ~~a~~ " smaller reporting company ~~within the meaning of the Securities Act~~ , " and the reduced public company reporting ~~if we take advantage of certain exemptions from disclosure~~ requirements ~~available~~ applicable to emerging growth companies ~~or~~ and smaller reporting companies may ~~, this could~~ make our ~~securities~~ Common Stock less attractive to investors ~~and may make it more difficult to compare our performance with other public companies~~ . We are an " emerging growth company , " ~~within~~ as defined in the ~~meaning of the Securities~~ Jumpstart Our Business Startups Act of 2012 (" ~~, as modified by the~~ JOBS Act ") , and we intend to take advantage of exemptions from certain reporting requirements available to " emerging growth companies " under that Act, including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 (b) of the Sarbanes- Oxley Act of 2002 (relating to the effectiveness of our internal control over financial reporting), reduced disclosure obligations regarding executive compensation in our periodic reports and any proxy statements we may ~~take advantage of certain~~ be required to file, and exemptions from the ~~various reporting~~ requirements of holding a non- binding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. In addition, Section 107 of the JOBS Act provides that an " emerging growth company " can delay the adoption of certain accounting standards until those standards would apply to private companies. Until we are ~~applicable~~ no longer considered an " emerging growth company, " we are electing to delay such adoption of new or revised accounting standards and, as a result, we may not comply with new or revised accounting standards on the relevant dates on which adoption of such standards is required for other public companies that are not " emerging growth companies . " Consequently, our financial statements may not be comparable to the financial statements of other public companies. We may take advantage of these reporting exemptions until we are no longer an " emerging growth company. " In this regard, we will remain an " emerging growth company " until the date on which we have issued more than $ 1. 0 billion in non- convertible debt securities during the prior three- year period, the last day of the fiscal year in which we have total annual gross revenue of at least $ 1. 235 billion, or for up to five years after the first sale of our common equity securities under an effective registration statement, although if the market value of our Common Stock that is held by non- affiliates exceeds $ 700. 0 million as of the last day of the second quarter before that time, we would cease to be an " emerging growth company " as of the next following December 31. We are also a smaller reporting company, as defined in the Exchange Act. Even after we no longer qualify as an emerging growth company, we may still qualify as a smaller reporting company, which would allow us to continue taking advantage of many of the same exemptions from disclosure requirements, including ~~, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes- Oxley Act,~~ reduced disclosure obligations regarding executive compensation in our periodic reports and ~~24~~ **proxy statements. In addition, for so long as we continue to qualify as a non- accelerated filer, we will not be required to comply with the auditor attestation requirements of Section 404 (b) of the Sarbanes- Oxley Act. We cannot predict if investors will find our securities less attractive due to our reliance on these exemptions. If investors were to find our securities less attractive as a result of our election, we may have difficulty raising in this offering and future offerings and the market price of our securities may be more volatile. Because Better became a public reporting company by means other than a traditional underwritten initial public offering, Better Home & Finance' s stockholders may face additional risks and uncertainties. In a traditional underwritten initial public offering, underwriters may be subject to civil liability under Section 11 and 12 of the Securities Act of 1933, as amended (" Securities Act "), for any omissions or misstatements in the registration statement, unless such underwriters can establish a " due diligence " defense by conducting a reasonable investigation of the disclosures in the registration statement. Due diligence reviews typically include an independent investigation of the background of the company, any advisors and their respective affiliates, review of the offering documents and independent analysis of the business plan and any underlying financial assumptions. Because Better became a public reporting company by means of consummating the Business Combination rather than by means of a traditional underwritten initial public offering, there was no independent third- party underwriter selling the shares of Better, and, accordingly, investors in Better Home & Finance did not have the benefit of an independent review and due diligence investigation of the type normally performed by an unaffiliated, independent underwriter in a public securities offering. Although Aurora performed a due diligence review and investigation of Better in connection with the Business Combination, Aurora had different incentives and objectives in the Business Combination than an underwriter would in a traditional initial public offering, and therefore Aurora' s due diligence review and investigation should not be viewed as equivalent to the review and investigation that an underwriter would be expected to conduct. The lack of an independent due diligence review and investigation increases the risk of an investment in Better Home & Finance because it may not have uncovered facts that would be important to a potential investor. In addition, because Better Home & Finance did not become a public reporting company by means of a traditional underwritten initial public offering, security or industry analysts may not provide, or may be less likely to provide, coverage of Better Home & Finance. Investment banks may also be less likely to agree to underwrite securities offerings on behalf of the combined company than they might if the combined company became a public reporting company by means of a traditional underwritten initial public offering, because they may be less familiar with the combined company as a result of more limited coverage by analysts and the media. The failure to receive research coverage or support in the market for the Company' s Common Stock could have an adverse effect on the Company' s ability to develop a liquid market for Common Stock. See " — Risks Related to Ownership of Common Stock and Better Home & Finance Operating as a Public Company — Reports published by analysts, including projections in those reports that differ from our actual results, could materially and adversely affect the price and trading volume of shares of Class A Common Stock. " Certain data and information in this Annual Report were obtained from third- party sources and were not independently verified by us. This Annual Report includes third- party data as well as our estimates relating to our target market opportunity and growth rates. Market opportunity estimates and growth forecasts, such as the Fannie Mae Housing Forecast, are subject to significant uncertainty and are based on assumptions and estimates that may prove to be inaccurate. The estimates and forecasts in this Annual Report relating to the size and expected growth of our target market, market demand and adoption, capacity to address this demand, and pricing may also prove to be inaccurate. In particular, our estimates regarding our current and projected market opportunity are difficult to predict. The estimated addressable market may not materialize for many years, if ever, and even if the markets in which we compete meet the size estimates and growth forecasted in this Annual Report, our business could fail to grow at similar rates, if at all. Moreover, the market values of the securities of Better Home & Finance substantially declined following the Business Combination and may not recover for a prolonged period, or at all. See " — Risks Related to Ownership of Common Stock and Better Home & Finance Operating As a Public Company — The market price of Class A Common Stock and Warrants substantially declined following the Business Combination, and the trading price of Better Home & Finance' s securities may not recover for a prolonged period, or at all. " Although we believe that these sources are reliable, we have not independently verified the data and information contained in the third- party publications and reports. Certain data included in such third- party publications and reports also includes projections based on a number of assumptions. The home loan industry may not grow at the rate projected by market data, or at all. Any failure of the home loan industry to grow at the projected rate may have a material adverse effect on our business. Furthermore, if any one or more of the assumptions underlying the market data is later found to be incorrect, actual results may differ from the projections based on these assumptions. The provisions of the Amended and Restated Charter requiring exclusive forum in the Court of Chancery of the State of Delaware for certain types of lawsuits may have the effect of discouraging lawsuits against our directors and officers. Better Home & Finance' s Amended and Restated Charter provides that, to the fullest extent permitted by law, and unless Better Home & Finance consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, in the event that such court does not have jurisdiction, the federal district court for the District of Delaware) will be the sole and exclusive forum for (i) any derivative action or proceeding brought on Better Home & Finance' s behalf, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of Better Home & Finance to Better Home & Finance or Better Home & Finance' s stockholders, (iii) any action arising pursuant to any provision of the General Corporation Law of the State of Delaware or the Amended and Restated Charter or the Bylaws (as either may be amended from time to time), and (iv) any action asserting a claim governed by the internal affairs doctrine.**

Notwithstanding the foregoing, the Amended and Restated Charter provides that the exclusive forum provision will not apply to suits brought to enforce a duty or liability created by the Securities Act or the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction. Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. Similarly, Section 27 of the Exchange Act creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. These provisions may have the effect of discouraging lawsuits against Better Home & Finance' s directors and officers. The enforceability of similar choice of forum provisions in other companies' certificates of incorporation has been challenged in legal proceedings, and it is possible that, in connection with any applicable action brought against Better Home & Finance, a court could find the choice of forum provisions contained in the Amended and Restated Charter to be inapplicable or unenforceable in such action.