

## INFORMATION STATEMENT DATED JULY 6, 2007

*This Information Statement has been prepared solely for the purpose of assisting prospective purchasers in making an investment decision with respect to the Notes. This Information Statement is confidential and should not be reproduced or disseminated in whole or in part without the permission of The Bank of Nova Scotia. This Information Statement constitutes an offering of these Notes only in those jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell the Notes. No securities commission or similar authority in Canada has in any way passed upon the merits of the Notes offered hereunder and any representation to the contrary is an offence. The Notes offered under this Information Statement have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "1933 Act"), or any State securities laws and, subject to certain exceptions, may not be offered for sale, sold or delivered, directly or indirectly in the United States, its territories or possessions to or for the account or benefit of US persons within the meaning of Regulation S under the 1933 Act. In addition, the Notes may not be offered or sold to residents of any jurisdiction or country in Europe.*



### **The Bank of Nova Scotia U.S. Dollar Gold Linked Notes, Series 1**

#### **PRINCIPAL PROTECTED**

The Bank of Nova Scotia – U.S. Dollar Gold Linked Notes, Series 1 (the “Notes”) are principal protected notes issued by The Bank of Nova Scotia (the “Bank”), the return on which is linked, in the manner provided herein, to the performance of the Gold Spot Price (as defined herein). The Notes will mature on January 30, 2009 (the “Maturity Date”). The Notes are not redeemable prior to the Maturity Date.

At the Maturity Date, a holder of a Note (each an “Investor”) will receive an amount per Note equal to: (i) the amount deposited of U.S. \$100 (the “Principal Amount”); and (ii) the variable return, if any (the “Variable Return”), in an amount equal to the Principal Amount multiplied by the Gold Spot Return multiplied by the Participation Rate (45%). The Gold Spot Return is the percentage change in the Gold Spot Price (which may be positive or negative) measured from the Issue Date to the second Business Exchange Day prior to the Maturity Date. **No Variable Return will be paid unless the Gold Spot Return is greater than zero.** See “Description of the Notes — Variable Return”.

**A prospective investor should decide to invest in the Notes only after carefully considering with his or her advisors whether the Notes are a suitable investment in light of the particular circumstances of the investor and the information set out in this Information Statement. Neither the Bank nor Scotia Capital Inc. nor any of their respective affiliates make any recommendation as to whether the Notes are a suitable investment for any person. See “Risk Factors”.**

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**PRICE: U.S. \$100 PER DEPOSIT NOTE**  
**Minimum Subscription: U.S. \$5,000 (50 Notes)**  
**FundSERV Code: SSP 053**

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*The Bank has taken reasonable care to ensure that the facts stated in this Information Statement with respect to the Notes are true and accurate in all material respects. However, the Bank and the Selling Agent make no assurances, representations or warranties with respect to the accuracy, reliability or completeness of any information obtained from third parties reproduced herein.*

*Neither the Bank, the Selling Agent nor any of their respective affiliates express any view as to the future performance of the Gold Spot Price. Investors should make any decision to invest in the Notes based only on their own views on the likely future performance of the Gold Spot Price without reliance on the Bank or any of its affiliates and with the knowledge that the views of the Bank or any of its affiliates and the views of other market professionals may be different than theirs.*

In this Information Statement, "\$" refers to United States dollars, unless otherwise expressly specified.

## SUITABILITY FOR INVESTMENT

An investment in Notes is suitable only for investors prepared to assume risks with respect to a return tied to the performance of the Gold Spot Price. The return on the Notes, if any, is uncertain in that an investor may not receive anything more than the Principal Amount at the Maturity Date. **The Principal Amount is guaranteed to be repaid only if the Notes are held to the Maturity Date.** A person should reach a decision to invest in the Notes only after carefully considering, with his or her advisors, the suitability of this investment in light of his or her investment objectives and the information set out in this Information Statement. The Notes are not conventional indebtedness in that they have no fixed yield. It is possible that the Gold Spot Price will not have appreciated in value between the Issue Date and the Calculation Date and therefore the Notes could produce no yield at the Maturity Date. Therefore, the Notes are not suitable investments for investors requiring or expecting certainty of yield. See “Risk Factors”.

## SUMMARY

*The following is a summary only and is qualified in its entirety by, and should be read in conjunction with, the more detailed information appearing elsewhere in this Information Statement. Capitalized terms that are used but not defined in this summary are defined elsewhere in this Information Statement. See "Glossary" for defined terms.*

<b>Issue:</b>	The Bank of Nova Scotia – U.S. Dollar Gold Linked Notes, Series 1		
<b>Issuer:</b>	The Bank of Nova Scotia.		
<b>Selling Agent:</b>	Scotia Capital Inc.		
<b>Principal Amount:</b>	The Notes will be sold in denominations of U.S. \$100 per Note (the "Principal Amount").		
<b>Subscription Price:</b>	<u>Price to an Investor<sup>(1)</sup></u>	<u>Selling Agent Fees</u>	<u>Proceeds to the Bank<sup>(2)</sup></u>
	U.S. \$100 per Note	U.S. \$1.00	U.S. \$99.00

(1) The price to be paid by each Investor upon issuance has been determined by negotiation between the Bank and the Selling Agent.

(2) Before deduction of expenses of issue, which will be paid by the Bank out of its general funds.

<b>Minimum Subscription:</b>	Minimum subscription of U.S. \$5,000 (50 Notes).
<b>Issue Size:</b>	A maximum of U.S. \$50,000,000 Principal Amount of Notes will be issued by the Bank. The maximum size of the Offering may be changed at any time without notice, in the sole discretion of the Bank.
<b>Issue Date:</b>	The Notes will be issued on or about July 31, 2007 (the actual date of issuance being the "Issue Date").
<b>Gold Spot Price:</b>	<p>The Variable Return, if any, on the Notes is linked to the Gold Spot Price. The Gold Spot Price is the Spot Gold (London PM Fix) per troy ounce expressed in U.S. Dollars as published on the London Bullion Market Association website (<a href="http://www.lbma.org.uk">www.lbma.org.uk</a>) and on Bloomberg at "GOLDLNPM CMDTY" (in either case, a "Price Source"). See "Description of the Notes – Special Circumstances – Adjustments Due to Material Changes".</p> <p><b>All references herein to the Gold Spot Price are solely for purposes of establishing the sources of and the mechanics for determining the Variable Return, if any. The Notes do not constitute an investment in gold itself. By acquiring Notes, Investors will not have a direct economic or other interest in, claim or entitlement to, or any legal or beneficial ownership of, gold held by the Bank or its affiliates or otherwise.</b></p>
<b>Initial Price:</b>	For purposes of determining the Gold Spot Return, the Initial Price will be the Gold Spot Price on the Issue Date, subject to deferral in the circumstances described under "Description of the Notes – Special Circumstances."
<b>Final Price:</b>	For purposes of determining the Gold Spot Return, the Final Price will be the Gold Spot Price on the date that is two Business Exchange Days prior to the Maturity Date (the "Calculation Date"), subject to deferral in the circumstances described under "Description of the Notes – Special Circumstances."

- Maturity Date/Term:** The Notes will mature on January 30, 2009 resulting in a term to maturity of approximately 1.5 years.
- Amounts Payable at Maturity:** The amount payable in respect of each Note on the Maturity Date will be equal to the sum of: (i) the Principal Amount; plus (ii) the Variable Return, if any. An Investor does not have the right to retract or cause the redemption of the Notes prior to the Maturity Date. However, an Investor may be able to sell Notes in any available secondary market prior to the Maturity Date. See “Description of the Notes — Secondary Trading of Notes”. In no event will the Principal Amount of a Note be paid prior to the Maturity Date. The amount and method of calculating Variable Return and the timing of the payment of Variable Return, if any, may be affected by Market Disruption Events and Extraordinary Events.
- Variable Return:** The Notes will not bear any interest during the term of the Notes, but will have a Variable Return, if any, per Note at maturity calculated as follows:
- Variable Return = Principal Amount × Gold Spot Return × 45% Participation Rate**
- The Gold Spot Return will equal the percentage change in the Gold Spot Price (which may be positive or negative) from the Issue Date to the Calculation Date. **No Variable Return will be paid unless the Gold Spot Return is greater than zero.** See “Description of the Notes — Variable Return” and “Risk Factors”.
- Deferral of Payment:** In certain circumstances, payment of Variable Return, if any, may be deferred to ensure compliance with Canadian laws regarding interest rates. See “Description of the Notes — Deferred Payment”.
- Market Disruption Event:** If a Market Disruption Event occurs on the Calculation Date, determination of the Variable Return, if any, will be postponed to a later date. If a Market Disruption Event occurs on either the Issue Date or the Calculation Date and continues for a period of eight consecutive Business Days, the Calculation Agent may, in its discretion, elect to determine the Initial Price or the Final Price, as the case may be. See “Description of the Notes — Special Circumstances — Market Disruption Event”.
- Extraordinary Event:** The occurrence of an Extraordinary Event may result in the early determination of the Variable Return, if any, payable to Investors. If an Extraordinary Event occurs, the Bank may elect to pay the Variable Return, if any, to Investors at that time or, instead, defer payment of any such Variable Return until the Maturity Date. Notwithstanding the occurrence of an Extraordinary Event, the Principal Amount of each Note will not, under any circumstances, be repaid until the Maturity Date. See “Description of the Notes — Special Circumstances — Extraordinary Event”.
- Credit Rating:** **The Notes have not been rated.** As of the date of this Information Statement, the Bank’s deposit liabilities with a term of more than one year were rated AA by DBRS, AA– by S&P and Aa1 by Moody’s. There can be no assurance that if the Notes were specifically rated by these rating agencies that they would have the same rating as such other deposit liabilities. **A rating is not a recommendation to buy, sell or hold investments, and may be subject to revision or withdrawal at any time by the relevant rating agency.** See “Description of the Notes — Credit Rating”.
- Secondary Market:** There is currently no market through which the Notes may be sold. There can be no assurance that a secondary market for the Notes will develop or, if such market does develop, that it will be sustained or liquid. The Notes will not be listed on any stock exchange. However, an Investor may be able to sell Notes prior to maturity in any available secondary market. The Selling Agent intends to use reasonable efforts to

initiate and maintain a secondary market for the Notes, but reserves the right not to do so at any time in the future, in its sole discretion, without providing prior notice to Investors. These efforts will consist of posting a daily bid price (the “Bid Price”) through FundSERV for the Notes. The Selling Agent may, for any reason, elect not to purchase Notes from any particular Investor. **If an Investor sells a Note to the Selling Agent prior to maturity, the Investor will receive sale proceeds equal to the Bid Price for the Note as determined by the Selling Agent minus the applicable Early Trading Charge. A sale of Notes originally purchased through FundSERV will be subject to certain additional limitations and procedures established by FundSERV.** See “Description of the Notes — Secondary Trading of Notes”, “FundSERV” and “Risk Factors”.

**Early Trading Charge:**

An Early Trading Charge will apply to any secondary market sale of a Deposit Note through the Selling Agent during the term of the Notes. The Early Trading Charge will be equal to a percentage of the Principal Amount of the Note, determined as follows:

<u>If Sold Within</u>	<u>Early Trading Charge</u>
0-180 days	2.50%
Thereafter	1.50%

**An Investor should be aware that any price for the Notes appearing on his or her monthly or quarterly investment account statement will be BEFORE the application of any applicable Early Trading Charge. An Investor wishing to sell Notes prior to the Maturity Date should consult with his or her investment advisor as to the Early Trading Charge.**

**Book-Entry Registration:**

The Notes will be evidenced by a single global Note held by a depository (initially being CDS). Registration of the interests in and transfers of the Notes will be made only through the book-entry system of CDS. Subject to certain limited exceptions, Investors will not be entitled to any certificate or other instrument from the Bank or the depository evidencing the ownership thereof and an Investor will not be shown on the records maintained by the depository except through an agent who is a participant of the depository. See “Description of the Notes — Form of the Notes”.

**Status:**

The Notes will constitute direct, unsubordinated and unsecured obligations of the Bank ranking *pari passu* among themselves with all other direct, unsecured and unsubordinated indebtedness of the Bank from time to time outstanding (except as otherwise prescribed by law). **Investors will not have the benefit of any insurance under the provisions of the *Canada Deposit Insurance Corporation Act* or under any other deposit insurance regime.**

**Use of Proceeds:**

The Net Proceeds will not be held by the Bank in trust for Investors in any segregated or other account, but rather the Bank will use the Net Proceeds of the Offering for its general banking purposes. See “Use of Proceeds”.

**Income Tax Considerations:**

This income tax summary is subject to the limitations and qualifications set out under the heading “Certain Canadian Federal Income Tax Considerations”.

Any Variable Return paid to a Non-Resident Investor in respect of the Notes should not be subject to Canadian non-resident withholding tax. **Prospective investors who are non-residents of Canada should consult and rely on their own tax advisors in their jurisdiction of residence as to the tax consequences to them of acquiring, holding and disposing of Notes. Neither the Bank, the Selling Agent nor any of their affiliates make any representation to any prospective investor in that regard.**

See “Certain Canadian Federal Income Tax Considerations”.

**Selling Expenses:**

Selling expenses of U.S. \$1.00 per Note will be paid out of the proceeds of this Offering to qualified selling group members for selling the Notes.

**Risk Factors:**

Before reaching a decision to purchase any Notes, prospective investors should carefully consider a variety of risk factors associated with the Notes. **An Investor will not be able to require redemption of the Notes prior to the Maturity Date.** The Notes have certain characteristics that differ from conventional fixed income investments in that they do not provide any return or income stream prior to the Maturity Date, or a return at the Maturity Date that is calculated by reference to a fixed or floating rate of interest that can be determined prior to the Maturity Date. The return on the Notes (if any), unlike the return on many deposit liabilities of Canadian chartered banks, is uncertain. Therefore, the Notes are not suitable investments for Investors that need or expect certainty of yield. The Notes are designed for Investors with a long-term investment horizon who are prepared to hold the Notes to the Maturity Date and are prepared to assume risks with respect to a return tied to the performance of the Gold Spot Price.

There is no assurance that the Gold Spot Price will appreciate between the Issue Date and the Calculation Date. Therefore, there is no assurance that Investors will receive any amount at the Maturity Date other than the repayment of the Principal Amount. The Notes do not represent a direct or indirect ownership interest in gold. The performance of the Gold Spot Price may not be sufficient to generate any Variable Return on the Notes.

A prospective investor should decide to invest in the Notes only after carefully considering with his or her advisor whether the Notes are a suitable investment in light of his or her own circumstances and the information set out in this Information Statement. None of the Bank, Scotia Capital Inc. or their respective affiliates makes any recommendation as to whether the Notes are a suitable investment for any person. See “Risk Factors”.

## DESCRIPTION OF THE NOTES

### Issue Size

The Bank of Nova Scotia – U.S. Dollar Gold Linked Notes, Series 1 will be issued by the Bank on the Issue Date. A maximum of U.S. \$50,000,000 Principal Amount of Notes will be sold by the Bank. The maximum size of the Offering may be changed at any time without notice in the sole discretion of the Bank.

### Principal Amount and Minimum Subscription

Each Note will be issued in a Principal Amount of U.S. \$100. The price to be paid by each Investor upon issuance has been determined by negotiation between the Bank and the Selling Agent. The minimum subscription per Investor will be fifty (50) Notes (i.e. U.S. \$5,000).

### Maturity and Principal Repayment

Each Note matures on the Maturity Date, on which date the Investor will receive a minimum of the Principal Amount of U.S. \$100 per Note. If the Maturity Date is not a Business Day for any reason, then the Maturity Date will be deemed to occur on the next following Business Day and no interest or other compensation will be paid to an Investor in respect of such postponement.

### Gold Spot Price

The Variable Return, if any, on the Notes is linked to the Gold Spot Price, which is the Spot Gold (London PM Fix) expressed in U.S. dollars for one troy ounce of gold as published on the London Bullion Market Association website ([www.lbma.org.uk](http://www.lbma.org.uk)) and on Bloomberg at “GOLDLNPM CMDTY”. In circumstances where neither Price Source publishes the Gold Spot Price, the Calculation Agent may, in its sole discretion: (i) designate an alternative source to obtain a U.S. dollar price for one troy ounce of gold; or (ii) calculate the U.S. dollar price of one troy ounce of gold in its discretion and, in either case, such price as so obtained shall be the Gold Spot Price for purposes of determining the Variable Return, if any. See “Description of the Notes – Special Circumstances”.

### Variable Return

Each Note will bear Variable Return, if any, as described herein, which Variable Return will be paid on the Maturity Date, subject to acceleration or deferral in the circumstances described under “Description of the Notes — Deferred Payment” and “Description of the Notes — Special Circumstances”. The Notes will not bear interest during the term of the Notes but will rather have a Variable Return per Note, if any, payable at maturity in Canadian dollars, calculated as follows:

$$\text{Variable Return} = \text{Principal Amount} \times \text{Gold Spot Return} \times 45\% \text{ Participation Rate}$$

The Gold Spot Return will be determined by the percentage change (which may be positive or negative) in the Gold Spot Price, measured from the Issue Date to the Calculation Date, calculated as follows:

$$\frac{\text{Final Price} - \text{Initial Price}}{\text{Initial Price}}$$

The Final Price is the Gold Spot Price on the Calculation Date, subject to the provisions set out under “Description of the Notes — Special Circumstances”. The Initial Price is the Gold Spot Price on the Issue Date, subject to the provisions set out under “Description of the Notes — Special Circumstances”.

**The amount of Variable Return, if any, will depend upon the performance of the Gold Spot Price. It is possible that no Variable Return will be payable. No Variable Return will be paid unless the Gold Spot Return is greater than zero. See “Risk Factors — No Variable Return May be Payable”.**

Variable Return, if any, will generally be paid by the Bank to the Investor only on the Maturity Date. However, the timing, manner of determining and payment of Variable Return may be affected by the occurrence of an Extraordinary Event or a Market Disruption Event and certain other events. See “Description of the Notes — Special Circumstances”.

An Investor cannot elect to receive Variable Return, if any, before the Maturity Date.

### Hypothetical Variable Return Examples

**The following sample hypothetical examples are for illustrative purposes only. The Initial Prices and Final Prices used in the following hypothetical examples are not estimates or forecasts of the actual Gold Spot Prices or the actual performance of the Notes.**

#### *Example 1: Strong Gold Spot Price Performance*

Asset	Initial Price	Final Price	Gold Spot Return <sup>1</sup>
Gold	645.10	850.00	31.76%
<b>Variable Return = \$100 x 45% x 31.76% = \$14.29</b>			
<b>Payment at Maturity = \$100 Principal Amount plus Variable Return of \$14.29</b>			

1. Gold Spot Return is the total return over the one and a half year term of the Notes and is not an annual rate of return.

In the above hypothetical example, the Gold Spot Return would have been 31.76%. The Variable Return would be \$14.29 (\$100.00 x 45% x 31.76%). Accordingly Investors would receive \$114.29 per Note on the Maturity Date, consisting of the \$100 Principal Amount plus Variable Return of \$14.29. This equates to an average annualized return over the 1.5 year investment period of 9.32%.

#### *Example 2: Weak Gold Spot Price Performance*

Asset	Initial Price	Final Price	Gold Spot Return <sup>1</sup>
Gold	645.10	614.80	-4.70%
<b>Variable Return = \$100 x 45% x -4.70%</b>			
<b>Payment at Maturity = \$100 Principal Amount + 0% Variable Return</b>			

1. Gold Spot Return is the total return over the one and a half year term of the Notes and is not an annual rate of return.

In the above hypothetical example, because the Gold Spot Return is not positive, Investors would not receive any Variable Return and would only receive the Principal Amount of \$100 per Note on the Maturity Date.

If, following payment of the Variable Return, a correction or change is made by any Price Source to the Initial Price or the Final Price used in the determination of the Gold Spot Return, the amount of the Variable Return, if any, will not be changed to reflect such correction or change and the Bank will be under no obligation to pay any additional amount to any Investor.

## Use of Proceeds

The Net Proceeds will not be held by the Bank in trust for the Investors in any segregated or other account, but rather the Bank will use the Net Proceeds of the Offering for its general banking purposes.

## Secondary Trading of Notes

**There is currently no market through which the Notes may be sold.** There can be no assurance that a secondary market for the Notes will develop or, if such market does develop, that it will be sustained or liquid. The Notes will not be listed on any stock exchange. However, Investors may be able to sell Notes prior to maturity in any available secondary market. The Selling Agent intends to use reasonable efforts to initiate and maintain a secondary market for the Notes, but reserves the right not to do so in the future in its sole discretion, without providing prior notice to the Investors. These efforts will consist of posting a daily Bid Price for the Notes through FundSERV. The Selling Agent may, for any reason, elect not to purchase Notes from any particular Investor. Each sale of a Note to the Selling Agent will be effected at a price equal to: (i) the Bid Price for the Note; minus (ii) any applicable Early Trading Charge. See “FundSERV” for details regarding secondary trading where the Notes are held through participants in FundSERV.

The Bid Price for a Note will be affected by a number of factors, the most important of which are: (i) the Principal Amount of the Note which is payable on maturity; and (ii) the expected value of the Variable Return, if any. Generally the longer the term to maturity, and the higher the prevailing interest rates at the time such Bid Price is obtained, the less the Note will be worth. The expected value of the Variable Return will be a function of a number of variables, including but not limited to: (a) the volatility of the Gold Spot Price; (b) the remaining term to maturity of the Notes; (c) changes in the Gold Spot Price since the Issue Date; and (d) various other factors including, but not limited to, prevailing interest rates, and market demand for the Notes. The relationship between these factors is complex and may also be influenced by various political, economic and other factors that can affect the Bid Price of a Note. Due to the method used to price the Variable Return, the value of the Variable Return may be substantially less than the value computed only with reference to the performance of the Gold Spot Price.

If an Investor sells Notes prior to maturity, the Investor may have to do so at a discount from the Principal Amount even if the performance of the Index has been positive and, as a result, the Investor may suffer losses. See “Risk Factors — Liquidity Risk and Secondary Market”

## Early Trading Charge

An Early Trading Charge will apply to any secondary market sale of a Note through the Selling Agent prior to maturity. The Early Trading Charge will be equal to a percentage of the Principal Amount of the Note, determined as follows:

<u>If Sold Within</u>	<u>Early Trading Charge</u>
0-180 days	2.50%
Thereafter	1.50%

**An Investor should be aware that any price for the Notes appearing on his or her monthly or quarterly investment account statement will be BEFORE the application of any applicable Early Trading Charge. An Investor wishing to sell Notes prior to the Maturity Date should consult with his or her investment advisor concerning the Early Trading Charge.**

**The Notes are generally not suitable for an Investor who requires liquidity prior to the Maturity Date. An Investor should consult his or her investment advisor as to whether it would be more favorable in the circumstances at any time to sell Notes (assuming the availability of a secondary market) or hold Notes until the Maturity Date. An Investor should also consult his or her tax advisor**

**as to the income tax consequences arising from a sale prior to the Maturity Date as compared to holding the Note until the Maturity Date.**

### **Special Circumstances**

During the term of the Notes, certain events affecting the Gold Spot Price may occur. Following the occurrence of any such event, the Calculation Agent may be required to make decisions with respect to the Notes relating to the payment and/or calculation of Variable Return, if any.

In connection with the foregoing, the Calculation Agent will make its calculations and determinations in good faith and using commercially reasonable procedures in order to produce a commercially reasonable result; provided, however, that absent manifest error, all of the Calculation Agent's calculations and determinations will be final and binding on Investors, without any liability on the part of the Bank, the Calculation Agent or the Selling Agent, and Investors will not be entitled to any compensation from the Bank, the Calculation Agent or the Selling Agent for any loss suffered as a result of any of the Calculation Agent's calculations or determinations. See "Risk Factors".

#### ***Market Disruption Event***

If the Calculation Agent determines that a Market Disruption Event has occurred and is continuing on any date that, but for that event, would be a Valuation Date, then that Valuation Date will be postponed to the next Business Exchange Day on which there is no Market Disruption Event in effect.

There will be a limit for postponement of any Valuation Date. If, on the eighth Business Day following the date originally scheduled as a Valuation Date, such Valuation Date has not occurred, then, subject as set forth below, notwithstanding the occurrence of any Market Disruption Event on or after such eighth Business Day, the Calculation Agent may determine that:

- (i) such eighth Business Day shall be the Calculation Date; and
- (ii) the Gold Spot Price shall be determined by the Calculation Agent, in its sole discretion, without any liability on the part of the Calculation Agent, taking into account all market circumstances considered by the Calculation Agent to be relevant, acting reasonably (the "MDE Formula").

A Market Disruption Event may delay the determination of the Gold Spot Return and, consequently, the calculation of Variable Return, if any, payable on the Maturity Date. In such circumstances, the Bank may delay such payment until the tenth Business Day after the Gold Spot Return has been determined.

#### ***Adjustments Due to Material Changes***

If in the opinion of the Calculation Agent, at any time prior to the Maturity Date, there occurs a material change in the content, composition, or constitution of the Gold Spot Price or there is a material change in any formula for or the method of calculating such Gold Spot Price, the Calculation Agent may make such adjustments as the Calculation Agent reasonably determines appropriate, to the Initial Price or Final Price to account for such material change.

#### ***Extraordinary Event***

If the Calculation Agent determines that one or more Extraordinary Events have occurred, the Bank may, at its option upon notice to the Investors (the date specified in such notice being the "Extraordinary Event Notification Date"), elect to accelerate the determination of Variable Return, if any, on all outstanding Notes. Upon such election, Variable Return, if any, per Note will be determined and calculated by the

Calculation Agent as of the Business Exchange Day immediately following the Extraordinary Event Notification Date, using the Gold Spot Price as of such date as the Final Price, subject to the following:

- (i) if a Market Disruption Event is then in effect, the Final Price shall be determined in accordance with the MDE Formula; and
- (ii) the Calculation Agent shall make such adjustments, if any, to the formula for calculating Variable Return as the Calculation Agent reasonably determines appropriate to account for the fact that, as a consequence of the occurrence and continuance of an Extraordinary Event, the Final Price is to be determined as of the Business Exchange Day following the Extraordinary Event Notification Date.

In the event of the early determination of the Variable Return, if any, as a consequence of the occurrence of an Extraordinary Event, the Bank may, at its option, elect to: (i) pay the Variable Return, if any, prior to Maturity Date; or (ii) defer payment of the Variable Return, if any, until the Maturity Date. If the Bank elects to pay the Variable Return, if any, prior to the Maturity Date, payment will be made no later than the tenth Business Day after the Extraordinary Event Notification Date.

Notwithstanding the occurrence of an Extraordinary Event, payment of the Principal Amount per Note will not be accelerated and will remain due and payable only on the Maturity Date.

## **Form of the Notes**

### ***General***

Each Note will be represented by a global Note representing the entire issuance of Notes. The Bank will issue Notes evidenced by certificates in definitive form to a particular Investor only in limited circumstances.

### ***Global Note***

The Bank will issue the registered Notes in a form of the fully registered global Note that will be deposited with a depository (initially being CDS) and registered in the name of such depository or its nominee in a denomination equal to the aggregate Principal Amount of the Notes. Unless and until it is exchanged in whole for Notes in definitive registered form, the registered global Note may not be transferred except as a whole by and among the depository, its nominee or any successors of such depository or nominee.

The Bank anticipates that the following provisions will apply to all arrangements in respect of a depository.

Ownership of beneficial interests in a global Note will be limited to persons, called participants, that have accounts with the relevant depository or persons that may hold interests through participants. Upon the issuance of a registered global Note, the depository will credit, on its book-entry registration and transfer system, the participants' accounts with the respective Principal Amounts of the Notes beneficially owned by the participants. Any dealers participating in the distribution of the Notes will designate the accounts to be credited. Ownership of beneficial interests in a registered global Note will be shown on, and the transfer of ownership interests will be effected only through, records maintained by the depository, with respect to interests of participants, and on the records of participants, with respect to interests of persons holding through participants.

So long as the depository, or its nominee, is the registered owner of a registered global Note, that depository or its nominee, as the case may be, will be considered the sole owner or Investor of the Notes represented by the registered global Note for all purposes. Except as described below, owners of beneficial interests in a registered global Note will not be entitled to have the Notes represented by the registered global

Note registered in their names, will not receive or be entitled to receive physical delivery of the Notes in definitive form and will not be considered the owners or Investors of Notes. Accordingly, each person owning a beneficial interest in a registered global Note must rely on the procedures of the depositary for that registered global Note and, if that person is not a participant, on the procedures of the participant through which the person owns its interest, to exercise any rights of an Investor. The Bank understands that under existing industry practices, if the Bank requests any action of Investors or if an owner of a beneficial interest in a registered global Note desires to give or take any action that an Investor is entitled to give or take in respect of the Notes, the depositary for the registered global Note would authorize the participants holding the relevant beneficial interests to give or take that action, and the participants would authorize beneficial owners owning through them to give or take that action or would otherwise act upon the instructions of beneficial owners holding through them.

Payments on the Notes represented by a registered global Note registered in the name of a depositary or its nominee will be made to the depositary or its nominee, as the case may be, as the registered owner of the registered global Note. The Bank will not have any responsibility or liability for any aspect of the records relating to payments made on account of beneficial ownership interests in the registered global Note or for maintaining, supervising or reviewing any records relating to those beneficial ownership interests.

The Bank expects that the depositary for any of the Notes represented by a registered global Note, upon receipt of any payment on the Notes, will immediately credit participants' accounts in amounts proportionate to their respective beneficial interests in that registered global Note as shown on the records of the depositary. The Bank also expects that payments by participants to owners of beneficial interests in a registered global Note held through participants will be governed by standing customer instructions and customary practices, as is now the case with the securities held for the accounts of customers in bearer form or registered in street name, and will be the responsibility of those participants.

### ***Definitive Notes***

If the depositary for any of the Notes represented by a registered global Note is at any time unwilling or unable to continue to properly discharge its responsibilities as depositary, and a successor depositary is not appointed by the Bank within 90 days, the Bank will issue Notes in definitive form in exchange for the registered global Note that had been held by the depositary.

In addition, the Bank may at any time and in its sole discretion decide not to have any of the Notes represented by one or more registered global Notes. If the Bank makes that decision, the Bank will issue Notes in definitive form in exchange for all of the registered global Notes representing the Notes.

Except in the circumstances described above, beneficial owners of the Notes will not be entitled to have any portions of such Notes registered in their name, will not receive or be entitled to receive physical delivery of the Notes in certificated, definitive form and will not be considered the owners or Investor of a global Note.

Any Notes issued in definitive form in exchange for a registered global Note will be registered in the name or names that the depositary gives to the Bank or its agent, as the case may be. It is expected that the depositary's instructions will be based upon directions received by the depositary from participants with respect to ownership of beneficial interests in the registered global Note that had been held by the depositary.

The text of any Notes issued in definitive form will contain such provisions as the Bank may deem necessary or advisable. The Bank will keep or cause to be kept a register in which will be recorded registrations and transfers of Notes in definitive form if issued. Such register will be kept at the offices of the Bank, or at such other offices notified by the Bank to Investors.

No transfer of a definitive Note will be valid unless made at such offices upon surrender of the certificate in definitive form for cancellation with a written instrument of transfer in form and as to execution satisfactory to the Bank or its agent, and upon compliance with such reasonable conditions as may be required by the Bank or its agent and with any requirement imposed by law, and entered on the register.

Payments on a definitive Note in the aforementioned register in which registrations and transfers of Notes are to be recorded will be made by cheque mailed to the applicable registered Investor at the address of the Investor appearing if requested in writing by the Investor at least five Business Days before the date of the payment and agreed to by the Bank, by electronic funds transfer to a bank account nominated by the Investor with a bank in Canada. Payment under any definitive Note is conditional upon the Investor first delivering the Note to the Bank which reserves the right, in the case of payment of Variable Return prior to the Maturity Date, to mark on the Note that Variable Return has been paid in full, or, in the case of payment of Variable Return and the Principal Amount under the Note in full, to retain the Note and mark the Note as cancelled.

### **Deferred Payment**

Federal laws of Canada preclude the charging of interest or other amounts for the advancing of credit at effective rates in excess of 60% per annum. When any payment is to be made by the Bank to an Investor at the Maturity Date, payment of a portion of such payment constituting a Variable Return that would exceed 60% per annum may be deferred to ensure compliance with such laws. In addition, the Bank may withhold a portion of any payment to an Investor that the Bank is legally able or required to withhold. The Bank will pay the portion so deferred to the Investor together with interest at the Bank's equivalent term deposit rate as soon as Canadian law permits.

### **Status**

The Notes will constitute direct, unsubordinated and unsecured obligations of the Bank ranking *pari passu* among themselves with all other direct, unsecured and unsubordinated indebtedness of the Bank from time to time outstanding. Investors will not have the benefit of any insurance under the provisions of the *Canada Deposit Insurance Corporation Act* or under any other deposit insurance regime.

### **Credit Rating**

**The Notes have not been rated.** As of the date of this Information Statement, the Bank's deposit liabilities with a term of more than one year were rated AA by DBRS, AA- by S&P and Aa1 by Moody's. There can be no assurance that if the Notes were specifically rated by these rating agencies that they would have the same rating as such other liabilities. **A rating is not a recommendation to buy, sell or hold investments, and may be subject to revision or withdrawal at any time by the relevant rating agency.**

### **Dealings in Gold**

The Bank may from time to time, in the course of its normal business operations, hold gold and interests linked to gold. The Bank and its affiliates may deal in gold and in securities, derivatives and other instrument linked to gold and may act, with respect thereto, in the same manner as it would if the Notes did not exist, regardless of whether any such action may have an adverse effect on the Gold Spot Price or the Variable Return, if any.

### **Notification**

All notices to Investors regarding the Notes will be given: (i) by wire or fax to the applicable depository (initially being CDS); or (ii) in the case where the Notes are directly registered in the Investors' names and issued in definitive form, by mail or other form of delivery selected by the Bank to the registered addresses of the Investors.

## **Amendments to the Notes**

The terms of the Notes may be amended without the consent of the Investors by the Bank if, in the reasonable opinion of the Bank, the amendment would not materially and adversely affect the interests of the Investors. In other cases, the terms of the Notes may be amended if the Bank proposes the amendment and if the amendment is approved by a resolution passed by the favourable votes of the Investors holding not less than  $66\frac{2}{3}\%$  of the Notes represented at a meeting convened for the purpose of considering the resolution. The quorum for a meeting of holders is at least two holders represented in person or by proxy holding at least 10% of the Notes outstanding. If a quorum is not present at a meeting within 30 minutes after the time fixed for the meeting, the meeting will be adjourned to another day, not less than 10 days or more than 21 days later, selected by the Bank and notice will be given to the Investors of such adjourned meeting. The holders present at the adjourned meeting will constitute a quorum. Each holder is entitled to one vote per Note held by such holder for the purposes of voting at meetings.

The Notes do not carry the right to vote in any other circumstances.

## **Investors' Right of Rescission**

A person may rescind any order to buy a Note (or its purchase if issued) within 48 hours of the earlier of actual receipt and deemed receipt of the Information Statement. Upon rescission, the person is entitled to a refund of the Principal Amount. This rescission right does not extend to Investors buying a Note in the secondary market. A person will be deemed to have received the Information Statement on the day recorded as the time of sending by the server or other electronic means.

## **GOLD**

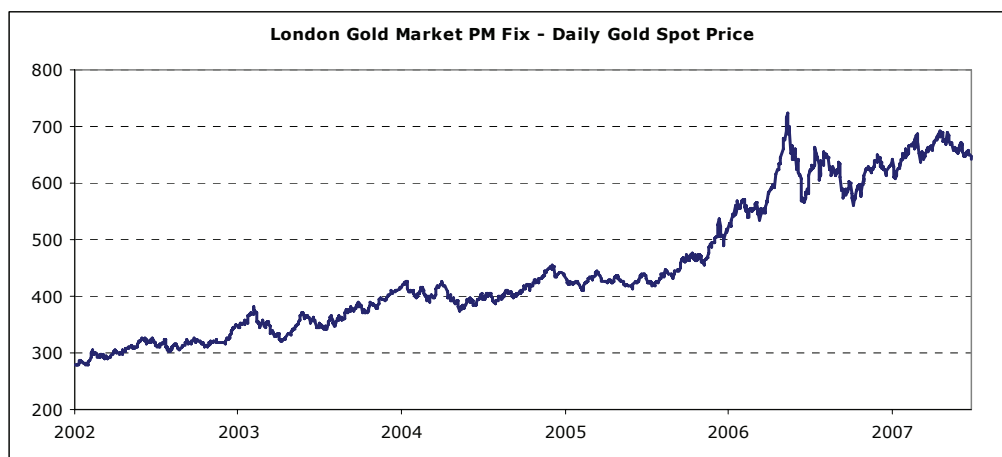
All information in this Information Statement relating to gold is derived from publicly available sources and is presented in this Information Statement in summary form. As such, neither the Bank, Scotia Capital Inc. nor any investment dealer, broker or agent selling the Notes assumes any responsibility for the accuracy or completeness of such information. The charts showing historical price performance of gold include daily Reference Prices from and including January 2, 2002 to and including June 27, 2007. Prices displayed in the chart are in U.S. dollars. Historical performance of the Gold Spot Price is not indicative of the future performance of the Gold Spot Price or the Notes.

### **Gold**

Gold is a highly sought-after precious metal which, for many centuries, has been used as money, a store of value and in jewelry; it occurs as nuggets or grains in rocks, underground "veins" and in alluvial deposits. It is one of the coinage metals. The metal is dense, soft, shiny and the most malleable and ductile of the known metals. Gold forms the basis for a monetary standard used by the International Monetary Fund (IMF) and the Bank for International Settlements (BIS). Modern industrial uses include dentistry and electronics, where gold has traditionally found use because of its good resistance to oxidative corrosion.

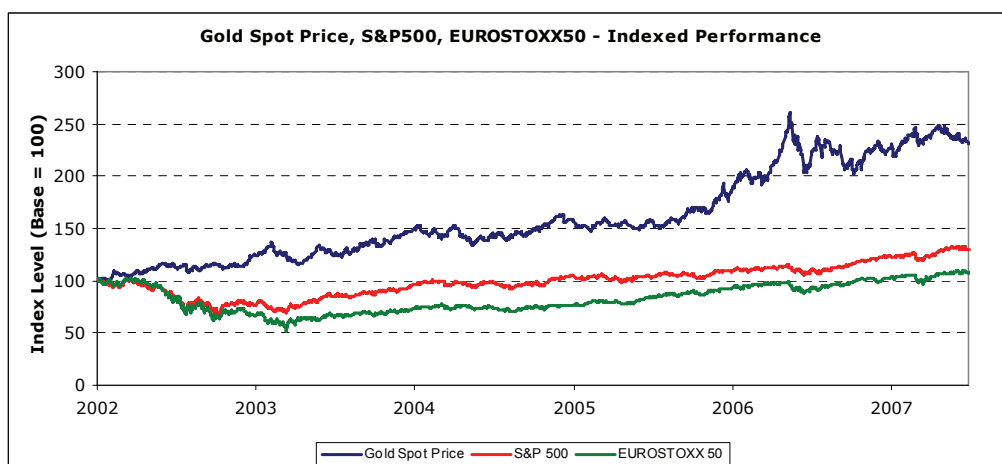
The price of gold is determined on the open market, but a procedure known as the Gold Fixing in London, originating in September 1919, provides a daily benchmark figure to the industry. The afternoon fixing appeared in 1968 to fix a price when US markets are open. The high price of gold is due to its rare amount. Only three parts out of every billion in the Earth's crust is gold.

The Gold Spot Price is the Spot Gold (London PM Fix) per troy ounce expressed in U.S. Dollars as published on the London Bullion Market Association website ([www.lbma.org.uk](http://www.lbma.org.uk)) and on Bloomberg at "GOLDLNPM CMDTY" (in either case, a "Price Source").



Source: Bloomberg

The chart above shows the Gold Spot Price from January 2, 2002 to June 27, 2007. During this period, the starting Gold Spot Price was U.S.\$278.35; the lowest Gold Spot Price was U.S.\$277.75 on January 4, 2002; the highest Gold Spot Price was U.S.\$725.00 on May 12, 2006; and the ending Gold Spot Price was U.S.\$642.10.



Source: Bloomberg

The chart above shows the indexed performance of the Gold Spot Price, the S&P 500® Index and the Dow Jones EuroSTOXX 50® Index from January 2, 2002 to June 27, 2007. During this period, the Gold Spot Price outperformed both indices.

### PLAN OF DISTRIBUTION

Each Note will be issued for a subscription price of 100% of the Principal Amount thereof (U.S. \$100 per Note). The subscription price was determined by negotiation between the Bank and the Selling Agent. The Selling Agent is a wholly owned subsidiary of the Bank. As a result, the Bank is a related issuer of the Selling Agent under applicable Canadian securities legislation.

The closing of this offering is scheduled to occur on or about July 31, 2007. The Bank may, at any time prior to the Issue Date, in its discretion, elect whether or not to proceed in whole or in part with the issue of the Notes. Subscriptions will be received subject to rejection or allotment in whole or in part and the right is reserved to close the subscription books at any time without notice. Upon acceptance of a subscription, the

Selling Agent will deliver or cause to be delivered a confirmation of acceptance by prepaid mail or other means of delivery to the subscriber.

The Bank will pay selling expenses of U.S. \$1.00 per Note to qualified selling group members for selling the Notes. The selling expenses will be paid out of the proceeds of the offering. The Selling Agent may form a sub-agency group including other qualified selling members and determine the fee payable to the members of such group, which fee will be paid by the Selling Agent out of its own funds. While the Selling Agent has agreed to use its best efforts to sell the Notes offered hereby, the Selling Agent will not be obligated to purchase any Notes which are not sold. For greater certainty, the Selling Agent may purchase Notes offered hereby as principal.

A global Note for the full amount of the Offering will be issued in registered form to CDS and will be deposited with CDS on the Issue Date. Subject to certain exceptions, certificates evidencing the Notes will not be available to Investors under any circumstances and registration of interests in and transfer of Notes will be made through the Book-Entry System of CDS. See “Description of the Notes — Form of the Notes”.

In connection with the issue and sale of the Notes by the Bank, no person is authorized to give any information or to make any representation not expressly contained in this Information Statement or the global Note and the Bank does not accept responsibility for any information not contained herein or therein. This Information Statement does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such offer or solicitation. The Notes have not, and will not be, registered under the 1933 Act or any State securities laws and, subject to certain exceptions may not be offered for sale, sold or delivered, directly or indirectly, in the United States, its territories or possessions or to or for the account or benefit of U.S. persons within the meaning of Regulation S under the 1933 Act. In addition, the Notes may not be offered or sold to residents of any jurisdiction or country in Europe.

Dealers may from time to time purchase and sell Notes in any available secondary market but are not obligated to do so. The offering price and other selling terms for such sales in a secondary market may, from time to time, be varied by such dealers.

The Bank reserves the right to issue additional Notes of this series or a series previously issued, and other debt securities which may have terms substantially similar to the terms of the Notes offered hereby, which may be offered by the Bank concurrently with the Notes. The Bank further reserves the right to purchase for cancellation at its discretion any amount of Notes in a secondary market, without notice to Investors.

## **FundSERV**

### **General**

Some Investors may purchase Notes through dealers and other firms that facilitate purchase and related settlement through a clearing and settlement service operated by FundSERV Inc. (“FundSERV”). The following FundSERV information is pertinent for such Investors. Investors should consult with their financial advisors as to whether their Notes have been purchased through FundSERV and to obtain further information on FundSERV procedures applicable to those Investors.

Where an Investor’s purchase order for Notes is effected by a dealer or other firm through FundSERV, such dealer or other firm may not be able to accommodate a purchase of Notes through certain registered plans for purposes of the Income Tax Act (Canada). Investors should consult their financial advisors as to whether their orders for Notes will be made through FundSERV and any limitations on their ability to purchase Notes through certain registered plans.

FundSERV is owned and operated by both fund sponsors and distributors and provides distributors of

funds and certain other financial products (including brokers and dealers who sell investment funds, companies who administer registered plans that include investment funds and companies who sponsor and sell financial products) with online order access to such financial products. FundSERV was originally designed and is operated as a mutual fund communications network facilitating the members in electronically placing, clearing and settling mutual fund orders. In addition, FundSERV is currently used in respect of other financial products that may be sold by financial planners, such as the Notes. FundSERV enables its participants to clear certain financial product transactions between participants, to settle the payment obligations arising from such transactions, and to make other payments between themselves.

### **FundSERV Notes Held Through Scotia Capital Inc., a CDS Participant**

As stated above, all Notes will initially be issued in the form of a fully registered global Note that will be deposited with CDS. Notes purchased through FundSERV (“FundSERV Notes”) will also be evidenced by that Global Note, as are all other Notes. See “Description of the Notes – Form of the Notes” above for further details on CDS as a depository and related matters with respect to the Global Note. Investors holding FundSERV Notes will therefore have an indirect beneficial interest in the Global Note. That beneficial interest will be recorded in CDS as being owned by Scotia Capital Inc., as a direct participant in CDS. Scotia Capital Inc. will in turn record in its records respective beneficial interests in the FundSERV Notes. An Investor should understand that Scotia Capital Inc. will make such recordings as instructed through FundSERV by the Investor’s financial advisor.

### **Purchase Through FundSERV**

In order to complete the purchase of FundSERV Notes, the full subscription price (i.e., the aggregate Principal Amount therefor) must be delivered to Scotia Capital Inc. in immediately available funds by no later than the Issue Date. Despite delivery of such funds, Scotia Capital Inc. reserves the right not to accept any offer to purchase FundSERV Notes. If FundSERV Notes are not issued to the Investor for any reason, such funds will be returned forthwith to the Investor. In any case, whether or not the FundSERV Notes are issued, no interest or other compensation will be paid to the Investor on such funds.

### **Sale Through FundSERV**

An Investor wishing to sell FundSERV Notes prior to the Maturity Date is subject to certain procedures and limitations to which an Investor holding Notes through a “full service broker” with direct connections to CDS may not be subject. Any Investor wishing to sell a FundSERV Note should consult with his or her financial advisor in advance in order to understand the timing and other procedural requirements and limitations of selling. An Investor must sell FundSERV Notes by using the “redemption” procedures of FundSERV; any other sale or redemption is not possible. Accordingly, an Investor will not be able to negotiate a sales price for FundSERV Notes. Instead, the financial advisor for the Investor will need to initiate an irrevocable request to “redeem” the FundSERV Note in accordance with the then established procedures of FundSERV. Generally, this will mean the financial advisor will need to initiate such request by 1:00 p.m. (Toronto time) on a Business Day (or such other time as may hereafter be established by FundSERV). Any request received after such time will be deemed to be a request sent and received on the next following Business Day. Sale of the FundSERV Note will be effected at a sale price equal to (i) the “net asset value” of a Note as of the close of business on the applicable Business Day as posted to FundSERV by Scotia Capital Inc., minus (ii) any applicable Early Trading Charge (as outlined under “Secondary Trading of Notes”). The “net asset value” of a Note will factor in accrued interest, if any. The Investor should be aware that, although the “redemption” procedures of FundSERV would be utilized, the FundSERV Notes of the Investor will not be redeemed by Scotia Capital Inc. but rather will be sold in the secondary market to Scotia Capital Inc. In turn, Scotia Capital Inc. will be able in its discretion to sell those FundSERV Notes to other parties at any price, to hold them in its inventory or to arrange for purchase for cancellation by the Bank.

Investors should also be aware that from time to time such “redemption” mechanism to sell

FundSERV Notes may be suspended for any reason without notice, thus effectively preventing Investors from selling their FundSERV Notes. Potential Investors requiring liquidity should carefully consider this possibility before purchasing FundSERV Notes.

Scotia Capital Inc. is the “fund sponsor” for the FundSERV Notes within FundSERV. It is required to post a “net asset value” for the FundSERV Notes on a daily basis, which value may also be used for valuation purposes in any statement sent to Investors. See the second paragraph under the heading “Description of the Notes – Secondary Trading of Notes” for some of the factors that will determine the “net asset value” or Bid Price of the Notes at any time. The sale price will actually represent Scotia Capital Inc.’s Bid Price for the Notes as of the close of business for the applicable Business Day less any applicable Early Trading Charge. There is no guarantee that the sale price for any day is the highest bid price possible in any secondary market for the Notes, but will represent Scotia Capital Inc.’s Bid Price generally available to all Investors as at the relevant close of business, including clients of Scotia Capital Inc.

An Investor holding FundSERV Notes should realize that such FundSERV Notes may not be transferable to another dealer, if the Investor were to decide to move his or her investment account to such other dealer. In that event, the Investor would have to sell the FundSERV Notes pursuant to the procedures outlined above.

### **CALCULATION AGENT**

Scotia Capital will be the Calculation Agent with regard to the Notes. The Calculation Agent will be solely responsible for the determination and calculation of the Gold Spot Return, the Variable Return, if any, as well as for making certain other determinations with regard to the Notes. All determinations and calculations made by the Calculation Agent will be at the sole discretion of the Calculation Agent and will, in the absence of manifest error, be conclusive for all purposes and binding upon the Investors. The Calculation Agent is obligated to carry out its duties and functions in good faith and using its reasonable judgment. The Calculation Agent may have an economic interest adverse to those of Investors, including with respect to the Bank’s hedging arrangements with respect to the Notes and with respect to certain determinations that the Calculation Agent must make, such as determining the Variable Return, if any, the Gold Spot Return whether a Market Disruption Event or Extraordinary Event has occurred and in making certain other determinations with respect to the Notes.

### **CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS**

In the opinion of McCarthy Tétrault LLP, counsel to the Bank, the following is, as of the date hereof, a summary of the principal Canadian federal income tax considerations generally applicable to the acquisition, holding and disposition of Notes by an Investor who purchases the Notes at the time of their issuance and for the purposes of the *Income Tax Act* (Canada) (the “Tax Act”), and at all relevant times, deals at arm's length, and is not affiliated, with the Bank (a “Holder”). This summary is only applicable to a Holder who, at all relevant times and for purposes of the Tax Act, is not resident and is not deemed to be resident in Canada and who does not use or hold and is not deemed to use or hold Notes in or in the course of carrying on a business in Canada and is not an insurer carrying on an insurance business in Canada and elsewhere (a “Non-Resident Investor”).

This summary is based on the current provisions of the Tax Act and the regulations thereunder as in force on the date hereof (the “Regulations”), our understanding of the current administrative and assessing practices of the Canada Revenue Agency (the “CRA”) published in writing prior to the date hereof and all specific proposals to amend the Tax Act and regulations thereunder publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the “Tax Proposals”) and assumes all Tax Proposals will be enacted substantially as proposed; however, no assurance can be given that the Tax Proposals will be enacted as proposed or at all. This summary does not, except for the Tax Proposals, otherwise take into account or anticipate any changes in law or the CRA’s administrative or assessing practices, whether by

legislative, governmental or judicial decision or action. Subsequent developments could have a material effect on the following description. This summary is not exhaustive of all possible Canadian federal income tax considerations applicable to an investment in Notes and does not take into account provincial, territorial or foreign income tax legislation or considerations, which are not addressed in this summary.

**This summary is of a general nature only and is not intended to be legal or tax advice to any Investor. Investors should consult their own tax advisors for advice with respect to the income tax consequences of an investment in Notes, based on their particular circumstances and their country of residence.**

Any Variable Return paid or credited or deemed for purposes of the Tax Act to be paid or credited on a Note to a Non-Resident Investor should not be subject to Canadian non-resident withholding tax.

Generally, there are no other Canadian taxes on income (including taxable capital gains) payable in respect of a Note by a Non-Resident Investor.

**Prospective investors who are non-residents of Canada should consult and rely on their own tax advisors in their jurisdiction of residence as to the tax consequences to them of acquiring, holding and disposing of Notes. Neither the Bank, the Selling Agent nor any of their affiliates make any representation to any prospective investor in that regard.**

## DESCRIPTION OF THE BANK

The Bank was granted a charter under the laws of the Province of Nova Scotia in 1832, and commenced operations in Halifax, Nova Scotia in that year. Since 1871, the Bank has been a chartered bank under the *Bank Act* (Canada) (the "Bank Act"). The Bank is a Schedule 1 bank under the Bank Act and the Bank Act is its charter. The head office of the Bank is located at 1709 Hollis Street, Halifax, Nova Scotia and the executive offices are at Scotia Plaza, 44 King Street West, Toronto, Ontario M5H 1H1. A copy of the Bank's by-laws are available on [www.sedar.com](http://www.sedar.com).

The Bank is one of North America's premier financial institutions and Canada's most international bank. The Bank is a full-service financial institution, active in both domestic and international markets. In Canada, the Bank provides a full range of retail, commercial, corporate, investment and wholesale banking services through its extensive network of branches and offices across Canada. With close to 57,000 employees, the Bank and its affiliates have branches and offices serving almost 12 million customers in some 50 countries, which provide a wide range of banking and financial services, either directly or through subsidiary and associated banks, trust companies and other financial institutions.

The Bank has three major business lines: Domestic Banking, International Banking and Scotia Capital. Each of these three business lines is discussed below and additional information on each of the Bank's business lines is available in the 2006 Management's Discussion and Analysis found on page 42 of the Annual Report.

### Domestic Banking

The Bank's Domestic Banking business line provides a full range of banking and investment services to retail and small business banking, commercial and wealth management customers across Canada. Retail Banking provides a full range of financial products and services to nearly 7 million customers through a multi-channel domestic delivery network that includes 972 branches; 2,742 automated banking machines ("ABMs"); telephone, wireless and internet banking; three call centres, 100 wealth management branches, four dealer finance centres; and six commercial and business banking centres. Retail and Small Business Banking supplies mortgages, loans, credit cards, investments, insurance and day-to-day banking products to individuals and small businesses. Wealth Management provides a full range of products and services including: retail brokerage (discretionary, non-discretionary and self-directed); investment management

advice; mutual funds and savings products; and financial planning and private client services for affluent clients. Commercial Banking delivers a full product suite to medium and large businesses.

### **International Banking**

The Bank's International Banking business line operates in more than 40 countries and includes operations in the following geographic regions: the Caribbean and Central America, Mexico, Latin America, and Asia. International Banking includes the Bank's retail and commercial banking operations outside of Canada. Including the Bank's subsidiaries and affiliates, more than 27,100 employees worldwide provide a full range of services to over 4.7 million customers. In the Caribbean and Central America, the Bank operates in 25 countries with 372 branches and offices and a network of 844 ABMs and employs over 11,200 staff. In Mexico, Grupo Financiero Scotiabank Inverlat, S.A. de C.V. is the sixth-largest financial group in the Mexican banking system, serving more than 1.4 million customers through 494 branches and offices, and has a network of 1,122 ABMs, nearly 7,400 employees and a significant portion of the rapidly expanding mortgage and automotive financing markets. In Latin America, the Bank's holdings include Scotiabank Sud Americano, S.A. in Chile, Scotiabank Peru S.A.A. and an affiliate in Venezuela. In Chile, the Bank operates 53 branches and offices and provides personal, commercial and corporate banking services. The Bank expanded its operations in Peru in 2006, which resulted in 77.57% ownership of the third-largest bank in the country, with 140 branches and other operations. In the Asia Pacific region, the Bank operates in nine countries with 24 branches and offices. Current activities are focused on commercial banking and trade finance, along with some wholesale banking.

### **Scotia Capital**

Scotia Capital provides full service wholesale banking to corporate, government and institutional clients across the NAFTA region as well as other selected niche markets globally. Scotia Capital has 18 offices and more than 300 relationship managers who are organized primarily around industry specialties. Scotia Capital is organized into two main businesses. Global Corporate and Investment Banking is organized geographically with four groups: Canadian Corporate and Investment Banking; United States Corporate; Europe Corporate; and Mexico Wholesale. In Canada, Scotia Capital provides wholesale banking services. In Mexico, Scotia Capital offers a full suite of wholesale products, as well as cash management, trade finance and correspondent banking to our Mexico-based clients. The United States and European units provide corporate lending products as well as select non-lending products. Global Capital Markets represents the Bank's trading businesses and operates in Canada, the United States, Mexico, Western Europe and Asia. Global Capital Markets specializes in fixed income, derivatives, foreign exchange, and equity sales, trading and research, and through ScotiaMocatta, precious metals.

## **RISK FACTORS**

### **Suitability of Notes for Investment**

A person should reach a decision to invest in the Notes only after carefully considering, with his or her investment, legal, accounting, tax and other advisors, the suitability of the Notes in light of his or her investment objectives and the information set out in this Information Statement. For instance, an investment in a Note is not suitable for a person seeking a guaranteed or fixed rate of return. The Bank, the Calculation Agent and the Selling Agent make no recommendation as to the suitability of the Notes for investment by any particular person. The Notes have certain investment characteristics that differ from fixed income investments. Absent special circumstances, the Notes will not provide Investors with a Variable Return prior to the Maturity Date, and may not provide a return in excess of the Principal Amount at the Maturity Date. Therefore, an investment in the Notes is only suitable for Investors prepared to assume risks with an investment whose return is tied to the performance of the Gold Spot Price. The Principal Amount is only repaid if the Notes are held to the Maturity Date. The Notes are not conventional indebtedness. The Notes could produce no yield. Therefore, the Notes are not suitable investments for Investors who need or expect certainty of yield.

## **Comparison to Other Obligations**

The terms of the Notes differ from those of ordinary obligations or debt instruments, in that a return, if any, is payable on the Notes only at the Maturity Date in most circumstances and only to the extent that the Gold Spot Return is greater than zero. Whether the Gold Spot Return will be greater than zero is contingent on events that are inherently difficult to predict and which are beyond the Bank's control. Accordingly, there can be no assurance that the Gold Spot Return will be greater than zero, or that more than the Principal Amount will ever be payable with respect to the Notes. Moreover, the value of an investment in the Notes may diminish over time owing to inflation and other factors that adversely affect the present value of future payments. Accordingly, an investment in the Notes may result in a lower return when compared to alternative investments.

## **No Guaranteed Return on Notes**

While an Investor is entitled to payment on the Maturity Date which cannot be less than the Principal Amount of the Note, the Notes do not bear a fixed rate of interest and there can be no assurance that the Notes will bear any return. Historical Gold Spot Prices should not be considered as an indication of the future performance of the Notes. No assurance can be given, and none is intended to be given, that the Gold Spot Price will appreciate in the period during which the Notes are outstanding and that any Variable Return will be achieved on the Notes at the Maturity Date.

## **Pledging**

The ability of an Investor to pledge the Notes or otherwise take action with respect to such Investor's interest in such Notes (other than through a CDS Participant) may be limited due to the lack of a physical certificate.

## **No Variable Return May Be Payable**

Variable Return, if any, payable on the Notes is directly linked to the Gold Spot Return (which may be positive or negative). Unless the Gold Spot Return is positive at maturity, no Variable Return will be payable on the Notes. See "Description of the Notes — Variable Return".

## **Historical Performance of the Gold Spot Price is not an Indication of Future Performance**

Variable Return, if any, will be determined on the basis of the performance of the Gold Spot Price. The historical performance of the Gold Spot Price is not necessarily indicative of the future performance of the Gold Spot Price.

## **Variable Return Not the Same as Owning Gold**

Variable Return, if any, on the Notes will not necessarily reflect the return an Investor would realize if the Investor actually owned gold for the full term of the Notes. The Variable Return, while based on the Gold Spot Price, is subject to a 45% Participation Rate, which will limit the amount of the Variable Return, if any, payable in respect of the Notes. An Investor who holds gold directly would not be subject to that limitation.

## **Risks Relating to Gold**

It is impossible to predict whether the price of gold will increase or decrease. Market prices of gold will be influenced by complex and interrelated political, economic, financial and other factors that can affect the commodity markets generally.

## **Liquidity Risk and Secondary Market**

The Principal Amount and Variable Return, if any, per Note are only payable at maturity (subject, in the case of Variable Return, to the occurrence of an Extraordinary Event or a Market Disruption Event and deferral of payment in certain circumstances). An Investor cannot elect to receive Variable Return prior to the Maturity Date. The Notes will not be listed on any stock exchange. However, the Selling Agent intends to use reasonable efforts to initiate and maintain a secondary market for the Notes, but reserves the right not to do so in the future in its sole discretion, without providing prior notice to the Investors. These efforts will consist of posting a daily Bid Price for the Notes through FundSERV. The Selling Agent may, for any reason, elect not to purchase Notes from any particular Investor. Investors may sell the Notes in any such secondary market prior to maturity. The Bid Price for a Note will be affected by a number of factors, the most important of which are: (i) the Principal Amount of the Note which is payable on maturity; and (ii) the expected value of the Variable Return. Generally the longer the term to maturity, and the higher the prevailing interest rates at the time such Bid Price is obtained, the less the Note will be worth. The expected value of the Variable Return will be a function of a number of variables, including but not limited to: (a) the volatility of the Gold Spot Price; (b) the remaining term to maturity; (c) the change in the Gold Spot Price since the Issue Date; and (d) various other factors including, but not limited to, prevailing interest rates, and market demand for the Notes. The relationship between these factors is complex and may also be influenced by various political, economic and other factors that can affect the Bid Price of a Note. Due to the method used to price the Variable Return, the value of the Variable Return may be substantially less than the value computed only with reference to the performance of the Gold Spot Price. If an Investor sells Notes prior to maturity, the Investor may have to do so at a discount from the Principal Amount even if the performance of the Gold Spot Price, has been positive and, as a result, the Investor may suffer losses. An Investor who sells a Note to the Selling Agent prior to the Maturity Date will have to pay an Early Trading Charge of up to 2.50% of the Principal Amount of the Note.

## **Potential Conflicts of Interest between the Investor and The Bank of Nova Scotia**

The Bank is the issuer of the Notes. Scotia Capital will, as the Calculation Agent, calculate the amount, if any, of Variable Return paid to Investors at maturity. The Calculation Agent may also be required to exercise its judgment in relation to the Notes from time to time. For example, the Calculation Agent may have to determine whether a Market Disruption Event or Extraordinary Event has occurred, and may, as a consequence, have to make certain calculations and determinations. While the Calculation Agent is required to make such calculations and determinations in good faith and using commercially reasonable procedures in order to produce a commercially reasonable result, absent manifest error, all of the Calculation Agent's calculations and determinations will be final and binding on Investors, without any liability on the Calculation Agent's, the Selling Agent's or the Bank's part, and Investors will not be entitled to any compensation from the Bank, the Calculation Agent or the Selling Agent for any loss suffered as a result of any of the Calculation Agent's calculations and determinations. Since the Calculation Agent's calculations and determinations may affect the market value of the Notes, the Bank may have a conflict of interest if the Calculation Agent needs to make any such calculations and determinations.

Since the Bank and the Calculation Agent may be the same person, the Calculation Agent may have an economic interest adverse to those of Investors, including with respect to the Bank's hedging arrangements with respect to the Notes and with respect to certain determinations that the Calculation Agent must make including, without limitation, whether a Market Disruption Event or an Extraordinary Event has occurred and in making other determinations with respect to the Notes. The Bank and its affiliates may also deal in gold and instruments linked to gold and may act with respect to such business in the same manner as it would if the Notes did not exist, regardless of whether any such action might have an adverse effect on the Gold Spot Price and, thus, the Variable Return, if any, payable in respect of the Notes. The Bank and its affiliates may, from time to time, be in possession of information in relation to gold that may not be publicly available or known to Investors, and the Notes do not create an obligation on the part of the Bank or its affiliates to disclose to Investors such information (whether or not confidential).

## **Market Disruption Event**

If a Market Disruption Event occurs on a Valuation Date, the determination of the Gold Spot Price on such date (and, possibly, any subsequent payment of Variable Return, if any) may be delayed. Fluctuations in the Gold Spot Price may occur in the interim. If the Calculation Agent determines that a Market Disruption Event has occurred and is continuing on any date that but for that event would be a Valuation Date, then Variable Return, if any, will be calculated (and the applicable Gold Spot Price will be determined) on the basis that such Valuation Date will be postponed to the next Business Exchange Day on which there is no Market Disruption Event in effect. See “Description of the Notes — Special Circumstances — Market Disruption Event”.

## **Extraordinary Event**

If the Calculation Agent determines that an Extraordinary Event has occurred, the Bank may, at its option upon notice to the Investors to be given effective on the Extraordinary Event Notification Date, elect to accelerate the determination of the Variable Return, if any, on all outstanding Notes. If so, the Bank may, at its option, elect to pay the Variable Return, if any, prior to the Maturity Date or to defer such payment until the Maturity Date. In such circumstances, the Variable Return, if any, may be less than the Variable Return, if any, that would otherwise have been payable had the Extraordinary Event not occurred. However, in no event will the Principal Amount of a Note be paid prior to the Maturity Date. See “Description of the Notes — Special Circumstances — Extraordinary Event”.

## **Adjustments in Special Circumstances**

In certain circumstances the Calculation Agent may adjust any one or more of the Initial Price, the Final Price, the formula for calculating the Gold Spot Return, or another component or variable relevant to the determination of Variable Return to account equitably for those circumstances. See “Description of the Notes — Special Circumstances”.

## **Credit Risk**

Because the obligation to make payments to Investors is an obligation of the Bank, the likelihood that such Investors will receive the payments owing to them in connection with the Notes will be dependent upon the financial health and creditworthiness of the Bank.

## **Changes in Legislation**

There can be no assurance that income tax, securities and other laws will not be amended or changed in a manner which adversely affects Investors.

## **No Deposit Insurance**

The Notes will not constitute deposits that are insured under the *Canada Deposit Insurance Corporation Act* or any other deposit insurance regime. Therefore, an Investor will not be entitled to Canada Deposit Insurance Corporation protection.

## **Deferral of Payment**

Payment of Variable Return, if any, in respect of the Notes may be deferred to ensure compliance with Canadian laws governing interest rates.

## **Economic and Regulatory Issues**

Changes in economic conditions, including, for example, interest rates, inflation rates, industry conditions, competition, technological developments, political and diplomatic events and trends, war, tax laws and innumerable other factors, can affect substantially and adversely the Gold Spot Price. None of these conditions are within the control of the Bank.

The Notes are not subject to Canadian securities laws. Accordingly, Investors do not have the same rights of action with respect to the disclosure in this Information Statement that a prospectus would provide. No securities commission or similar authority has in any way passed upon the merits of investing in the Notes or the information contained in the Information Statement.

## DOCUMENTS INCORPORATED BY REFERENCE

**Information has been incorporated by reference in this Information Statement from documents filed by the Bank with securities commissions or similar authorities in Canada.** Copies of the documents incorporated by reference may be obtained on request without charge from the Executive Vice-President, General Counsel and Secretary, The Bank of Nova Scotia, Scotia Plaza, 44 King Street West, Toronto, Ontario M5H 1H1, telephone: (416) 866-3672.

The following documents are specifically incorporated by reference into, and form an integral part of, this Information Statement:

- (a) the Bank's Annual Information form dated December 19, 2006;
- (b) the Bank's consolidated financial statements as at and for the years ended October 31, 2006 and 2005 together with the auditors' report thereon, including management's discussion and analysis of financial conditions and results of operations as contained in the Bank's Annual Report for the year ended October 31, 2006;
- (c) the Bank's Management Proxy Circular accompanying its notice of meeting dated January 15, 2007; and
- (d) the Bank's consolidated financial statements as at and for the six month period ended April 30, 2007, including management's discussion and analysis of financial conditions and results of operations as contained in the Bank's 2007 Second Quarter Report to Shareholders.

**Any documents of the type referred to in the preceding paragraph and any unaudited interim financial statements for three, six or nine months financial periods, any information circulars; any material change reports (excluding confidential material change reports), news release containing financial information concerning the Bank for period following October 31, 2006 and any business acquisition reports for acquisitions completed after October 31, 2006 filed by the Bank with a securities regulatory authority in Canada after the date of this Information Statement and prior to the completion or withdrawal of this Offering, are deemed to be incorporated by reference in this Information Statement.**

**Any statement contained in a document incorporated or deemed to be incorporated by reference herein or contemplated in this Information Statement shall be deemed to be modified or superseded for purposes of this Information Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement will not be deemed an admission for any purpose that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Information Statement.**

## GLOSSARY

**“Bank”** means The Bank of Nova Scotia.

**“Bid Price”** has the meaning ascribed thereto under “Description of the Notes — Secondary Trading of Notes”.

**“Business Day”** means a day, other than a Saturday, Sunday or statutory holiday in Ontario, on which the Bank is open for domestic business in Toronto, Ontario.

**“Business Exchange Day”** means any day on which the Price Source publishes the Gold Spot Price and each Exchange is open for trading during its regular trading session, notwithstanding any such Exchange closing prior to its Scheduled Closing Time, that is also a Business Day.

**“Calculation Agent”** means Scotia Capital.

**“Calculation Date”** means the second Business Exchange Day prior to the Maturity Date, subject to the provisions put out under “Description of the Notes – Special Circumstances”.

**“DBRS”** means Dominion Bond Rating Service, Limited.

**“Early Trading Charge”** has the meaning ascribed thereto under “Description of the Notes — Early Trading Charge”.

**“Exchange”** means each exchange or quotation system on which futures or options contracts on gold are quoted or traded.

**“Extraordinary Event”** means any of the following events that occurs on or after the Issue Date and prior to the Maturity Date where the Calculation Agent, acting in its sole and absolute discretion, has determined to designate such event as an “Extraordinary Event”: (i) the Bank is unable to effectively acquire, establish, reestablish, substitute, maintain or unwind any hedge transaction in connection with the Offering of Notes or to realize, recover or remit the proceeds of any such hedging transaction; (ii) an increase in the cost of acquiring, establishing, re-establishing, substituting, maintaining, unwinding or disposing of any hedging transaction entered into connection with the Offering of Notes or in the cost of realizing, recovering or remitting the proceeds of any such hedging transaction; or (iii) as a result of any adoption of, or any change in, any law, order, regulation, decree or notice, or issuance of any directive or promulgation of, or any change in the interpretation, whether formal or informal, by any court, tribunal, regulatory authority or similar administrative or judicial body of any law, order, regulation, decree or notice, after such date or as a result of any other event it would become unlawful for the Bank to acquire, establish, re-establish, substitute, maintain or unwind any hedge transaction entered into in connection with the Offering of Notes.

**“Extraordinary Event Notification Date”** has the meaning ascribed thereto under “Description of the Notes — Special Circumstances — Extraordinary Event”.

**“Final Price”** means the Gold Spot Price on the Calculation Date, as determined by the Calculation Agent.

**“Gold Spot Price”** means the Spot Gold (London PM Fix) per troy ounce expressed in U.S. Dollars published by the Price Sources, subject to the provisions set out under “Description of the Notes – Special Circumstances”.

**“Gold Spot Return”** means the percentage change, which may be positive or negative, in the Gold Spot Price from the Issue Date to the Calculation Date.

**“Initial Price”** means the Gold Spot Price on the Issue Date as determined by the Calculation Agent, provided that, if the Issue Date is not a Business Exchange Day, then the Initial Price means the Gold Spot Price for the immediately following Business Exchange Day as determined by the Calculation Agent, and further subject to the provisions set out under “Description of the Notes – Special Circumstances”.

**“Investor”** means a holder of Notes.

**“Issue Date”** means July 31, 2007.

**“Market Disruption Event”** means any bona fide event, circumstance or cause (whether or not reasonably foreseeable) beyond the reasonable control of the Bank or any person that does not deal at arm’s length with the Bank which has or will have or would have a material adverse effect on the ability of equity or commodity dealers generally to place, maintain, unwind or modify hedges of positions in respect of such gold. A Market Disruption Event may include, without limitation, any of the following events: (i) any failure for trading to commence, or the permanent discontinuation of trading, or any suspension or limitation on trading of any futures or options contracts in respect of gold, or the occurrence of any event that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants (including the Bank) in general to (a) effect transactions in, or obtain market values for gold, or (b) effect transactions in, or obtain market values for, futures or options contracts in respect of gold; (ii) the failure of a Price Source to announce or publish the Gold Spot Price, or the temporary or permanent discontinuance or unavailability of a Price Source; (iii) the enactment, publication, decree or other promulgation of any statute, regulation, rule or order of any court or other governmental authority which would make it unlawful or impracticable for the Bank and/or the Calculation Agent to perform its obligations under the Notes or for dealers generally to place, maintain, unwind or modify hedges of positions in respect of gold; (iv) the taking of any action by any governmental, administrative, legislative or judicial authority or power of Canada or any other country, or any political subdivision thereof, which has, or may reasonably be expected to have, a material adverse effect on the financial markets of Canada or a country in which any Price Source is located; or (v) any outbreak or escalation of hostilities or other national or international calamity or crisis (including, without limitation, natural calamities) which has, or may reasonably be expected to have, a material adverse effect on the ability of the Bank or the Calculation Agent to perform its obligations under the Notes or of dealers generally to place, maintain, unwind or modify hedges of positions with respect to gold or a material and adverse effect on the economy of Canada or the trading of gold, or securities generally on any relevant market.

**“Maturity Date”** means January 30, 2009.

**“MDE Formula”** has the meaning ascribed under “Description of the Notes — Special Circumstances — Market Disruption Event”.

**“Moody’s”** means Moody’s Investors Service, Inc.

**“Net Proceeds”** means an amount equal to U.S. \$99.00 per Note.

**“Non-Resident Investor”** has the meaning ascribed under the heading “Certain Canadian Federal Income Tax Considerations.”

**“Notes”** means The Bank of Nova Scotia – U.S. Dollar Gold Linked Notes, Series 1 offered by this Information Statement.

**“Offering”** means the offering of the Notes pursuant to this Information Statement.

**“Participation Rate”** means 45%.

**“Price Source”** means the entity or source that calculates and publishes the Gold Spot Price on the Issue Date or any Successor Source designated by the Calculation Agent.

**“Principal Amount”** means U.S. \$100 per Note.

**“S&P”** means Standard and Poor’s Rating Service, a division of the McGraw-Hill Companies, Inc.

**“Scheduled Closing Time”** means, in respect of an Exchange, the scheduled weekday closing time of such Exchange without regard to after hours or any other trading outside of regular trading session hours.

**“Scotia Capital”** means, collectively, Scotia Capital Inc. and any of its affiliates and, where the context requires, “Scotia Capital” also refers to the global corporate and investment banking and capital markets products and services provided by the Bank and its affiliates.

**“Selling Agent”** means Scotia Capital Inc.

**“Valuation Date”** means the Issue Date and the Calculation Date, subject to the provisions set out under “Description of the Notes — Special Circumstances”.

**“Variable Return”** has the meaning ascribed thereto under “Summary — Variable Return”.



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