

EXHIBIT 5

TERM SHEET

NEW ISSUE

November 15, 2006

CAMBRIAN STRATHCONA II LIMITED PARTNERSHIP

\$5,000,000  
(Maximum Offering)

\$1,000  
Per Unit

\$50,000  
(Minimum Subscription)

DESCRIPTION OF THE PARTNERSHIP

Cambrian Strathcona II Limited Partnership has been organized to enable investors to realize superior rates of return through distributions and capital appreciation by participation in the acquisition and management of a certain commercial and industrial real estate opportunity selected by the General Partner for investment by the Partnership, specifically consisting of 160+/- acres and legally described as:

Meridian 4  
Range 23  
Township 53  
Section 24  
Quarter South West  
Containing 64.7 Hectares (160 Acres) more or less  
Excepting thereout:

	Hectares	(Acres) More or Less
A) Plan 0521833 Subdivision	4.25	10.50

Excepting thereout all mines and minerals

(the "Property")

SUMMARY OF THE OFFERING

ISSUERS	Cambrian Strathcona II Limited Partnership (the "Partnership") as to Partnership Units
ISSUE	Limited Partnership Units
ISSUE SIZE	Up to Maximum \$5,000,000 (5,000 Limited Partnership Units)
OFFERING PRICE	\$1,000 per Limited Partnership Unit
MINIMUM SUBSCRIPTION	\$50,000 for residents who qualify under the Exemptions to Prospectus Requirements contained in applicable securities legislation.
USE OF PROCEEDS	The Partnership intends to acquire, invest in, develop and operate the Property. The purchase price the Partnership intends to pay for the Property is significantly higher than the price paid by Cambrian Development Corp., the present owner of the property, and is not the result of arm's length negotiations. However, the Partnership have sought out and obtained an independent assessment of the value of the Property, appraising the Property at an amount greater than the anticipated purchase price.
JURISDICTIONS	All provinces of Canada, and such other jurisdictions where the Units may be lawfully sold and as the Partnership and the Agent may jointly agree (the "Offering Jurisdictions").

## U.S. NOTICE

The Units have not been nor will they be registered under the United States Securities Act of 1933 (the "1933 Act") and may not be offered or sold in the United States or to U.S. persons (as defined in Regulation S under the 1933 Act) unless the securities have been registered under the 1933 Act, or are otherwise exempt from such registration.

## FUND MISSION STATEMENT

To acquire, invest in, develop and operate the Property. To aggressively and competently manage and reposition these assets to provide quarterly cash returns and capital appreciation while preserving capital.

## GENERAL PARTNER

Cambrian (Strathcona II) Development Corp.

## AUDITORS

Vertefeuille Kassam, Chartered Accountants

## LEGAL

Szabo & Company, Barristers and Solicitors  
(www.szaboco.com)

## ACCOUNTANTS

DCS, Chartered Accountants

## GENERAL PARTNER

The Partnership will be managed by the General Partner, being Cambrian (Strathcona II) Development Corp. The General Partner's management team and advisors collectively have extensive real estate experience, with a strong and well established history in Canadian commercial and industrial real estate as well as widespread experience in the strategic planning, management and private placement financing of tax assisted investment strategies. The day-to-day management of the Partnership's portfolio will be conducted by a management team employed by the General Partner, which may include any or all of the following: engineers, surveyors, real estate investment analysts, accountants, lawyers, risk managers, statisticians, etc. The General Partner may also enlist the services of outside professionals if deemed to be in the best interest of the Partnership. The management team will be responsible for identifying, analyzing, scheduling and structuring investments, advising on and implementing exit alternatives, etc. Final selection of the Partnership's real estate portfolio will, upon consideration of the recommendations of the management team and advisors, rest with the General Partner.

## SALES COMMISSION

The Partnership may pay up to 10% commission or finder's fee to the General Partner or third parties based on the partnership units sold.

## INCOME ALLOCATIONS

Net income, consisting of lease, rental and other revenues, after Partnership expenses and General Partner basic fees, will be distributed to investors quarter yearly on the basis of 50% of the net income of the Partnership allocated pro rata among the Partners and 50% of the net income of the Partnership allocated to the General Partner.

## CAPITAL DISTRIBUTIONS

Upon the sale of any real estate acquired by the Partnership, to the extent that the cumulative proceeds of the sale of properties exceeds 100% of the Limited Partners' total investment (less the amounts of any previous return of capital, or distributions to the investors), then the amount by which the cumulative proceeds exceeds 100% of the total investment shall be allocated 50% to the Investors and 50% to the General Partner. Any tax benefits are for the benefit of the investors and are in addition to the 100% return of capital.

## **LIFE OF THE PARTNERSHIP**

The Partnership will have a life of approximately five (5) years from its initial capital contribution date and will be wound up shortly after all the Partnership's investments have been liquidated. The life of the Partnership may be extended at the discretion of the Partners in order to enjoy the benefits of the ongoing cash flow and the capital appreciation of the Limited Partnership Units.

## **REPORTING**

Investors will receive annual Audited Statements and tax receipts and will be notified of important developments concerning the Partnership and its investment program on an ongoing basis. It is the Partnership's intention to also broadcast to investors, by way of a website, ([www.cambrianprojects.com](http://www.cambrianprojects.com)) real time business developments.

## **VOTING RIGHTS**

Investors will have one vote per Partnership unit as further detailed in the Limited Partnership Agreement.

## **CLOSING**

Accepted applications to subscribe for units of limited partnership interest will be determined by the General Partner, from time to time.

## **RESALE PROVISIONS**

The Partnership is not a reporting issuer under the securities legislation of any of the Provinces of Canada or any other jurisdiction. The Units will be subject to a statutory restricted period for resale until the later of: (i) four months and a day following the Closing Date; and (ii) the date the Partnership becomes a reporting issuer in any jurisdiction in Canada.

## **MANAGEMENT AND ADVISORY TEAM**

### **Arthur M. Szabo, Q.C.**

Mr. Szabo, the president and a director of the General Partner, has practiced law in Calgary, Alberta since 1985. Mr. Szabo is the founder and has been the principal of the law firm of Szabo & Company since 1990, the practice of which is primarily focused on corporate finance, tax planning, commercial real estate and commercial transactions. Mr. Szabo is currently the president and a director of Tallagium Corporation which is listed on the TSX Venture Exchange.

Mr. Szabo is president and a director of the Cambrian Group of Companies which have been actively involved the syndication of over \$30,000,000 of commercial real estate in the Calgary marketplace.

### **Don Rumpel**

Mr. Rumpel, the vice president and a director of the General Partner, has been actively involved for the past 15 years in real estate investment, real estate syndication and real estate development in Canada and the United States. Mr. Rumpel has played an active role in the syndication of over \$100,000,000 of both commercial and residential real estate. Mr. Rumpel is the founder and president of Quinterra Capital Inc., a private investment company. Mr. Rumpel is vice president and a director of the Cambrian Group of Companies which have been actively involved in the syndication of over \$30,000,000 of commercial real estate in the Calgary marketplace.

## **RIGHTS OF ACTION FOR DAMAGES AND RESCISSION**

Securities legislation in certain of the provinces of Canada provides investors with (or requires that investors be provided contractually with), in addition to any other right they may have at law, rights of rescission or damages, or both, where an information summary and any amendment thereto contains a misrepresentation (as such term may be defined in the applicable statute). However, such rights must be exercised by the subscriber within the prescribed time limits and are subject to the defences contained in applicable securities legislation. Investors should refer to the applicable provisions of such securities legislation for the particulars of these rights or consult with a legal advisor.

The following summary is subject to the express provisions of the relevant securities laws and regulations thereunder and reference is made thereto for the complete text of such provisions. The following is a summary of the rights of rescission or to damages, or both, available to investors under the securities legislation of the specified provinces of Canada or

provided by contract. Such rights are expressly conferred upon investors in the subscription agreement to be executed by investors in connection with the offering contemplated hereby. **The rights of action discussed below are in addition to and without derogation from any other rights or remedies available at law to the subscriber.**

*Ontario.* Rule 45-501 under the *Securities Act* (Ontario) provides that investors resident in Ontario purchasing under this Information Summary will have the rights of action provided in Section 130.1 of the *Securities Act* (Ontario) and that such rights must be described in this Information Summary. Such rights are described below.

If this Information Summary, together with any amendment hereto, contains an untrue statement of a material fact or omits to state a material fact that is required to be stated or that is necessary in order to make any statement herein not false or misleading in light of the circumstances in which it was made (herein called a “**misrepresentation**”), an investor who purchases Units during the period of distribution will be deemed to have relied upon such misrepresentation if it was a misrepresentation on the date of purchase and will have, subject as hereinafter provided, a right of action for damages which must be commenced not more than the earlier of (i) 180 days after the investor first had knowledge of the facts giving rise to the cause of action or (ii) three years after the date the Units were purchased hereunder, or, alternatively, for rescission, which must be commenced not more than 180 days after the date the Units were purchased hereunder, provided that:

- the Partnership will not be held liable under this paragraph if the investor purchased the Units with knowledge of the misrepresentation;
- in an action for damages, the Partnership will not be liable for all or any portion of such damages that it proves do not represent the depreciation in value of the Units as a result of the misrepresentation relied upon; and
- in no case will the amount recoverable under this paragraph exceed the price at which the Units were sold to the investor.

*Nova Scotia.* The *Securities Act* (Nova Scotia) provides that, subject to certain limitations, where this Information Summary, together with any amendment to this Information Summary, or any advertising or sales literature (as such terms are defined in the *Securities Act* (Nova Scotia)) disseminated in connection with this offering, contains a misrepresentation that was a misrepresentation at the time of purchase, a purchaser who purchases a security covered by this Information Summary, or an amendment to this Information Summary, has a right of action for damages against the Partnership. Alternatively, the purchaser may elect to exercise a right of rescission against the Partnership, in which case the purchaser will have no right of action for damages.

The foregoing rights are subject to, among other limitations, the following:

- no action shall be commenced to enforce any of the foregoing rights more than 120 days after the date on which the payment was made for the Units;
- no person will be liable if it proves that the purchaser purchased the Units with knowledge of the misrepresentation.
- in the case of an action for damages, no person will be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the Units as a result of the misrepresentation relied upon; and
- in no case will the amount recoverable in any action exceed the price at which the Units were offered under this Information Summary or amendment to this Information Summary to the purchaser.

In addition no person or company other than the Partnership is liable if the person or company proves that:

- this Information Summary or the amendment to this Information Summary was sent or delivered to the purchaser without the person’s or company’s knowledge or consent and that, on becoming aware of its delivery, the person or company gave reasonable general notice that it was delivered without the person’s or company’s knowledge or consent;
- after delivery of this Information Summary or the amendment to this Information Summary and before the purchase of the securities by the purchaser, on becoming aware of any misrepresentation in this Information Summary, or amendment to this Information Summary, the person or company withdrew the person’s or company’s consent to this Information Summary, or amendment to this Information Summary, and gave reasonable general notice of the withdrawal and the reason for it; or
- with respect to any part of this Information Summary or amendment to this Information Summary purporting (i)

to be made on the authority of an expert, or (ii) to be a copy of, or an extract from, a report, an opinion or a statement of an expert, the person or company had no reasonable grounds to believe and did not believe that (iii) there had been a misrepresentation, or (iv) the relevant part of this Information Summary or amendment to this Information Summary (A) did not fairly represent the report, opinion or statement of the expert, or (B) was not a fair copy of, or an extract from, the report, opinion or statement of the expert.

Furthermore no person or company other than the Partnership is liable with respect to any part of this Information Summary or amendment to this Information Summary not purporting (a) to be made on the authority of an expert; or (b) to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person or company (i) failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no misrepresentation; or (ii) believed that there had been a misrepresentation.

If a misrepresentation is contained in a record incorporated by reference in, or deemed incorporated into, this Information Summary or amendment to this Information Summary, the misrepresentation is deemed to be contained in this Information Summary or amendment to this Information Summary.

*British Columbia, Alberta, Saskatchewan, Manitoba, Quebec, New Brunswick, Newfoundland and Prince Edward Island.* Investors resident in British Columbia, Alberta, Saskatchewan, Manitoba, Quebec, New Brunswick, Newfoundland and Prince Edward Island will be provided with the same rights of rescission or damages as those provided to investors resident in Ontario. Such rights are described above.

**FOR FURTHER INFORMATION PLEASE CONTACT:**

**CAMBRIAN STRATHCONA II LIMITED PARTNERSHIP**  
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Calgary, Alberta T2R 0G5  
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