



The Bank of Nova Scotia
U.S. Dollar S&P 500® Absolute Return Notes
Series 1

S&P 500® ABSOLUTE RETURN

The S&P 500® Index

Index reflects the performance of the broad US economy and provides an indication of the pattern of common stock price movement.

Index is a capitalization-weighted index representing a diversified portfolio of US stocks.

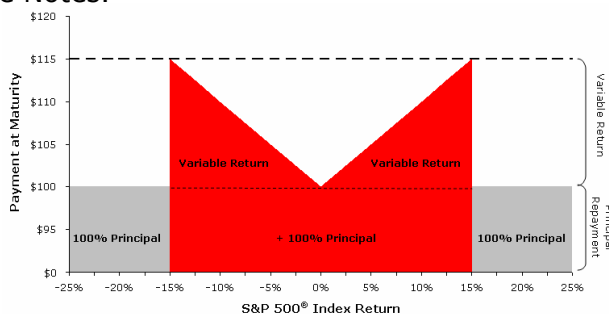
Index is comprised of 500 US companies selected by Standard & Poor's.

Index approximates the distribution of industry groupings found in the New York Stock Exchange.

66% of the Daily Rolling 1 year returns fall within the Index Range since 2000.³

The Bank of Nova Scotia - U.S. Dollar S&P 500® Absolute Return Notes, Series 1 are one year principal protected notes linked to the performance of the S&P 500® Index (price return) within a specified Index Range.

The Variable Return, if any, is based on the absolute value of the Index Return¹ provided that the Daily Closing Level of the Index remains within a specified range² at all times during the term of the Notes.



- **POTENTIAL FOR VARIABLE RETURN OF UP TO 15% IN EITHER A BULL OR BEAR MARKET**
- **100% PRINCIPAL GUARANTEED IF HELD TO MATURITY**

Linked to the S&P 500® Index (Price Return)

The Index tracks performance of a diversified portfolio of common shares listed on the New York Stock Exchange.

Variable Return linked to Absolute Value of the Index Return

Variable Return paid for either positive or negative performance of the Index, within the Index Range.

The Index Range allows a 15% increase or 15% decrease from the Daily Closing Level of the Index on the Issue Date of the Notes.

No Variable Return will be paid if, on any Business Exchange Day during the term of the Notes, the Daily Closing Level is outside the Index Range.

Secondary Market

The Notes will not be listed on any stock exchange. Scotia Capital Inc., intends to effect certain actions (as set out in the Information Statement) to initiate and maintain a secondary market for the Notes through FundSERV network, but reserves the right not to do so at any time without the notice to investors.

Principal Protected

100% of the Principal Amount will be repaid by The Bank of Nova Scotia, if held until maturity.

Early Trading Charge

An early trading charge of up to 2.50% of the Principal Amount of a Note sold to Scotia Capital Inc. will apply for the first 90 days following issuance.

ISSUER

The Bank of Nova Scotia

AVAILABLE

November 14, 2007 to
 December 13, 2007

MATURITY

December 22, 2008 (1 year term)

MINIMUM INVESTMENT

U.S. \$5,000 (50 Notes)

1. The Index Return is the absolute value of the percentage increase or decrease in the Daily Closing Level of the Index between the Issue Date and the second Business Exchange Day prior to Maturity

2. If the Daily Closing Level is not within the specified range on each Business Exchange Day throughout the term of the Notes, then the Variable Return will be zero

3. The historical performance of the Index is not indicative of the future performance of the Index or the Notes

For further information please contact your investment advisor



The Bank of Nova Scotia
U.S. Dollar S&P 500® Absolute Return Notes
Series 1

S&P 500® ABSOLUTE RETURN

IMPORTANT INFORMATION

The information above must be read in conjunction with the attached Information Statement. This document is a summary only of certain aspects of the Notes and you are urged to read the attached Information Statement in its entirety for complete information related to the Notes, including the risk factors. A hard copy of the Information Statement will be sent to all investors.

A prospective investor should decide to invest in the Notes only after carefully considering with his or her advisor as to whether the Notes are a suitable investment in light of the information set out in the Information Statement. None of the Bank including in its capacity as Calculation Agent, nor Scotia Capital Inc., including in its capacity as Selling Agent, makes any recommendation as to whether the Notes are a suitable investment for any person.

The Notes have certain investment characteristics that differ from conventional fixed income investments in that they do not provide holders with a return at the Maturity Date that is calculated by reference to a fixed or floating rate of interest that is determinable 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 in that the Notes could produce no return on the holder's original investment. Therefore, the Notes are not a suitable investment for a holder if the holder needs or expects certainty of yield. The Notes are designed for holders 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 Index within the parameters of the Index Range. Prospective purchasers should take into account additional risk factors associated with this Offering. **See "Risk Factors" in the attached Information Statement.**

If a holder sells Notes prior to the Maturity Date, the holder may have to do so at a discount from the Principal Amount and, as a result, the holder may suffer losses. In addition, an "Early Trading Charge" of up to 2.5% of the Principal Amount of a Note will apply if the holder sells a Note in the first 90 days following the Issue Date. The Notes are not redeemable by the holder. The Notes are generally not suitable for a holder who requires liquidity prior to the Maturity Date. A holder should consult his or her investment advisor concerning whether it would be more favourable to the holder in the circumstances at any time, to sell the Notes (assuming the availability of a secondary market) or to hold the Notes until the Maturity Date. A holder should also consult and rely on his or her tax advisor as to the income tax consequences arising from a sale prior the Maturity Date as compared to holding the Notes until the Maturity Date.

The Notes are issued by The Bank of Nova Scotia. **The Notes are not deposits insured under the Canada Deposit Insurance Act or under any other deposit insurance regime.** The price to be paid by each holder upon issuance of a Note has been determined by agreement between the Bank and Scotia Capital Inc. (the "Selling Agent"). The Selling Agent is a subsidiary of the Bank. As a result, the Bank is a related issuer of the Selling Agent under applicable Canadian securities legislation.

The Notes have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "1933 Act") or under any State securities laws and may not be offered or sold, directly or indirectly, in the United States, its territories or possessions to or for the account or benefit of US persons. The Notes may not be offered or sold to residents of any country or jurisdiction in Europe.

"S&P 500® Index", is a registered trademark of Standard & Poor's, which does not endorse, sponsor, recommend or promote the Notes and is not in any way responsible or liable therefore. The right to use the Index is held under license by The Bank of Nova Scotia and its affiliates. See "The Index" in the Information Statement. "Scotiabank", "Scotia Capital", and the flying "S" logo are registered trademarks of The Bank of Nova Scotia.



INFORMATION STATEMENT DATED NOVEMBER 14, 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 or 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 S&P 500[®] Absolute Return Notes, Series 1

PRINCIPAL PROTECTED

The Bank of Nova Scotia — U.S. Dollar S&P 500[®] Absolute Return Notes, Series 1 (the "Notes") are U.S. dollar denominated 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 price return version of the S&P 500[®] Index (the "Index"). The Notes will mature on December 22, 2008 (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 absolute value of the Index Return (as defined). The Index Return is equal to the percentage increase (or decrease) in the Daily Closing Level of the Index measured from the Issue Date to the second Business Exchange Day prior to the Maturity Date (the "Calculation Date"), provided that the Daily Closing Level of the Index remains within a specified range (the "Index Range") on each Business Exchange Day between the Issue Date and the Calculation Date. The Index Range for the Notes includes all Daily Closing Levels between plus 15% and minus 15% of the Initial Daily Closing Level.

The maximum amount of Variable Return payable per Note will be 15%, since the Index Range is between plus 15% and minus 15% of the Initial Daily Closing Level. If the Daily Closing Level of the Index, on any Business Exchange Day between the Issue Date and the Calculation Date falls outside the Index Range (i.e. if, on any Business Exchange Day, the Daily Closing Level of the Index exceeds plus 15% of the Initial Daily Closing Level or falls below minus 15% of the Initial Daily Closing Level), no Variable Return will be paid and Investors will only be repaid the Principal Amount of U.S.\$100 per Note at maturity. See "Risk Factors".

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".

PRICE: U.S. \$100 PER NOTE
Minimum Subscription: \$5,000 (50 Notes)
FundSERV Code: SSP 054

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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 Index. Investors should make any decision to invest in the Notes based only on their own views on the likely future performance of the Index within the parameters of the Index Range 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 Daily Closing Levels of the Index within the parameters of the Index Range. 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 Daily Closing Level of the Index may not change between the Issue Date and the Calculation Date or that the Daily Closing Level of the Index may fall outside the Index Range on any Business Exchange Day between the Issue Date and the Calculation Date, with the result that no Variable Return will be paid at maturity. Therefore, the Notes are not suitable investments for investors requiring or expecting certainty of yield. See “Risk Factors”.

ELIGIBILITY FOR INVESTMENT

In the opinion of McCarthy Tétrault LLP, counsel to the Bank, the Notes offered hereby would, if issued on the date of this Information Statement, be qualified investments under the Tax Act for trusts governed by registered retirement savings plans, registered retirement income funds, registered education savings plans, deferred profit sharing plans (other than a trust governed by a deferred profit sharing plan to which contributions are made by the Bank or by an employer with which the Bank does not deal at arm’s length within the meaning of the Tax Act) or, if the Tax Proposals are enacted as currently proposed, registered disability savings plans.

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.

Issue: The Bank of Nova Scotia — U.S. Dollar S&P 500[®] Absolute Return Notes, Series 1.

Issuer: The Bank of Nova Scotia.

Selling Agent: Scotia Capital Inc.

Principal Amount: The Notes will be sold in denominations of U.S. \$100 per Note (the “Principal Amount”).

Subscription Price:	<u>Price to an Investor⁽¹⁾</u>	<u>Selling Agent Fees</u>	<u>Proceeds to the Bank⁽²⁾</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.

Minimum Subscription: Minimum subscription of U.S. \$5,000 (50 Notes).

Issue Size: A maximum of U.S. \$50,000,000 Principal Amount of Notes may be issued by the Bank under the Offering. The maximum size of the Offering may be changed at any time, without notice, in the sole discretion of the Bank.

Issue Date: The Notes will be issued on or about December 20, 2007 (the actual date of issuance being the “Issue Date”).

Daily Closing Level: The official closing level of the Index made public on Bloomberg page ‘SPX Index’ on any day.

Initial Daily Closing Level: For purposes of determining the Variable Return, if any, the Initial Daily Closing Level of the Index will be its Daily Closing Level on the Issue Date, subject to deferral in the circumstances described under “Description of the Notes — Special Circumstances”.

Final Daily Closing Level: For purposes of determining the Variable Return, if any, the Final Daily Closing Level of the Index will be its Daily Closing Level on 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 December 22, 2008 resulting in a term to maturity of approximately 1 year.

The Index: The S&P 500[®] Index is a capitalization-weighted index and is intended to provide an indication of the pattern of common stock price movement for common shares trading on the New York Stock Exchange. The calculation of the value of the Index, discussed below in further detail, is based on the relative value of the aggregate market value of the common stocks of 500 companies as of a particular time compared to the aggregate average market value of the common stocks of 500 similar companies during the base period of the years 1941 through 1943. S&P chooses companies for inclusion in the Index with the aim of achieving a distribution by broad industry groupings that approximates the distribution of these groupings in the common stock population of the New York Stock Exchange, which

Standard & Poor's uses as an assumed model for the composition of the total market. See "The Index".

All references herein to the Index are solely for purposes of establishing the sources of and the mechanics for determining the Variable Return, if any. The Notes do not constitute a direct investment in any of the securities underlying the Index. 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 any security underlying of the Index.

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, if any, 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:

$$\text{Variable Return} = \text{Principal Amount} \times \text{Index Return}$$

Where:

Index Return = The absolute value of the percentage increase (or decrease) in the Daily Closing Level of the Index measured from the Issue Date to the Calculation Date provided that, if, on any Business Exchange Day between the Issue Date and the Calculation Date the Daily Closing Level of the Index falls outside the Index Range, no Variable Return will be paid.

Index Range = All Daily Closing Levels between plus 15% and minus 15% of the Initial Daily Closing Level.

Initial Daily Closing Level = The Daily Closing Level of the Index on the Issue Date.

For example, both an increase of 10% and a decrease of 10% in the Daily Closing Level of the Index between the Issue Date and the Calculation Date will, provided that the Daily Closing Level has not on any Business Exchange Day during the term of the Notes fallen outside the Index Range, result in Variable Return of U.S.\$10 per Note being payable on the Maturity Date.

The maximum amount of Variable Return payable per Note will be U.S.\$15 per Note, since the Index Range is between plus 15% and minus 15% of the Initial Daily Closing Level. If the Daily Closing Level of the Index, on any Business Exchange Day during the term of the Notes, falls outside the Index Range (i.e. if, on any Business Exchange Day, the Daily Closing Level of the Index is less than minus 15% of the Initial Daily Closing Level or more than plus 15% of the Initial Daily Closing Level) no Variable Return will be paid and Investors will only be repaid the Principal Amount at maturity. See "Risk Factors".

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 Daily Closing Level or the Final Daily Closing Level, as the case may be, of the Index. 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 the FundSERV network 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 within the first 90 days from the Issue Date, the Investor will receive sale proceeds equal to the Bid Price for the Note as determined by the Selling Agent minus any applicable Early Trading Charge. A sale of Notes originally purchased through a distributor on the FundSERV network will be subject to certain additional limitations and procedures established by the FundSERV network.** See “Description of the Notes — Secondary Trading of Notes”, “FundSERV” and “Risk Factors”.

Early Trading Charge: During the first 90 days following the issuance of the Notes, an Early Trading Charge will apply to any secondary market sale of a Note through the Selling Agent. 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 – 90 days	2.50%
Thereafter	Nil

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 whether an Early Trading Charge is payable and, if so, how much it will be.

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; No Deposit Insurance:

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.**

Since the first “anniversary day” (as defined for purposes of the Tax Act) of a Resident Investor in respect of a Note will occur in the same taxation year as the Maturity Date, the Variable Return will otherwise be required to be included in the income of the Resident Investor for the taxation year that includes the Maturity Date and, accordingly, will not be required to be accrued by such Resident Investor under the “prescribed debt obligation” rules of the Tax Act and Regulations. Where there is an early payment of the Variable Return as a result of an Extraordinary Event the full amount of such Variable Return payment will generally be required to be included in a Resident Investor’s income in the taxation year of such Resident Investor in which the Variable Return is calculable, except to the extent that the amount was otherwise included in the Resident Investor’s income for that or a preceding taxation year. The full amount of the Variable Return paid to a Resident Investor at the Maturity Date will generally be required to be included in a Resident Investor’s income in the taxation year of such Resident Investor that includes the Maturity Date, except to the extent that the amount was otherwise included in the Resident Investor’s income for that or a preceding taxation year. Although not free from doubt, a Resident

Investor who disposes of, or is deemed to dispose of, a Note (other than by virtue of repayment of the Note on the Maturity Date) should realize a capital gain (or capital loss) to the extent that the proceeds of disposition of the Note, less any costs of disposition, exceed (or are exceeded by) the Resident Investor's adjusted cost base of the Note. **Resident Investors who dispose of Notes prior to the Maturity Date should consult their tax advisors with respect to their particular circumstances.**

See "Certain Canadian Federal Income Tax Considerations".

Selling Expenses:

Selling expenses of US \$1.00 per Note will be paid out of the proceeds of this Offering to qualified selling 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 ownership of the Notes. **An Investor will not be able to redeem 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 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 Index, within the parameters of the Index Range.

The maximum amount of Variable Return payable per Note will be 15%, since the upper limit of the Index Range is plus 15% of the Initial Daily Closing Level and the lower limit of the Index Range is minus 15% of the Initial Daily Closing Level. If the Daily Closing Level of the Index, on any Business Exchange Day between the Issue Date and the Calculation Date, falls outside the Index Range (i.e. if, on any Business Exchange Day, the Daily Closing Level of the Index is less than minus 15% of the Initial Daily Closing Level or more than plus 15% of the Initial Daily Closing Level), no Variable Return will be paid and Investors will only be repaid the Principal Amount at maturity.

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 any security underlying the Index.

A prospective investor should decide to invest in the Notes only after carefully considering with his or her advisor as to 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 S&P 500[®] Absolute Return 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 issued by the Bank under the Offering. 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.

The Index

The S&P 500[®] Index is a capitalization-weighted index and is intended to provide an indication of the pattern of common stock price movement for common shares trading on the New York Stock Exchange. The calculation of the value of the Index, discussed below in further detail, is based on the relative value of the aggregate market value of the common stocks of 500 companies as of a particular time compared to the aggregate average market value of the common stocks of 500 similar companies during the base period of the years 1941 through 1943. S&P chooses companies for inclusion in the Index with the aim of achieving a distribution by broad industry groupings that approximates the distribution of these groupings in the common stock population of the New York Stock Exchange, which Standard & Poor's uses as an assumed model for the composition of the total market. See "The Index".

All references herein to the Index are solely for purposes of establishing the sources of and the mechanics for determining the Variable Return, if any. The Notes do not constitute a direct investment in any of the securities underlying the Index. 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 any security underlying the Index.

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 — 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 U.S. dollars, calculated as follows:

$$\text{Variable Return} = \text{Principal Amount} \times \text{Index Return}$$

Where:

Index Return	=	The absolute value of the percentage increase (or decrease) in the Daily Closing Level of the Index measured from the Issue Date to the Calculation Date provided that, if, on any Business Exchange Day between the Issue Date and the Calculation Date the Daily Closing Level of the Index falls outside the Index Range, no Variable Return will be paid.
Index Range	=	All Daily Closing Levels between plus 15% and minus 15% of the Initial Daily Closing Level.
Initial Daily Closing Level	=	The Daily Closing Level of the Index on the Issue Date.

The Index Return shall be equal to the absolute value of the percentage increase or decrease in the Daily Closing Level of the Index, measured from the Issue Date to the Calculation Date, provided that the Daily Closing Level of the Index does not exceed the Index Range on any Business Exchange Day between the Issue Date and the Calculation Date, calculated as follows:

$$\frac{\text{Final Daily Closing Level} - \text{Initial Daily Closing Level}}{\text{Initial Daily Closing Level}}$$

The Final Daily Closing Level of the Index is its Daily Closing Level on the Calculation Date, subject to the provisions set out under “Description of the Notes — Special Circumstances”. The Initial Daily Closing Level of the Index is its Daily Closing Level on the Issue Date, subject to the provisions set out under “Description of the Notes — Special Circumstances”.

If the Daily Closing Level remains within the Index Range on each Business Exchange Day from the Issue Date to the Calculation Date, the Investor will receive Variable Return at maturity equal to the absolute value of the percentage increase or decrease in the Daily Closing Level of the Index from the Issue Date to the Calculation Date. Accordingly, for example, both an increase of 10% and a decrease of 10% in the Daily Closing Level of the Index between the Issue Date and the Calculation Date will, provided that the Daily Closing Level has not fallen outside the Index Range on any Business Exchange Day between the Issue Date and the Calculation Date, result in Variable Return of \$10 per Note being payable on the Maturity Date.

The maximum amount of Variable Return payable per Note will be 15%, since the upper limit of the Index Range is plus 15% of the Initial Daily Closing Level and the lower limit is minus 15% of the Initial Daily Closing Level. If the Daily Closing Level of the Index, on any Business Exchange Day from the Issue Date to the Calculation Date, falls outside the Index Range (i.e. if, on any Business Exchange Day, the Daily Closing Level of the Index is more than plus 15% of the Initial Daily Closing Level or less than minus 15% of the Initial Daily Closing Level), no Variable Return will be paid and Investors will only be repaid the Principal Amount at maturity.

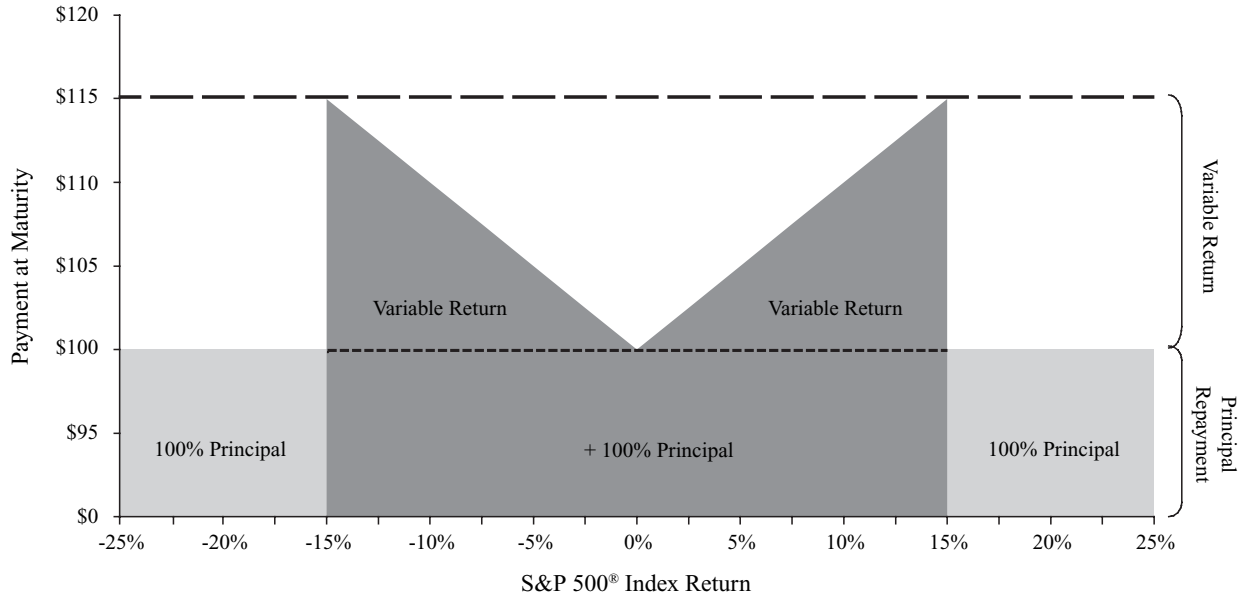
Variable Return, if any, will generally be paid by the Bank to the Investor only on the Maturity Date. However, the timing, manner of determining and payment of Variable Return may be affected by the occurrence of an Extraordinary Event or a Market Disruption Event and certain other events. See “Description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

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

The following table shows an example of the payment an Investor would receive at the Maturity Date for different values of Index Returns.

Payment at Maturity		
Index Return on Calculation Date	Daily Closing Level remains within the Index Range on each Business Exchange Day	
	YES	NO
- 25.00%	\$100.00	\$100.00
- 22.50%	\$100.00	\$100.00
- 20.00%	\$100.00	\$100.00
- 17.50%	\$100.00	\$100.00
- 15.00%	\$115.00	\$100.00
- 12.50%	\$112.50	\$100.00
- 10.00%	\$110.00	\$100.00
- 7.50%	\$107.50	\$100.00
- 5.00%	\$105.00	\$100.00
- 2.50%	\$102.50	\$100.00
0.00%	\$100.00	\$100.00
2.50%	\$102.50	\$100.00
5.00%	\$105.00	\$100.00
7.50%	\$107.50	\$100.00
10.00%	\$110.00	\$100.00
12.50%	\$112.50	\$100.00
15.00%	\$115.00	\$100.00
17.50%	\$100.00	\$100.00
20.00%	\$100.00	\$100.00
22.50%	\$100.00	\$100.00
25.00%	\$100.00	\$100.00

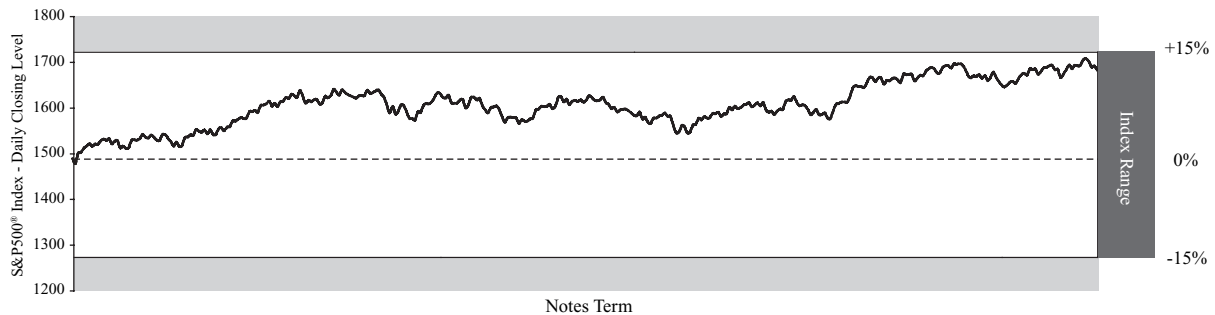
The following chart illustrates the payment at maturity, based on the performance of the Index.



Hypothetical Variable Return Examples

The following hypothetical examples are for illustrative purposes only. The Initial Daily Closing Levels and Final Daily Closing Levels of the Index used in the following hypothetical examples are not estimates or forecasts of the actual Daily Closing Levels of the Index or the actual performance of the Notes.

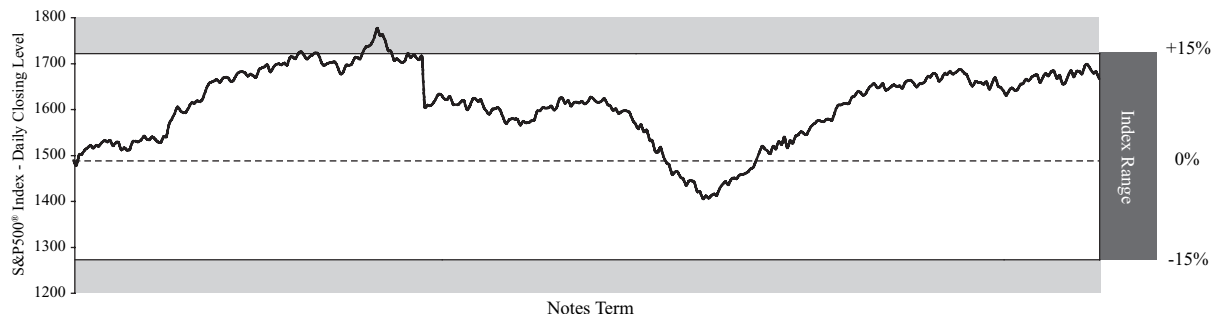
Example 1: The Daily Closing Level of the Index remains within the Index Range on each Business Exchange Day between the Issue Date and the Calculation Date.



Index	Initial Daily Closing Level	Final Daily Closing Level	Index Return
S&P 500®	1496.00	1680.08	12.30%
<p>Variable Return = \$100 × 12.30% = \$12.30</p> <p>Payment at Maturity = \$100 Principal Amount plus Variable Return of \$12.30 = \$112.30</p>			

In the above hypothetical example the Daily Closing Level of the Index remains within the Index Range on each Business Exchange Day between the Issue Date and the Calculation Date and the Index Return on the Calculation Date is 12.30%. The Variable Return would be \$12.30 (\$100.00 × 12.30%). Accordingly, Investors would receive \$112.30 per Note on the Maturity Date, consisting of the \$100 Principal Amount plus Variable Return of \$12.30.

Example 2: The Daily Closing Level of the Index falls outside the Index Range on any Business Exchange Day between the Issue Date and the Calculation Date.



Index	Initial Daily Closing Level	Final Daily Closing Level	Index Return
S&P 500®	1496.00	1680.08	12.30%
<p>Variable Return = \$100 × 0% = \$0</p> <p>Payment at Maturity = \$100 Principal Amount + 0% Variable Return = \$100</p>			

In the above hypothetical example because the Daily Closing Level of the Index falls outside of the Index Range on a **Business Exchange Day** during the term of the Notes, Investors would not receive any Variable Return and would only receive the Principal Amount of \$100 per Note on the Maturity Date.

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 the FundSERV network. 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 the FundSERV network.

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 Index; (b) the remaining term to maturity of the Notes; (c) changes in the Daily Closing Levels of the Index 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 Index.

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

Early Trading Charge

During the first 90 days following the issuance of the Notes, an Early Trading Charge will apply to any secondary market sale of a Note through the Selling Agent. 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>
0-90 days	2.50%
Thereafter	Nil

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 whether an Early Trading Charge is payable and, if so, how much it will be.

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 Index 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, and the valuation of the Index.

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 in respect of the Index 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 in respect of the Index on or after such eighth Business Day, the Calculation Agent may determine that:

- (i) such eighth Business Day shall be the Valuation Date; and
- (ii) the Daily Closing Level of the Index for such Valuation Date 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 Index 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 Index Return has been determined.

Adjustments Due to Material Changes

If, during the term of the Notes, the Index is: (i) not calculated and announced by the Price Source existing on the Issue Date but is subsequently calculated and announced by a Successor Source; or (ii) replaced by a successor index using, in the determination of Calculation Agent, the same or substantially similar formula for and method of calculation as used in the calculation of the Index, then the Index will be deemed to be the index so calculated and announced by the Successor Source or the successor index, as the case may be, and the Variable Return, if any, will be calculated by reference to the Daily Closing Level of that index in accordance with the formula previously set out herein.

If any of the following occurs in respect of the Index (each a “Material Index Change”):

- (i) on or prior to the Calculation Date, the Price Source announces that it will make a material change in the formula for or the method of calculating the Index or in any other way materially modifies the Index (other than a modification prescribed in that formula or method to maintain the Index in the event of routine events) or permanently cancels the Index and no successor index exists;
- (ii) the Bank determines that it has ceased to have full licensing rights to utilize the Index in connection with the Notes; or
- (iii) on the Calculation Date, the Price Source fails to calculate and announce the Daily Closing Level of the Index,

then the Calculation Agent may: (A) determine if such Material Index Change has a material effect on the Variable Return and, if so, shall calculate Variable Return using, in lieu of a published level for the Index, the level for the Index as at the Calculation Date as determined by the Calculation Agent in accordance with the formula for and method of calculation of the Index in effect prior to the change, failure or cancellation, but using only those securities that comprised the Index immediately prior to that Material Index Change; or (B) determine if another comparable index exists that: (1) is reasonably representative of the market which was represented by the Index; and (2) may be as efficiently and economically hedged by dealers in such market as the Index was. If the Calculation Agent determines that such other comparable index exists, then such comparable index (the “Replacement Index”) shall replace the Index as of the date of such determination. Upon any such replacement (a “Replacement Event”), the Replacement Index shall be deemed to be the Index for purposes of determining Variable Return, if any, and the Calculation Agent shall, as soon as practicable after such Replacement Event, make adjustments to any one or more of the Initial Price of the Replacement Index, the formula for calculating the Index Return, or any other component or variable relevant to the determination of Variable Return. Adjustments will be made in such a way as the Calculation Agent determines appropriate to account, in the calculation of Variable Return, for the performance of the Index up to the occurrence of such Replacement Event and the subsequent performance of the Replacement Index in replacement thereof thereafter. Upon any Replacement Event and the making of any such adjustment, the Calculation Agent shall promptly give notice and brief details to the Investors.

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 Final Price of the Index as of such date, subject to the following:

- (i) if a Market Disruption Event is then in effect in respect of the Index, the Daily Closing Level of the Index 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 depository 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 depository 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 depository or its nominee will be made to the depository 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 depository 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 depository. 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.

Status; No Deposit Insurance

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 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.**

Dealings in Index and Securities

The Bank may from time to time, in the course of its normal business operations, hold interests linked to the Index or any security underlying the Index. All such actions taken by it shall be taken based on normal commercial criteria. The Bank shall not take into account the effect, if any, of such actions on the value of the Index or any security underlying the Index or the amount of Variable Return, if any, that may be payable on the Notes.

For the avoidance of doubt, the Bank is not required to hold interests linked to the Index or any security underlying the Index, and is not required to acquire or maintain any hedge transaction related to the Index entered into in connection with the Offering of Notes.

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 Investors is at least two Investors 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 Investors present at the adjourned meeting will constitute a quorum. Each Investor is entitled to one vote per Note held by such Investor 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: (i) on the day recorded as the time of sending by the server or other electronic means, if provided by electronic means; (ii) on the day recorded as the time of sending by fax, if provided by fax; (iii) five days after the postmark date, if provided by mail, and (iv) when it is received, in any other case.

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 December 20, 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 Closing 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 on the FundSERV Inc. (“FundSERV”) network, which facilitates order flow. 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 the FundSERV network and to obtain further information on the FundSERV network procedures applicable to those Investors.

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

The FundSERV network 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. The FundSERV network 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, the FundSERV network is currently used in respect of other financial products that may be sold by financial planners, such as the Notes. The FundSERV network 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-Enabled 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 the FundSERV network (“FundSERV-enabled 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-enabled 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-enabled

Notes. An Investor should understand that Scotia Capital Inc. will make such recordings as instructed through the FundSERV network by the Investor's financial advisor.

Purchase Through a Distributor on the FundSERV Network

In order to complete the purchase of FundSERV-enabled 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-enabled Notes. If FundSERV-enabled Notes are not issued to the Investor for any reason, such funds will be returned forthwith to the Investor without interest of any kind.

Sale Through a Distributor on the FundSERV Network

An Investor wishing to sell FundSERV-enabled 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-enabled 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-enabled Notes by using the "redemption" procedures of the FundSERV network; any other sale or redemption is not possible. Accordingly, an Investor will not be able to negotiate a sales price for FundSERV-enabled 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 the FundSERV network. 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 the FundSERV network). 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-enabled 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 the FundSERV network 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 the FundSERV network would be utilized, the FundSERV-enabled 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-enabled 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-enabled Notes may be suspended for any reason without notice, thus effectively preventing Investors from selling their FundSERV-enabled Notes. Potential Investors requiring liquidity should carefully consider this possibility before purchasing FundSERV-enabled Notes.

Scotia Capital Inc. is the "fund sponsor" for the FundSERV-enabled Notes within the FundSERV network. It is required to post a "net asset value" for the FundSERV-enabled 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-enabled Notes should realize that such FundSERV-enabled 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-enabled 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 Index Return, the Variable Return, if any, as well as for making certain other determinations with regard to the Notes and the Index. 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 Index Return whether a Market Disruption Event or Extraordinary Event has occurred and in making certain other determinations with respect to the Notes.

THE INDEX

S&P 500® Index

General

The S&P 500® Index is a capitalization-weighted index and is intended to provide an indication of the pattern of common stock price movement for common shares trading on the New York Stock Exchange. The calculation of the value of the Index, discussed below in further detail, is based on the relative value of the aggregate market value of the common stocks of 500 companies as of a particular time compared to the aggregate average market value of the common stocks of 500 similar companies during the base period of the years 1941 through 1943. S&P chooses companies for inclusion in the Index with the aim of achieving a distribution by broad industry groupings that approximates the distribution of these groupings in the common stock population of the New York Stock Exchange, which Standard & Poor's uses as an assumed model for the composition of the total market. Relevant criteria employed by S&P include the viability of the particular company, the extent to which that company represents the industry group to which it is assigned, the extent to which the market price of that company's common stock is generally responsive to changes in the affairs of the respective industry and the market value and trading activity of the common stock of that company. Ten main groups of companies comprise the Index, with the number of companies included in each group expressed as a percentage of the Index as of November 1, 2007, indicated in parentheses: Financials (18.85%), Information Technology (17.16%), Health Care (11.77%), Energy (11.75%), Industrials (11.51%), Consumer Staples (9.63%), Consumer Discretionary (9.00%), Telecom Services (3.64%), Utilities (3.40%), and Materials (3.30%). Changes in the Index are reported daily on S&P website (<http://www.spglobal.com>) and in the financial pages of many major newspapers and on the Bloomberg Financial Service under the symbol "SPX". The Index does not reflect the payment of dividends on the stocks included in the Index.

In practice, the daily calculation of the Index is computed by dividing the total market value of the 500 companies in the Index by a number called the Index divisor. The divisor is an arbitrary number. However, it is the only link to the original base period value of the Index. The divisor keeps the Index comparable over time and is the manipulation point for all Index maintenance adjustments.

Maintaining the Index includes monitoring and completing the adjustments for company additions and deletions, share changes, stock splits, stock dividends, and stock price adjustments due to restructurings or spinoffs. Some corporate actions, such as stock splits and stock dividends, require simple changes in the common shares outstanding and the stock prices of the companies in the Index. Other corporate actions, such as share issuances, change the market value of the Index and require an index divisor adjustment to prevent the value of the Index from changing due to the corporate action.

Adjusting the index divisor for a change in market value leaves the value of the Index unaffected by the corporate action. This helps keep the value of the Index accurate as a barometer of stock market performance and ensures that the movement of the Index does not reflect the corporate actions of the companies in the Index. All divisor adjustments are made after the close of trading and after the calculation of the closing value of the Index. Any change in the Index divisor also affects the corresponding S&P major industry sector, economic sector, and individual industry group divisors.

Criteria for Additions

Market Value — The Index is a market-value weighted index. The companies chosen for the Index generally have the largest market value within their industry.

Industry Group Classification — Companies selected for the Index represent important industry segments within the US economy.

Capitalization — Ownership of a company's outstanding common shares is carefully analyzed in order to screen out closely-held companies.

Trading Activity — The trading volume of a company's stock is analyzed on a daily, monthly, and annual basis to ensure ample liquidity and efficient share pricing.

Fundamental Analysis — Both the financial and operating condition of a company are rigorously analyzed. The goal is to add companies to the Index that are relatively stable and will keep turnover in the Index low.

Emerging Industries — Companies in emerging industries and/or new industry groups — industry groups currently not represented in the Index are candidates for the Index as long as they meet the guidelines listed above.

Criteria for Removal

Merger, Acquisition, Leveraged Buyout — A company is removed from the Index as close as possible to the actual transaction date.

Bankruptcy — A company is removed from the Index immediately after Chapter 11 filing or as soon as an alternative recapitalisation plan that changes the company's debt/equity mix is approved by shareholders.

Restructuring — Each company's restructuring plan is analyzed in depth. The restructured company as well as any spinoffs are reviewed for inclusion or exclusion in the Index.

Lack of Representation — A company can be removed from the Index because it no longer meets current criteria for inclusion and/or is no longer representative of its industry group.

Historic Daily Closing Levels

The following table sets forth the daily Daily Closing Levels of the Index for the period January 3, 2000 to November 1, 2007. During that period, the lowest Daily Closing Level was 776.76 on October 9, 2002 and the highest Daily Closing Levels was 1,565.15 on October 9, 2007. **Historic Daily Closing Levels are not indicative of the future performance of the Index or the Notes.**

S&P 500 Index — Daily reference Price 01/03/00 — 11/01/07



Disclaimer

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S&P DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE INDEX OR ANY DATA INCLUDED THEREIN AND S&P SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. S&P MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY THE LICENSEE, OWNERS OF THE NOTES, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE INDEX OR ANY DATA INCLUDED THEREIN. S&P MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL S&P HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

While Standard & Poor’s currently employs a certain methodology to calculate the Index, no assurance can be given that Standard & Poor’s will not modify or change such methodology in a manner that may affect any amount which may be payable to the Investors. Standard & Poor’s is under no obligation to continue the calculation and dissemination of the Index. The Bank shall have no responsibility for the calculation and dissemination of either of the Index or any errors or omissions therein.

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 is an individual (other than a trust), purchases the Notes at the time of their issuance and for the purposes of 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 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 CRA published in writing prior to the date hereof and all specific proposals to amend the Tax Act and Regulations 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.

In general, amounts relevant to the computation of income under the Tax Act are reported in Canadian dollars. Any amount that is expressed or denominated in a currency other than Canadian dollars, including adjusted cost base and proceeds of disposition, must be converted into Canadian dollars generally using the exchange rate quoted by the Bank of Canada at noon on the date each such amount arises.

Canadian Resident Investors

This portion of the summary is applicable only to a Holder who, at all relevant times and for the purposes of the Tax Act, is a resident of Canada, and holds the Notes as capital property (a “Resident Investor”). The Notes

will generally be considered to be capital property to a Resident Investor unless: (i) the Resident Investor holds the Notes in the course of carrying on or otherwise as part of a business of trading or dealing in or buying and selling securities; or (ii) the Resident Investor acquired the Notes as an adventure or concern in the nature of trade. The determination of whether the Notes are held as capital property for purposes of the Tax Act should take into account, among other factors, whether the Notes are acquired with the intention or secondary intention of selling them prior to the Maturity Date. Certain Resident Investors whose Notes might not otherwise be considered to be capital property or who desire certainty with respect to the treatment of the Notes as capital property may be entitled to make an irrevocable election to have the Notes and all of the Resident Investor's other "Canadian securities" deemed to be capital property pursuant to subsection 39(4) of the Tax Act. This portion of the summary does not apply to a Resident Investor that is a corporation, partnership or trust.

Variable Return

A Note is a "prescribed debt obligation" within the meaning of the Tax Act. The rules in the Regulations applicable to a prescribed debt obligation generally require a taxpayer that is an individual to accrue an amount in respect of an "anniversary day" occurring in a taxation year, based on the maximum amount of interest, bonus or premium that could be payable on the obligation, except to the extent that the amount was otherwise included in income for that or a preceding year. For this purpose, the "anniversary day" of a debt obligation is the day that is one year after the day immediately preceding the date of issuance of the debt obligation, the day that occurs at every successive one-year interval from such date and the day on which the debt obligation is disposed of by such taxpayer. Since the first "anniversary day" of a Resident Investor in respect of a Note will occur in the same taxation year as the Maturity Date, the Variable Return will otherwise be required to be included in the income of the Resident Investor for the taxation year that includes the Maturity Date and, accordingly, will not be required to be accrued by such Resident Investor under the "prescribed debt obligation" rules (see below in respect of interest on the disposition of a Note to the Bank at the Maturity Date).

When in a particular taxation year, as a result of an Extraordinary Event, the Variable Return is determined and paid to a Resident Investor by the Bank prior to the Maturity Date, the full amount of such payment will generally be required to be included in the Resident Investor's income in the taxation year of the Resident Investor in which the Variable Return becomes calculable, except to the extent that the amount was otherwise included in the Resident Investor's income for that or a preceding year.

The Bank will file an information return with the CRA in respect of any amount required to be included in a Resident Investor's income as described above and will provide the Resident Investor with a copy of such return.

Disposition of Notes

On a disposition to the Bank of a Note at the Maturity Date, a Resident Investor will be required to include in income for the taxation year in which the disposition occurs, the amount, if any, of the Variable Return, except to the extent otherwise included in income in the taxation year or a preceding taxation year. The Bank will file an information return with the CRA in respect of any such amount to be included in a Resident Investor's income and will provide the Resident Investor with a copy of such return. The Resident Investor will realize a capital gain (or a capital loss) to the extent that the proceeds received from the Bank, less the Variable Return so included in income, exceed (or are less than) the aggregate of the Resident Investor's adjusted cost base of the Note and any reasonable costs of disposition.

In certain circumstances, where a Resident Investor assigns or otherwise transfers a debt obligation (other than as a consequence of a repayment at maturity), the amount of interest accrued on the debt obligation to that time, but unpaid, will be excluded from the proceeds of disposition of the obligation and will be required to be included as interest in computing the Resident Investor's income for the taxation year in which the transfer occurs, except to the extent that it has been otherwise included in income for that year or a preceding year. A Resident Investor may be required to include in income an amount in respect of the Variable Return that will be treated as accrued interest on an assignment or transfer of a Note prior to the Maturity Date, except to the extent that the amount was otherwise included in income for that or a preceding taxation year. Except as described above regarding a payment at the Maturity Date by the Bank, while the matter is not free from doubt,

an amount received by a Resident Investor on a disposition or deemed disposition of a Note should give rise to a capital gain (or capital loss) to the extent proceeds of disposition exceed (or are less than) the aggregate of the Resident Investor's adjusted cost base of the Note and any reasonable costs of disposition. **Resident Investors who dispose of Notes prior to the Maturity Date should consult their tax advisors with respect to their particular circumstances, including with respect to the treatment of accrued interest.**

One-half of a capital gain realized by a Resident Investor must be included in the income of the Resident Investor. One-half of a capital loss realized by a Resident Investor is deductible against the taxable portion of capital gains realized in the year, in the three preceding years or in subsequent years, subject to and in accordance with the rules in the Tax Act.

Capital gains realized by an individual may give rise to a liability for alternative minimum tax under the Tax Act.

Non-Resident Investors

The following portion of this summary is 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").

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

Generally, there are no other 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.

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 58,000 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 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 Index within the parameters of the Index Range. 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 a positive annual return.

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 Daily Closing Level of the Index changes (positively or negatively) within the Index Range between the Issue Date and the Calculation Date. Whether the Index Return will generate any Variable Return 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 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 performance of the Index should not be considered as an indication of the future performance of the Index or the Notes. No assurance can be given, and none is intended to be given, that any Variable Return will be payable 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 and Maximum Variable Return is U.S.\$15

It is uncertain as to how much Variable Return, if any, will be payable as Variable Return on the Notes is linked to the performance of the Index. There is a possibility that no Variable Return will be payable, with the result that an Investor may only receive the Principal Amount of \$100 per Note at maturity. An Investor will not receive any Variable Return on the Maturity Date unless the Daily Closing Level of the Index remains within the Index Range on each Business Exchange Day during the term of the Notes and the Final Daily Closing Level is not equal to the Initial Daily Closing Level. The maximum amount of Variable Return that may be payable at maturity is U.S.\$15 per Note.

Historical Performance of the Index is not an Indication of Future Performance

Variable Return, if any, will be determined on the basis of the performance of the Index within the parameters of the Index Range. The historical performance of the Index is not indicative of the future performance of the Index or the Notes, which is impossible to predict.

Risks Relating to the Index

It is impossible to predict whether the Daily Closing Level of the Index will increase or decrease over the term of the Notes. The Daily Closing Levels of the Index will be influenced by both complex and interrelated political, economic, financial and other factors that can affect the capital markets generally and by various circumstances that can influence the value of a particular security.

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 the FundSERV network. 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 Daily Closing Level of the Index; (b) the remaining term to maturity; (c) the change in Daily Closing Level of the Index 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 Index. If an Investor sells Notes prior to maturity, the Investor may have to do so at a discount from the Principal Amount regardless of the performance of the Index and, as a result, the Investor may suffer losses. An Investor who sells a Note prior to the Maturity Date may 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 Index. The Bank and its affiliates may also deal in interests linked to the Index and in any securities underlying the Index 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 Daily Closing Level of the Index on any Valuation Date 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 the Index or any security underlying the Index 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 in respect of the Index occurs on a Valuation Date, the determination of the Daily Closing Level for the Index on such date (and, possibly, any subsequent payment of Variable Return, if any) may be delayed. Fluctuations in the Daily Closing Level of the Index may occur in the interim. If the Calculation Agent determines that a Market Disruption Event in respect of the Index has occurred and is continuing on any date that but for that event would be a Valuation Date in respect of the Index, then Variable Return, if any, will be calculated (and the applicable Daily Closing Level 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 Daily Closing Level, the Final Daily Closing Level, the formula for calculating the Index 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.

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 Daily Closing Level of the Index. 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 nine month period ended July 31, 2007, including management's discussion and analysis of financial conditions and results of operations as contained in the Bank's 2007 Third 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 each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related 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 set out under “Description of the Notes — Special Circumstances”.

“**CDS**” means CDS Clearing and Depository Service Inc.

“**CRA**” means Canada Revenue Agency.

“**Daily Closing Level**” for the Index on a Pricing Day means, subject to the provisions set out under “Description of the Notes — Special Circumstances”, the official closing level for the Index as made public on Bloomberg page “SPX Index” on that Pricing Day.

“**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 any exchange or trading system on which securities underlying the Index are quoted or listed, from time to time.

“**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 Daily Closing Level**” means the Daily Closing Level of the Index on the Calculation Date, as determined by the Calculation Agent, subject to the provisions set out under “Description of the Notes — Special Circumstances”.

“**Holder**” has the meaning ascribed thereto under “Certain Canadian Federal Income Tax Considerations”.

“**Index**” means the price return version of the S&P 500® Index.

“**Index Range**” means all Daily Closing Levels that are between plus 15% and minus 15% of the Initial Daily Closing Level.

“Index Return” means the absolute value of the percentage increase (or decrease) in the Daily Closing Level of the Index measured from the Issue Date to the Calculation Date within the Index Range.

“Initial Daily Closing Level” means the Daily Closing Level of the Index on the Issue Date subject to the provisions set out under “Description of the Notes — Special Circumstances”.

“Investor” means a holder of Notes.

“Issue Date” means on or about December 20, 2007.

“Market Disruption Event” means, in respect of the Index, 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 dealers generally to place, maintain, unwind or modify hedges of positions in respect of the Index. 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 of any securities underlying the Index or futures or options contracts in respect of the Index on the applicable Exchange or Related Exchange, 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 any securities underlying the Index on the applicable Exchange or Related Exchange, or (b) effect transactions in, or obtain market values for, futures or options contracts in respect of any securities underlying the Index on the applicable Exchange or Related Exchange (collectively, an “Exchange Disruption”); (ii) the failure of a Price Source for the Index to announce or publish the Daily Closing Level for the Index (or the information necessary for determining the Daily Closing Level), or the temporary or permanent discontinuance or unavailability of the Price Source (collectively, a “Price Source Disruption”); (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 Issuer and/or the Calculation Agent to perform its obligations under the Notes or dealers generally to place, maintain, unwind or modify hedges of positions in respect of the Index; (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 applicable Exchange or Related Exchange 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 Issuer 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 the Index or any securities underlying the Index or a material and adverse effect on the economy of Canada or the trading of securities generally on any relevant Exchange or Related Exchange.

“Material Index Change” has the meaning ascribed thereto under “Description of the Notes — Special Circumstances — Market Disruption Event.”

“Maturity Date” means December 22, 2008.

“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 per Note.

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

“Notes” means The Bank of Nova Scotia — U.S. Dollar S&P 500® Absolute Return Notes, Series 1 offered by this Information Statement.

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

“Price Source” means in respect of the Index, the entity which publishes or reports (or such other origin of reference, including an Exchange) the Daily Closing Level (or the information necessary for determining the Daily Closing Level) for the Index.

“Pricing Day” means any day when a Daily Closing Level is determined for the Index.

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

“Regulations” has the meaning ascribed thereto under “Certain Canadian Federal Income Tax Considerations”.

“Related Exchange” means, in respect of the Index, any exchange or trading system on which futures or options on securities underlying the Index are listed from time to time.

“Replacement Event” has the meaning ascribed thereto under “Description of the Notes — Special Circumstances — Adjustments Due to Material Changes.”

“Replacement Index” means an index replacing the Index upon a Replacement Event.

“Resident Investor” has the meaning ascribed thereto under “Certain Canadian Federal Income Tax Considerations”.

“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 or a Related Exchange, the scheduled weekday closing time of such Exchange or Related Exchange without regard to after hours or any other trading outside of regular trading session hours.

“Scotia Capital” means, collectively, the Bank and any of its affiliates.

“Selling Agent” means Scotia Capital Inc.

“Successor Source” means, in respect of the Index, any entity or source that succeeds a Price Source in respect of the calculation and publication of the Daily Closing Level of the Index provided that such entity or source is acceptable to the Calculation Agent.

“Tax Act” means the *Income Tax Act* (Canada).

“Tax Proposals” has the meaning ascribed thereto under “Certain Canadian Federal Income Tax Considerations”.

“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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