

**EARLY WARNING REPORT
(Form 62-103F1)**

**Made Pursuant To
NATIONAL INSTRUMENT 62-103**

The Early Warning System and Related Take-Over Bid and Insider Reporting Issues

Item 1 – Security and Reporting Issuer

1.1 State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.

This report relates to the common shares (the “**Common Shares**”) in the capital of Tribe Property Technologies Inc. (“**Tribe**”). The head office address of the issuer is 1606-1166 Alberni Street, Vancouver, British Columbia V6E 3Z3.

1.2 State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.

The transactions referred to in this report took place as a result of a non-brokered private placement pursuant to which Tribe raised aggregate gross proceeds of \$2,500,000 from the sale of units (each a “**Unit**”) at a price of \$0.52 per Unit (the “**Offering**”). Each Unit consists of one Common Share and one-half of one Common Share purchase warrant (each whole Common Share purchase warrant, a “**Warrant**”). Each Warrant entitles the holder to purchase one Common Share at a price of \$0.82 at any time on or before the date which is five years after the closing date of the Offering.

Item 2 – Identity of the Acquiror

2.1 State the name and address of the acquiror.

Round 13 Growth II, L.P. (the “**Acquiror**”)
300-100 Broadview Avenue
Toronto ON M4M 3H3

2.2 State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.

On June 24, 2024, the Acquiror acquired 1,150,000 Common Shares and 575,000 Warrants pursuant to the Offering described in Item 1.2 for an aggregate purchase price of \$598,000 (the “**Acquisition**”)

2.3 State the names of any joint actors.

Sanjiv Samant is the managing partner of the Acquiror's general partner and is a director of Tribe. Mr. Samant holds options to acquire Common Shares in his personal capacity.

Item 3 – Interest in Securities of the Reporting Issuer

3.1 State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file this report and the change in the acquiror's securityholding percentage in the class of securities.

The Acquiror acquired 1,150,000 Common Shares and 575,000 Warrants, representing 3.46% of all of the issued and outstanding Common Shares on a non-diluted basis and representing 4.82% of all of the issued and outstanding Common Shares assuming exercise in full of the Acquiror's Warrants.

3.2 State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file this report.

The Acquiror acquired ownership of the securities that triggered the requirement to file this report.

3.3 If the transaction involved a securities lending arrangement, state that fact.

Not applicable.

3.4 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.

Immediately prior to the Financing, the Acquiror held, directly or indirectly, beneficial ownership of, or the power to exercise control or direction over, 7,275,385 Common Shares and warrants exercisable to acquire 4,807,692 Common Shares, representing 25.62% of all of the issued and outstanding Common Shares on a non-diluted basis and representing 36.39% of all of the issued and outstanding Common Shares assuming exercise in full of the Acquiror's Warrants. Immediately after the Financing, the Acquiror holds, directly or indirectly, beneficial ownership of, or the power to exercise control or direction over, 8,425,385 Common Shares and Warrants convertible into 5,382,692 Common Shares, representing 25.36% of all of the issued and outstanding Common Shares on a non-diluted basis and representing 35.76% of all of the issued and outstanding Common Shares assuming exercise in full of the Acquiror's Warrants.

3.5 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities referred to in Item 3.4 over which

- (a) the acquiror, either alone or together with any joint actors, has ownership and control,**

The Acquiror holds, directly or indirectly, beneficial ownership of or the power to exercise control or direction over, together with any joint actors, 8,425,385 Common Shares, Warrants convertible into 5,382,692 Common Shares and options exercisable into 15,000 common shares, representing 25.36% of all of the issued and outstanding Common Shares on a non-diluted basis and representing 35.79% of all of the issued and outstanding Common Shares assuming exercise in full of the Acquiror's Warrants and options.

- (b) the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor, and**

Not applicable.

- (c) the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.**

Not applicable.

3.6 If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's securityholdings.

Not applicable.

3.7 If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement. State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.

Not applicable.

3.8 If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or

indirectly, the acquiror's economic exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.

Not applicable.

Item 4 – Consideration Paid

4.1 State the value, in Canadian dollars, of any consideration paid or received per security and in total.

The Acquiror acquired the Units for \$0.52 per Unit and an aggregate subscription price of \$598,000. Each Unit consists of one Common Share and one-half of one Warrant. Each Warrant entitles the holder to purchase one Common Share at a price of \$0.82 at any time on or before the date which is five years after the closing date of the Offering.

4.2 In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.

See item 4.1.

4.3 If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.

Not applicable.

Item 5 – Purpose of the Transaction

State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following:

- (a) the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;**

Not applicable.

- (b) a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries;**

Not applicable.

- (c) **a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries;**

Not applicable.

- (d) **a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board;**

Not applicable.

- (e) **a material change in the present capitalization or dividend policy of the reporting issuer;**

Not applicable.

- (f) **a material change in the reporting issuer's business or corporate structure;**

Not applicable.

- (g) **a change in the reporting issuer's charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company;**

Not applicable.

- (h) **a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace;**

Not applicable.

- (i) **the issuer ceasing to be a reporting issuer in any jurisdiction of Canada;**

Not applicable.

- (j) **a solicitation of proxies from securityholders;**

Not applicable.

- (k) **an action similar to any of those enumerated above.**

Not applicable.

Item 6 – Agreements, Arrangements, Commitments or Understandings With Respect to Securities of the Reporting Issuer

Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.

In connection with the Acquiror's participation in the Prior Offering, the Acquiror was provided with certain rights through an Investor Rights Agreement, including: (i) the right to nominate one of Tribe's directors for so long as the Acquiror holds on a non-diluted basis at least 10% of the issued and outstanding Common Shares of Tribe; and (ii) the right to recommend a qualified independent director to Tribe's board of directors.

In connection with the Prior Offering, certain Tribe shareholders entered into voting support agreements in favour of the Acquiror pursuant to which they have agreed to vote their shares in favour of the Acquiror's director nominees and the independent director nominee, subject to the terms and conditions provided for therein.

The foregoing summary is qualified in its entirety by reference to the provisions of that agreement, which contains a complete statement of those attributes and characteristics. The Investor Rights Agreement is available at on the issuer's profile on SEDAR+ at www.sedarplus.ca.

Item 7 – Change in Material Fact

If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer's securities.

Not applicable.

Item 8 – Exemption

If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.

Not applicable.

Item 9 – Certification

The acquiror must certify that the information in this report is true and complete in every respect. In the case of an agent, the certification is based on the agent’s best knowledge, information and belief but the acquiror is still responsible for ensuring that the information filed by the agent is true and complete. This report must be signed by each person on whose behalf the report is filed or his or her authorized representative. It is an offence to submit information that, in a material respect and at the time and in the light of the circumstances in which it is submitted, is misleading or untrue.

Certificate

I, as the acquiror, certify to the best of my knowledge, information and belief, that the statements made in this report are true and complete in every respect.

Dated: June 24, 2024

**ROUND 13 GROWTH II, L.P., by
its general partner, ROUND 13
GROWTH II GP INC.**

per: (signed) “Sanjiv Samant”
Sanjiv Samant
Managing Partner