

## AMENDED AND RESTATED INFORMATION STATEMENT DATED DECEMBER 7, 2007

*This Amended and Restated Information Statement (the "Information Statement") amends and restates and replaces the Information Statement dated November 1, 2007 in respect of the Notes in its entirety. 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 constitutes an offering of these Notes only in those jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell the Notes. No securities commission or similar authority in Canada has in any way passed upon the merits of the Notes offered hereunder and any representation to the contrary is an offence. The Notes offered under this Information Statement have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "1933 Act"), or any State securities laws and, subject to certain exceptions, may not be offered for sale, sold or delivered, directly or indirectly in the United States, its territories or possessions to or for the account or benefit of US persons within the meaning of Regulation S under the 1933 Act. In addition, the Notes may not be offered or sold to residents of any jurisdiction or country of Europe.*



### THE BANK OF NOVA SCOTIA diversiCAPITAL FOCUSED INCOME & GROWTH DEPOSIT NOTES (TOTAL RETURN), SERIES 1

**\$50,000,000 Maximum  
PRINCIPAL PROTECTED**

The Bank of Nova Scotia — diversiCAPITAL Focused Income & Growth Deposit Notes (Total Return), Series 1, (the "Notes") issued by The Bank of Nova Scotia (the "Bank") will mature on or about May 21, 2014 (the "Maturity Date"). The Notes have been developed to provide holders of Notes ("Investors") who hold the Notes to the Maturity Date with principal protected notes that provide exposure to the Distributions (as defined herein) and capital appreciation of a basket of notional common shares and income trust units (collectively, the "Shares") of 14 issuers (the "Companies").

**The Companies initially are:**

- AGF Management Limited
- Bank of Montreal
- Canadian Imperial Bank of Commerce
- CI Financial Income Fund
- Enbridge Inc.
- Great-West Lifeco Inc.
- Inter Pipeline Fund
- Manitoba Telecom Services Inc.
- Manulife Financial Corporation
- RioCan Real Estate Investment Trust
- Royal Bank of Canada
- Sun Life Financial Inc.
- TransCanada Corporation
- Yellow Pages Income Fund

The return on the Notes is linked to a notional portfolio (the "Portfolio") consisting of notional Shares and notional 0.50% coupon bonds ("Bonds") of the Bank and a notional loan facility (the "Loan"). It is anticipated that 100% of the Portfolio will be initially allocated to notional Shares within 8 Business Days of the closing of the Offering. See "Description of the Notes" and "Risk Factors".

**For the avoidance of doubt, the Portfolio is notional only and all actions taken with respect thereto including, without limitation, all holdings, purchases and sales of Shares and/or Bonds, receipts and reinvestments of Distributions and drawdowns and repayments of any Loans are notional actions only. All references contained in this Information Statement to any such actions or events are to be construed as notional actions and events only. Since the Portfolio is strictly notional and each of the Equity Account and the Bond Account (as each such term is defined below) and the Loan are book-keeping entries only, at no time will the Portfolio actually hold or own Shares or Bonds and Investors will not have any rights to acquire, or any direct or indirect ownership of or entitlement to, Shares, Bonds or assets reflected in the Portfolio. Investors will not, by virtue of holding Notes, be entitled to the rights or benefits of a securityholder of any Company. See "Description of the Notes" and "Risk Factors".**

At the Maturity Date, each Investor will receive an amount per Note equal to: (i) the amount deposited of \$100 (the "Principal Amount"); and (ii) the variable return, if any (the "Variable Return"), calculated as set forth herein. The Variable Return, if any, will be based on the return on the Portfolio after the payment of certain fees and expenses. See "Fees and Expenses Associated with the Notes".

**All Distributions, if any, made by the Companies on Shares notionally held in the Portfolio as of the record date for any such Distribution will be notionally reinvested in the Shares on the payment date for such Distribution, pro rata in accordance with their respective market values in the Equity Account at the payment date, based on then current market bid/offer prices and will not be distributed to Investors during the term of the Notes. There is no guarantee that any Company will make any Distributions, in which case the reinvestment could be zero. Investors will not receive Variable Return, if any, prior to maturity. See "Description of the Notes — Variable Return — Reinvestment" and "Risk Factors".**

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**PRICE: \$100 PER NOTE**  
**Minimum Subscription: \$5,000 (50 Notes)**  
**FundSERV Code: SSP 121**

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**A prospective investor should decide to invest in the Notes only after carefully considering with his or her advisor whether the Notes are a suitable investment in light of the particular circumstances of the prospective investor and the information set out in this Information Statement. Neither the Bank, Scotia Capital Inc., the Sub-Agent nor any of their respective affiliates makes any recommendation as to whether the Notes are a suitable investment for any person.**

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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, the Sub-Agent nor their respective affiliates makes any representation as to the future performance of any of the Shares or the Bonds. Investors should make any decision to invest in the Notes based only on their own views on the likely future performance of the Portfolio without reliance on the Bank, the Selling Agent, the Sub-Agent or any of their respective affiliates and with the knowledge that the views of the Bank, the Selling Agent, the Sub-Agent and their respective affiliates and the views of other market professionals may be different than theirs.*

In this Information Statement, "\$" refers to Canadian 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 Shares. The return on the Notes, if any, is uncertain in that an investor may not receive anything more at the Maturity Date than the Principal Amount. **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 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 or floating yield. In addition, it is possible that the Shares will not have appreciated in value by the Maturity Date and therefore the Notes could produce no return at the Maturity Date. 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 Act for trusts governed by registered retirement savings plans, registered retirement income funds, registered education savings plans or 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 Act).

## AMENDMENT AND RESTATEMENT

**THIS AMENDED AND RESTATED INFORMATION STATEMENT AMENDS AND RESTATES AND REPLACES THE INFORMATION STATEMENT DATED NOVEMBER 1, 2007 (THE “ORIGINAL INFORMATION STATEMENT”) IN RESPECT OF THE NOTES IN ITS ENTIRETY. THE ONLY AMENDMENT TO THE ORIGINAL INFORMATION STATEMENT IS THAT THE “ISSUE DATE” IS NOW ON OR ABOUT JANUARY 25, 2008 RATHER THAN DECEMBER 21, 2007. IN ALL OTHER RESPECTS THIS AMENDED AND RESTATED INFORMATION STATEMENT IS IDENTICAL TO THE ORIGINAL INFORMATION STATEMENT.**

## 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 the Glossary for defined terms.*

**Issue:** The Bank of Nova Scotia — diversiCAPITAL Focused Income & Growth Deposit Notes (Total Return), Series 1.

**Issuer:** The Bank of Nova Scotia.

**Selling Agent:** Scotia Capital Inc.

**Sub-Agent:** diversiCAPITAL.

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

<b>Subscription Price:</b>	<u>Price to an Investor<sup>(1)</sup></u>	<u>Selling Agent Fees</u>	<u>Proceeds to the Bank<sup>(2)</sup></u>
	\$100 per Note	\$4.50	\$95.50

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

(2) The net proceeds (“Net Proceeds”) are before deduction of expenses of issue, which will be paid by the Bank out of its general funds.

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

**Issue Size:** Concurrently with this Offering, the Bank is also offering The Bank of Nova Scotia — diversiCAPITAL Focused Income & Growth Deposit Notes (Return of Capital), Series 1 (collectively, with the Notes, the “BNS diversiCAPITAL Notes”). A maximum of \$50,000,000 par amount of BNS diversiCAPITAL Notes will be issued by the Bank. This maximum size may be changed at any time, without notice, in the sole discretion of the Bank.

**Interest on Subscription Proceeds:** Subscription proceeds submitted by Investors in advance of the Issue Date will be held in an account by the Selling Agent and will bear interest at an annual rate equal to 2.00%. To the extent that the interest accrued on any Investor’s subscription proceeds from the date of deposit to the Issue Date equals or exceeds \$100 or integral multiples thereof, such Investor will receive Notes in an equivalent Principal Amount rounded down to the nearest integral multiple of \$100. Investors have no entitlement to, and will not receive, any cash payment of interest under any circumstances, except where an Investor rescinds or has its purchase order rejected, in entirety, in which case the Investor will receive cash equal to the interest earned rounded down to the nearest integral multiple of \$100. No fractional Notes will be issued.

**Issue Date:** The Notes will be issued on or about January 25, 2008 (the actual date of issuance being the “Issue Date”).

**Maturity Date/Term:** The Notes will mature on May 21, 2014 resulting in a term to maturity of approximately 6.5 years. The Notes are not redeemable or retractable prior to maturity, but they may be resold in any available secondary market. See “Description of the Notes — Secondary Trading”.

**Offering:** This Offering has been developed to provide investors with the opportunity to purchase principal protected notes that provide up to 200% of exposure to the Shares. The link between the Notes and the Distributions and capital

appreciation on the Shares of the Companies will be based on an initial investment of the Net Proceeds of the Offering (\$95.50 per Note) plus \$4.50 per Note of Loan drawdown in the Portfolio. Periodically following the Issue Date, the Portfolio will be re-allocated among the Shares, Bonds and the Loan in accordance with the Asset Allocation Calculation.

**Companies and Shares:**

The return on the Notes will provide exposure to the performance of the Shares of the Companies. The Companies that will initially comprise the Equity Account and the current Toronto Stock Exchange trading symbols of the Shares are as follows:

<u>Company</u>	<u>Trading Symbol<sup>(1)</sup></u>
AGF Management Limited . . . . .	AGF/B
Bank of Montreal . . . . .	BMO
Canadian Imperial Bank of Commerce . . . . .	CM
CI Financial Income Fund . . . . .	CIX-U
Enbridge Inc. . . . .	ENB
Great-West Lifeco Inc. . . . .	GWO
Inter Pipeline Fund . . . . .	IPL-U
Manitoba Telecom Services Inc. . . . .	MBT
Manulife Financial Corporation . . . . .	MFC
RioCan Real Estate Investment Trust . . . . .	REI-U
Royal Bank of Canada . . . . .	RY
Sun Life Financial Inc. . . . .	SLF
TransCanada Corporation . . . . .	TRP
Yellow Pages Income Fund . . . . .	YLO-U

(1) All Shares at inception will trade on the TSX.

Brief descriptions of the Companies and information concerning historical trading prices of the Shares are set out under “The Shares and the Companies” in this Information Statement. Investors may obtain more detailed information about each of the Companies at [www.sedar.com](http://www.sedar.com) or through their advisor.

Upon the occurrence of certain events, the Shares of a Company may be substituted in the Equity Account with different notional shares or notional income trust units. See “Description of the Notes — Special Circumstances”.

Although the Equity Account, as of the Issue Date, will be equally dollar-weighted as among the Shares of each Company, changes in market values of the Shares from and after the Issue Date coupled with the Share Trading Formula may result in the Equity Account having a higher weighting or concentration to the Shares of one or more Companies over time, which would reduce the diversification of the Equity Account.

**The Portfolio:**

The Portfolio will consist of two book-entry accounts, being the Equity Account and the Bond Account, and the Loan. The Equity Account will hold Shares of the Companies. It is anticipated that the Calculation Agent will initially allocate the entire Net Proceeds of \$95.50 per Note plus \$4.50 per Note of Loan drawdown to the purchase of Shares for the Equity Account on the basis that an approximately equal portion of such amount will be allocated to acquire Shares of each Company at the then current market price determined by the Calculation Agent within eight Business Days of the Issue Date. Thereafter, the Portfolio may be re-allocated and Shares may be

sold or purchased upon the occurrence of certain events in accordance with the Asset Allocation Calculation. Following the initial purchase of Shares for the Equity Account, all subsequent purchases and sales of Shares upon the occurrence of an Asset Allocation Event and the reinvestment of Distributions, if any, will be made pro rata in accordance with the respective percentages of the then Canadian dollar market value of the Equity Account represented by the Shares of each Company, based on then prevailing market prices determined by the Calculation Agent at any point in time during the relevant day (the “Share Trading Formula”). **For the avoidance of doubt, the Portfolio is notional only and all actions taken with respect thereto including, without limitation, all holdings, purchases and sales of Shares and/or Bonds, receipts and reinvestments of Distributions and drawdowns and repayments of any Loans are notional actions only. All references contained in this Information Statement to any such actions or events are to be construed as notional actions and events only. Since the Portfolio is strictly notional and each of the Equity Account and the Bond Account and the Loan are book-keeping entries only, at no time will the Portfolio actually hold or own Shares or Bonds and Investors will not have any rights to acquire, or any direct or indirect ownership of or entitlement to, Shares, Bonds or assets reflected in the Portfolio. Investors will not, by virtue of holding Notes, be entitled to the rights or benefits of a securityholder of any Company. See “Description of the Notes” and “Risk Factors”.**

**The Equity Account:**

The Equity Account will notionally hold Shares and may be margined through the Loan. If the market value of the Shares in the Equity Account increases or if the price for the Bonds in the Bond Account falls beyond certain thresholds, a Leveraging Event (as defined herein) will occur and additional Shares will be purchased in accordance with the Share Trading Formula using proceeds from the sale of Bonds and/or a drawdown of the Loan (subject to a maximum of \$104.50 per Note). In contrast, if the market value of the Shares in the Equity Account declines or the price for the Bonds in the Bond Account rises beyond certain thresholds, a De-Leveraging Event (as defined herein) will occur and Shares will be sold in accordance with the Share Trading Formula to repay any outstanding Loan and, if applicable, to purchase Bonds. Leveraging and De-leveraging Events may be delayed by the occurrence of a Market Disruption Event.

All Distributions, if any, made by any Company on Shares held in the Portfolio as of the record date for any such Distribution will be reinvested in the Equity Account on the payment date for any such Distribution in accordance with the Share Trading Formula. Based on closing prices as of October 24, 2007 and most recent dividends and distributions, the Shares currently have an average current indicative distribution rate of 4.60%. **This indicative distribution rate should not be relied on as being, as is not intended to be, predictive of Distributions, if any, that may be paid on the Shares in the future.** There is no guarantee that any of the Companies will make any Distributions on the Shares during the term of the Notes, in which case the reinvestment in the Equity Account could be zero. Furthermore, there is no assurance that the average current indicative distribution rate will be maintained. See “Description of the Notes — Variable Return — Reinvestment” and “Risk Factors”.

From time to time, nominal amounts of cash may be held in the Equity Account beginning on the Issue Date as a result of cash Distributions and

proceeds received from the sale of Shares during the term of the Notes. Such amounts will be periodically reinvested in Shares in accordance with the Share Trading Formula. See “Description of the Notes — The Portfolio”.

**The Loan:**

The Equity Account will be margined through a Loan. The amount of the Loan that may be outstanding from time to time will depend on the value of the Shares, interest rates, interest and other fees payable and may increase or decrease upon the occurrence of an Allocation Event. The Asset Allocation Calculation sets the maximum limit of the outstanding Loan at \$104.50 per Note. Notional interest on the Loan will be at a rate equal to the one-month Bankers’ Acceptance Rate plus 0.25% (4.94286% as of October 31, 2007) per annum accrued daily and paid monthly at the then prevailing rate. Shares may be notionally sold from the Equity Account in accordance with the Share Trading Formula to pay the notional interest on the Loan.

**The Bond Account:**

The Bond Account will consist of 0.50% coupon Bonds. The Bonds are notional obligations of the Bank that accrue interest daily and pay interest monthly. Bonds may be purchased or sold in accordance with the Asset Allocation Calculation. It is anticipated that no Bonds will be purchased on the Issue Date. Bonds will be purchased when a Protection Event (as defined herein) occurs and will be purchased when a De-Leveraging Event occurs only if any proceeds remain after the notional repayment of the applicable Loan. To the extent that Bonds are notionally held in the Portfolio, some or all of such Bonds will be sold when a Leveraging Event occurs.

Bonds will be purchased and sold at yields equal to the prevailing Canadian dollar inter-bank swap rate as reasonably determined by the Calculation Agent using the bid price for purchases and offer price for sales for a term equivalent to the remaining term of the Notes.

**Asset Allocation Calculation:**

The Asset Allocation Calculation will dictate the allocation of the Portfolio, from time to time, between Shares and Bonds and will dictate the amount, if any, of the outstanding Loan. The Calculation Agent will be responsible for applying the Asset Allocation Calculation, including facilitating any notional transactions in Shares or Bonds and any notional drawdown or repayment of the Loan. The Asset Allocation Calculation is based on the following concepts:

- “Distance” = 
$$\frac{\text{NAV} - \text{Floor}}{\text{EAV}}$$
- “NAV” means: (i) the Equity Account Value and the value of the Bond Account; minus (ii) the principal amount of the Loan outstanding at that time; minus (iii) the accrued and unpaid Program Fees and Loan interest; divided by (iv) the number of Notes outstanding.
- “Floor” means, at any time, the estimated offer price at that time for a 0.50% coupon Bond with a face amount equal to the Principal Amount and a maturity date of May 21, 2014 determined by the Calculation Agent.
- “Equity Account Value” or “EAV” means, at any time, the aggregate of: (i) the amount that could be realized at that time by notionally selling all Shares in the Equity Account at then prevailing market prices determined by the Calculation Agent less any related selling fees or commissions; and (ii) any cash in the Equity Account at that time, expressed as an amount per Note.

An Allocation Event (as defined) will occur if, at any time on a Business Day: (i) the Distance falls below 13% (a “De-Leveraging Event”); (ii) the Distance rises above 21% (a “Leveraging Event”); or (iii) the NAV falls to \$1.50 or less above the Floor per Note (a “Protection Event”).

Upon the occurrence of certain events that may be triggered by changes in the Distance which, in turn, is triggered by changes in the NAV, the Floor and/or the EAV (each, an “Allocation Event”), the Portfolio will be notionally re-balanced by re-allocating the assets of the Portfolio between notional Shares and Bonds and drawing down or repaying the Loan. The Calculation Agent will be required to monitor the Distance on each Business Day. Allocation Events that would otherwise have occurred on a particular date may be delayed in the circumstances described under “Description of the Notes — Special Circumstances — Market Disruption Event”.

Within 8 Business Days of the Issue Date, Shares of the Companies will be notionally purchased using the Net Proceeds of \$95.50 per Note and \$4.50 per Note of Loan drawdown. An approximately equal portion of such Net Proceeds and Loan drawdown will be applied to purchase Shares of each Company at the then prevailing market prices determined by the Calculation Agent. Thereafter, and subject to the occurrence of events described under “Description of the Notes — Special Circumstances”, the Portfolio will be rebalanced based on certain events as determined by the Distance.

Upon the occurrence of a Leveraging Event, any Bonds held in the Bond Account will be sold and, thereafter the amount of the Loan will be notionally drawn down (to a maximum of \$104.50 per Note) and any proceeds thereof applied to purchase more notional Shares for the Equity Account in accordance with the Share Trading Formula.

Upon the occurrence of a De-Leveraging Event, Shares in the Equity Account will be sold in accordance with the Share Trading Formula. The proceeds thereof will be applied to first reduce any Loan outstanding and pay accrued and unpaid interest, and second, to purchase Bonds for the Bond Account, if any proceeds remain.

In either case, purchases and sales are made to return the Distance to approximately 17%, which is the mid-point of the range.

Upon the occurrence of a Protection Event, all Shares in the Equity Account will be sold at then prevailing market prices at any point in time during the relevant day determined by the Calculation Agent and the proceeds thereof applied first to repay any Loan outstanding, to pay any accrued and unpaid Loan interest and any accrued and unpaid Program Fees, and second, to purchase Bonds. Following the occurrence of a Protection Event, no further Shares will be purchased for the Equity Account (regardless of the subsequent occurrence of any Leveraging Event) with the result that, thereafter until the Maturity Date, the Portfolio will consist only of Bonds. If a Protection Event occurs, the possibility of the Investor receiving more than the Principal Amount of \$100 per Note on the Maturity Date is significantly reduced. In this case, Investors may only have the Principal Amount of their Notes returned to them on the Maturity Date.

See “Description of the Notes — Asset Allocation and the Asset Allocation Calculation”.

**Market Disruption Event:**

If a Market Disruption Event (as defined herein) occurs, the Calculation Agent may delay application of the Asset Allocation Calculation and, accordingly, the determination of whether a Leveraging Event, De-Leveraging Event or a Protection Event has occurred. If a Market Disruption Event continues for a period of 8 consecutive Business Days then, notwithstanding the continuation of the Market Disruption Event thereafter, the Calculation Agent may, in its discretion, elect to determine whether a Leveraging Event, De-Leveraging Event or a Protection Event has occurred substituting its own discretion with respect to market values of the affected notional Shares and may, in its sole discretion make all necessary determinations and adjustments to the Portfolio without any liability on the part of the Calculation Agent. Alternatively, in such event, the Bank may elect to designate such event as an Extraordinary Event, with the consequences described under “Description of the Notes — Special Circumstances — Extraordinary Event”. The occurrence of a Market Disruption Event may delay determination and payment of the Variable Return, if any. See “Description of the Notes — Special Circumstances — Market Disruption Event”.

**Extraordinary Event:**

If an Extraordinary Event (as defined herein) occurs, the Calculation Agent may determine that the Portfolio will not include any Shares and will only consist of the Bond Account. If so, no Variable Return may be paid, even though the Shares which have been notionally sold may earn a positive return following the occurrence of the Extraordinary Event. If an Extraordinary Event occurs, Investors will receive the Principal Amount per Note no earlier than the Maturity Date. The liquidated proceeds of the Equity Account less payment of the Loan, if any, up to the occurrence of the Extraordinary Event will be invested in the Bond Account. If an Extraordinary Event occurs, the possibility of receiving more than the Principal Amount of \$100 per Note at the Maturity Date is significantly reduced. In this case, Investors may only have the Principal Amount of their Notes returned to them on the Maturity Date. See “Description of the Notes — Special Circumstances — Extraordinary Event”.

**Amounts Payable at the Maturity Date:**

The amount payable to an Investor in respect of a Note on the Maturity Date will be equal to the sum of: (i) the Principal Amount; plus (ii) the Variable Return, if any. See “Description of the Notes — Maturity and Principal Repayment”.

**Variable Return Calculation:**

The Variable Return, if any, on a Note is linked to the performance of the Portfolio. The Variable Return, if any, per Note will be payable only on the Maturity Date, subject to deferral in the circumstances described herein. The Variable Return will be the amount, if any, by which the  $NAV_{FINAL}$  (as defined herein) exceeds the Principal Amount. The Variable Return is calculated as follows:

$$\text{Variable Return} = \text{Principal Amount} \times \text{Portfolio Performance}$$

Where:

- $\text{Portfolio Performance} = \frac{NAV_{FINAL} - 100}{100}$

- “NAV<sub>FINAL</sub>” means, at any time (expressed pro rata per Note), the notional proceeds from the liquidation of the Equity Account plus the maturity value of the Bond Account as calculated by the Calculation Agent, minus repayment of the Loan and any accrued and unpaid Loan interest and Program Fees.

Portfolio Performance will be expressed as a percentage rounded to two decimal places. No Variable Return will be paid unless the NAV<sub>FINAL</sub> exceeds \$100. **For any Variable Return to be paid to Investors, the performance of the Portfolio must exceed all fees and expenses. See “Risk Factors”.**

**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. 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 through the FundSERV network for the Notes (the “Bid Price”). 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 three years 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 procedures and limitations established by FundSERV.** See “Description of the Notes — Secondary Trading of Notes”, “FundSERV” and “Risk Factors”.

While the Selling Agent will use reasonable efforts, the Selling Agent is under no obligation to facilitate or arrange for such a secondary market, and such secondary market, when commenced, may be suspended at any time at the sole discretion of the Selling Agent, without notice. If there is no secondary market, an Investor will not be able to sell its Notes. The Notes are intended to be instruments held to the Maturity Date. **If an Investor sells Notes prior to the Maturity Date, the Investor may have to do so at a discount from the Principal Amount even if the performance of the Portfolio has been positive and, as a result, the Investor may suffer losses.** See “Description of the Notes — Secondary Trading” and “Certain Canadian Federal Income Tax Considerations”.

**Early Trading Charge:**

If an Investor sells a Note within the first three years from the Issue Date, the proceeds from the sale of the Note will be reduced by the Early Trading Charge. The Early Trading Charge is 5.75% of the Principal Amount of any Note sold in the first year following the Issue Date, 3.75% of the Principal Amount of any Note sold in the second year following the Issue Date and 1.75% of the Principal Amount of any Note sold in the third year following the Issue Date. After the end of the third year following the Issue Date, the Early Trading Charge will cease to apply. See “Description of the Notes — Early Trading Charge”.

**Rank; No Deposit Insurance:**

The Notes will rank equally with all other deposit liabilities of the Bank. **The Notes will not be deposits insured under the *Canada Deposit Insurance Corporation Act* or under any other deposit insurance regime designed to ensure the payment of all or a portion of a deposit upon the insolvency of the**

**deposit taking financial institution.** See “Description of the Notes — Rank; No Deposit Insurance”.

**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 Dominion Bond Rating Service Limited, AA – by Standard & Poor’s, a division of The McGraw-Hill Companies, Inc. and Aa3 by Moody’s Investors Service, Inc. There can be no assurance that if the Notes were specifically rated by these rating agencies that they would have the same rating as the Bank’s 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”.

**Use of Proceeds:**

The Net Proceeds will not be held by the Bank in trust for the Investors of the Notes in any segregated or other account. 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”. Except in the case of an Extraordinary Event or a Protection Event, there should be no deemed accrual of interest on the Notes under the “prescribed debt obligation” rules of the Act and the Regulations until the taxation year of an Initial Investor that includes the Maturity Date. Where the Variable Return is determined because of an Extraordinary Event or a Protection Event, the Variable Return will generally be required to be accrued by an Initial Investor in accordance with the “prescribed debt obligation” rules of the Act and Regulations. The full amount of the Variable Return will generally be included in an Initial Investor’s income in the taxation year of the Initial Investor that includes the Maturity Date. Although not free from doubt, an Initial 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 (capital loss) to the extent that the proceeds of disposition of the Note, less any costs of disposition, exceed (or are exceeded by) the Initial Investor’s adjusted cost base of the Note. **Initial 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”.

**Eligibility for Investment:**

The Notes offered hereby would, if issued on the date of this Information Statement, be qualified investments under the Act for trusts governed by registered retirement savings plans, registered retirement income funds, registered education savings plans or 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 Act).

**Fees and Expenses:**

**The following fees and expenses will be paid prior to Variable Return, if any, at the Maturity Date of the Notes:**

**Program Fee**

The Notes will be subject to an annual program fee (the “Program Fee”). The Program Fee will vary depending upon the allocation in the Portfolio between the notional Shares and the Bonds. The Program Fee will be 1.95% for the portion of the Portfolio allocated to the Equity Account (including any Shares notionally acquired with the Loan in the case of a Leveraging Event and on reinvestment) and 0.50% for the portion of the Portfolio allocated to the Bond Account. The Program Fee will be accrued daily and paid quarterly in arrears to Scotia Capital, as Calculation Agent of the Notes. The 0.50% Program Fee on the portion of the Portfolio allocated to the Bonds is produced by the coupon on the Bonds. The 1.95% Program Fee on the portion of the Portfolio allocated to the Equity Account is generated by selling Shares notionally held in the Equity Account in accordance with the Share Trading Formula. Fees of the Sub-Agent will be paid out of the portion of the Program Fee related to the Equity Account.

The Bank will pay selling agents who sell Notes an annual fee, paid quarterly, of 0.25% of the average daily value of the Equity Account during the first five years of the term of the Notes. This fee will be paid out of the Program Fee. **Program Fees and Loan interest associated with the Notes will be deducted from the Equity Account periodically during the term of the Notes and prior to determining the amount of Variable Return, if any, payable at maturity.**

The Bank will also pay a selling fee to qualified selling group members of \$4.50 per Note sold.

**Leverage**

For providing leverage to the Portfolio, Scotia Capital will receive the interest payable on funds notionally borrowed under the Loan, calculated at an annual interest rate equal to the one-month Bankers’ Acceptance Rate plus 0.25% (4.94286% as of October 31, 2007), accrued daily and paid monthly. This interest will be paid out of the Equity Account periodically during the term of the Notes and prior to determining the amount of Variable Return, if any, payable at maturity.

**Calculation Agent:**

Scotia Capital will act as the Calculation Agent, provided that Scotia Capital may appoint a successor calculation agent and may delegate its functions to a third party. The Calculation Agent will make all necessary calculations and determinations required in respect of the Notes. In certain circumstances involving a Market Disruption Event, exact and precise calculations may not be possible. The Calculation Agent’s calculations and determinations will be made in good faith and will, absent manifest error, be final and binding on Investors.

**Book-Entry Only  
Registration:**

All of the Notes will be evidenced by a single global Note held by CDS, or its nominee on its behalf, as registered Investor of the Notes. Registration of interests in and transfers of the Notes will be made only through participants in its book-entry system (“Participants”). Subject to certain limited exceptions, no Investor will be entitled to any certificate or other instrument from the Bank or CDS evidencing the ownership thereof and no Investor will 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”.

**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 deposit liabilities of Canadian chartered banks, is uncertain. Therefore, the Notes are not suitable investments for Investors that need or expect certainty of yield. The Notes are designed for Investors with a long-term investment horizon who are prepared to hold the Notes to the Maturity Date and are prepared to assume risks with respect to a return tied to the performance of the Shares.

There is no assurance that the Shares will appreciate in value over the term of the Notes. Therefore, there is no assurance that Investors will receive any amount at the Maturity Date other than the repayment of the Principal Amount. The Notes do not represent a direct or indirect ownership interest in any notional Shares or Bonds. All fees and expenses in respect of the Notes will be deducted from the value of the Portfolio and will reduce the Variable Return, if any. The Distributions, if any, on and the capital appreciation, if any, of the notional Shares may not be sufficient to generate any Variable Return on the Notes.

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

## DESCRIPTION OF THE NOTES

### Issue Size

The Bank of Nova Scotia — diversiCAPITAL Focused Income & Growth Deposit Notes (Total Return), Series 1 will be issued by the Bank on the Issue Date. A maximum of \$50,000,000 par amount of BNS diversiCAPITAL Notes will be issued by the Bank. This maximum size 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 \$100. The price to be paid by each Investor upon issuance has been determined by agreement between the Bank and the Selling Agent. The minimum subscription per Investor will be fifty (50) Notes (i.e. \$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 \$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 Portfolio

#### *General*

The Portfolio consists of two book-entry accounts referred to as the Equity Account and the Bond Account, and the Loan. The Portfolio is a notional portfolio of assets allocated in accordance with the Asset Allocation Calculation over the term of the Notes between the Equity Account and the Bond Account. Since the Portfolio is notional only, Investors will have no ownership or other interest in the Bonds, Shares or other assets comprising the Portfolio, other than the right to be paid the Principal Amount and the Variable Return, if any, on the Notes based on the performance of the Portfolio. **For the avoidance of doubt, all holdings in the Portfolio and all actions including, without limitation, all holdings, purchases and sales of Shares and/or Bonds, receipts and reinvestment of Distributions and drawdowns and repayments of the Loan taken in connection with the Portfolio are notional holdings and actions only. All references contained in this Information Statement to any such actions or events are to be construed as notional actions and events only. Since the Portfolio is strictly notional and each of the Equity Account, the Bond Account and the Loan are notional book-keeping entries only, at no time will the Portfolio actually hold or own Shares or Bonds. Investors will not, by virtue of holding Notes, be entitled to the rights or benefits of a securityholder of any Company.**

#### *The Equity Account*

The Equity Account will consist mainly of Shares of the Companies and may be notionally margined through the Loan. The Equity Account may also hold, from time to time, a nominal amount of cash. During the term of the Notes, Distributions and proceeds may be received on Shares and held in the Equity Account. The cash in the Equity Account will earn interest at the overnight Bank of Canada rate. Distributions, if any, received on the Shares will be reinvested in the Equity Account utilizing the Share Trading Formula. Shares in the Equity Account may be affected by the occurrence of an Allocation Event, a Market Disruption Event, an Extraordinary Event, a Substitution Event, a Merger Event or a Protection Event.

The Companies that will initially comprise the Equity Account and the current TSX trading symbols of the Shares are as follows:

<u>Company</u>	<u>Trading Symbol<sup>(1)</sup></u>
AGF Management Limited . . . . .	AGF/B
Bank of Montreal . . . . .	BMO
Canadian Imperial Bank of Commerce . . . . .	CM
CI Financial Income Fund . . . . .	CIX-U
Enbridge Inc. . . . .	ENB
Great-West Lifeco Inc. . . . .	GWO
Inter Pipeline Fund . . . . .	IPL-U
Manitoba Telecom Services Inc. . . . .	MBT
Manulife Financial Corporation . . . . .	MFC
RioCan Real Estate Investment Trust . . . . .	REI-U
Royal Bank of Canada . . . . .	RY
Sun Life Financial Inc. . . . .	SLF
TransCanada Corporation . . . . .	TRP
Yellow Pages Income Fund . . . . .	YLO-U

(1) All Shares at inception will trade on the TSX.

Brief descriptions of the Companies and information on historical trading prices of the Shares are set out in this Information Statement under “The Shares and the Companies”. Investors may obtain more detailed information about each of the Companies at [www.sedar.com](http://www.sedar.com) or through their advisor.

Upon the occurrence of certain events, the Shares of a Company may be substituted by the Calculation Agent in the Equity Account with different shares or income trust units. See “Description of the Notes — Special Circumstances”.

**Although the Equity Account, as of the Issue Date, will be equally-weighted as among the Shares of each Company, changes in market values of the Shares from and after the Issue Date coupled with the Share Trading Formula may result in the Equity Account having a higher weighting or concentration to the Shares of one or more Companies over time, which would reduce the diversification of the Equity Account.**

***The Bond Account***

The Bond Account will consist of 0.50% coupon bonds of the Bank, which will be purchased and sold at yields equal to the prevailing Canadian dollar inter-bank swap rates as reasonably determined by the Calculation Agent, using the bid price for purchases and offer price for sales for a term equivalent to the remaining term of the Notes. The 0.50% coupon is solely to support the Program Fees associated with the Bond Account. On the Issue Date, it is anticipated that all assets comprising the Portfolio will be allocated to the Equity Account with no assets used to make a purchase in the Bond Account.

Following the Issue Date, assets comprising the Portfolio will be allocated between the Equity Account and the Bond Account according to the Asset Allocation Calculation and cash accumulated in the Equity Account may be used for notional purchases of Shares in accordance with the Share Trading Formula or Bonds. See “Description of the Notes — Asset Allocation and the Asset Allocation Calculation”.

***The Loan***

The amount of the Loan outstanding at any time will vary, and will be increased or decreased according to the value of the Equity Account, changes in the Bond Account, interest payments and other fees payable. Interest on the Loan will be calculated at a rate equal to the one-month Bankers’ Acceptance Rate plus 0.25% per annum accrued daily and paid monthly at the then prevailing rate. If the Distance rises above 21%, the amount of outstanding Loan may notionally be drawn down (up to a maximum of \$104.50 per Note) to allow for the notional acquisition of additional Shares in accordance with the Share Trading Formula. If the Distance falls

below 13%, the amount of any outstanding Loan may be notionally repaid and the proceeds used to notionally purchase Bonds. See “Description of the Notes — Asset Allocation and the Asset Allocation Calculation”.

## **Asset Allocation and the Asset Allocation Calculation**

### *General*

The Asset Allocation Calculation will dictate the allocation of the Portfolio, from time to time, between Shares and Bonds and will dictate the amount, if any, of the outstanding Loan. The Calculation Agent will be responsible for applying the Asset Allocation Calculation, including facilitating any notional transactions in Shares or Bonds and any notional drawdown or repayment of the Loan. The Asset Allocation Calculation is based on the following concepts:

- “Distance” = 
$$\frac{\text{NAV} - \text{Floor}}{\text{EAV}}$$
- “NAV” means: (i) the Equity Account Value and the value of the Bond Account; minus (ii) the principal amount of the Loan outstanding at that time; minus (iii) the accrued and unpaid Program Fees and Loan interest; divided by (iv) the number of Notes outstanding.
- “Floor” means, at any time, the estimated offer price at that time for a 0.50% coupon Bond with a \$100 face amount equal to the Principal Amount and a maturity date of May 21, 2014 determined by the Calculation Agent.
- “Equity Account Value” or “EAV” means, at any time, the aggregate of: (i) the amount that could be realized at that time by notionally selling all Shares in the Equity Account at then prevailing market prices determined by the Calculation Agent less any related selling fees or commissions; and (ii) any cash in the Equity Account at that time, expressed as an amount per Note.

Subject to the occurrence of a Market Disruption Event or an Extraordinary Event, the Calculation Agent will allocate assets of the Portfolio between the Equity Account and the Bond Account according to the Asset Allocation Calculation. The Asset Allocation Calculation has been designed to protect the Principal Amount of the Notes. For example, if a Protection Event occurs, all Shares in the Equity Account will be sold at the then prevailing market prices determined by the Calculation Agent and the proceeds will be used to purchase Bonds such that the value of the Bond Account at the Maturity Date is at least equal to the Principal Amount per Note. The Asset Allocation Calculation has also been designed to allocate assets between the Bond Account and Equity Account such that the Distance, at any time, will be maintained between 13% and 21%. The occurrence of an Allocation Event on any Business Day triggers the application of the Asset Allocation Calculation.

The Calculation Agent will be required to monitor the Distance and, subject to any adjustments to calculations as a result of the occurrence of a Market Disruption Event, a Protection Event, an Extraordinary Event, a Substitution Event or a Merger Event, will administer the allocation of the Portfolio in accordance with the Asset Allocation Calculation through a notional purchase or sale of notional Shares in accordance with the Share Trading Formula, a notional purchase or sale of Bonds, and a notional drawdown or repayment of the Loan.

Within 8 Business Days of the Issue Date it is anticipated that the full amount of the Net Proceeds from the issuance of the Notes of \$95.50 per Note, which is the Principal Amount less the Selling Agent’s fees, plus an amount equal to \$4.50 per Note of the notional Loan, will be allocated to the purchase of Shares for the Equity Account. The initial purchase of Shares will be made on the basis that an approximately equal portion of the Net Proceeds and the Loan will be allocated to notionally acquire Shares of each Company at the then current market price determined by the Calculation Agent within 8 Business Days of the Issue Date. It is anticipated that no Bonds will be purchased initially. A nominal amount of the Net Proceeds may be held in cash in the Equity Account initially.

### *Leveraging Events*

If the Distance rises above 21%, a Leveraging Event occurs. This may occur for a number of reasons including, without limitation, an increase in the market value of the Shares or a decrease in the price of the

Bonds beyond certain thresholds. Once a Leveraging Event occurs, the Calculation Agent, acting with reasonable promptness, will as necessary, sell any Bonds from the Bond Account (if there are any such Bonds) and thereafter, draw down the amount of the Loan (to a maximum of \$104.50 per Note) and apply the proceeds of such Loan and the proceeds from the sale of the Bonds to purchase additional Shares in accordance with the Share Trading Formula such that the Distance is approximately 17% after these transactions. This will increase the assets held in the Equity Account, decrease the assets held in the Bond Account and increase the amount of the Loan outstanding.

### *De-Leveraging Events*

A De-Leveraging Event occurs if the Distance falls below 13%. This may occur for a number of reasons including, without limitation, a decrease in the market value of the Shares or an increase of the price of the Bonds beyond certain thresholds. Once a De-Leveraging Event occurs, the Calculation Agent, acting with reasonable promptness, will sell Shares in accordance with the Share Trading Formula and apply the proceeds, first to reduce any Loan outstanding and any accrued and unpaid interest thereon, and second, as to any proceeds remaining, to purchase Bonds such that the Distance is approximately 17% after such purchases. This will increase the assets held in the Bond Account, decrease the assets held in the Equity Account and decrease the amount of the Loan outstanding.

### *Protection Events*

If the Distance reaches or falls below \$1.50 above the Floor per Note, a Protection Event occurs and all Shares in the Equity Account will be sold at the then prevailing market prices at any point in time during the relevant day determined by the Calculation Agent and the proceeds applied first to repay the outstanding Loan and accrued and unpaid interest and accrued and unpaid Program Fees, and second to the purchase of Bonds such that, on the Maturity Date, the value of the Bonds therein is expected to equal at least \$100 per Note, with the Bank assuming the risk for any shortfall. Investors are, in all events, entitled to receive the Principal Amount in respect of each Note held at the Maturity Date. After a Protection Event occurs, the assets comprising the Portfolio will remain in the Bond Account until the Maturity Date regardless of the subsequent performance of the Shares. In this case, the Variable Return per Note payable on the Maturity Date, if any, will be the amount by which the aggregate par value of the Bonds (pro-rated per Note) exceeds \$100. If a Protection Event occurs, the possibility of receiving more than the Principal Amount of \$100 per Note on the Maturity Date is significantly reduced. In this case, Investors may have only the Principal Amount of their Notes returned to them on the Maturity Date.

### *Illustrative Examples*

#### *General*

The illustrative examples set out below demonstrate how the Asset Allocation Calculation is performed on the Notes under both positive and negative performance scenarios. **These examples are for illustrative purposes only and are not to be construed as a forecast or estimate of the anticipated performance of the Notes or the notional Shares or the Equity Account. For simplicity in these examples, it is assumed that interest rates remain constant throughout the term of the Notes.** The hypothetical fluctuations in the value of the notional Shares held in the Equity Account are used for illustration purposes only. Accordingly, the hypothetical performances of the Shares are not estimates or forecasts of future values of the Shares for the periods set out below. The following examples assume the Investor has purchased a single Note.

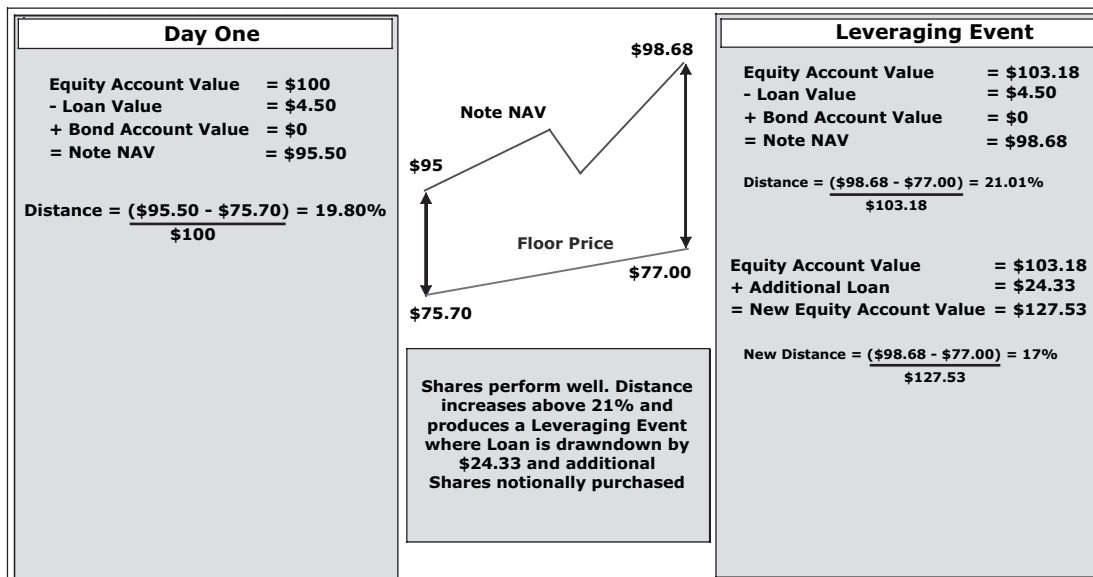
Investors should note that, although Variable Return is linked to the performance of the Portfolio, the amount, if any, of the Variable Return will depend upon the timing and extent of the increase and decrease in the price of the notional Shares over the term to the Maturity Date. Specifically:

- the performance of the Portfolio is dependant upon the Asset Allocation Calculation, which may be delayed due to the occurrence of a Market Disruption Event;
- Variable Return, if any, will only be payable if the  $NAV_{FINAL}$  exceeds the Principal Amount on the Maturity Date;

- upon the occurrence of a Leveraging Event, the Portfolio will be re-balanced by the purchase of additional Shares in accordance with the Share Trading Formula using proceeds from the Loan (up to a maximum amount of \$104.50 per Note) or the sale of any Bonds in the Bond Account;
- there is no theoretical maximum Variable Return payable on the Notes except that Canadian law precludes a person from changing or advancing credit at a rate in excess of 60% per annum and the Asset Allocation Calculation using leverage and Distribution reinvestment creates the opportunity for enhanced returns on the Notes;
- the Asset Allocation Calculation provides for the occurrence of a Leveraging Event if the Distance rises above 21% and a De-Leveraging Event if the Distance falls below 13%;
- upon the occurrence of a De-Leveraging Event, the Portfolio will be re-balanced with proceeds from the sale of Shares in accordance with the Share Trading Formula by paying down a portion of the Loan or the purchase of Bonds;
- a Protection Event will occur if the Distance reaches or falls below \$1.50 above the Floor per Note, in which case the Portfolio will be fully invested in Bonds until the Maturity Date and the Investor will not participate in any subsequent performance (positive or negative) of the Shares, with the result that it is possible that no Variable Return may be paid on the Notes;
- it is very unlikely that investing in the Notes will offer the same return as a direct investment in the Shares; and
- the Principal Amount of \$100 per Note will be payable by the Bank on the Maturity Date regardless of the performance of the Shares.

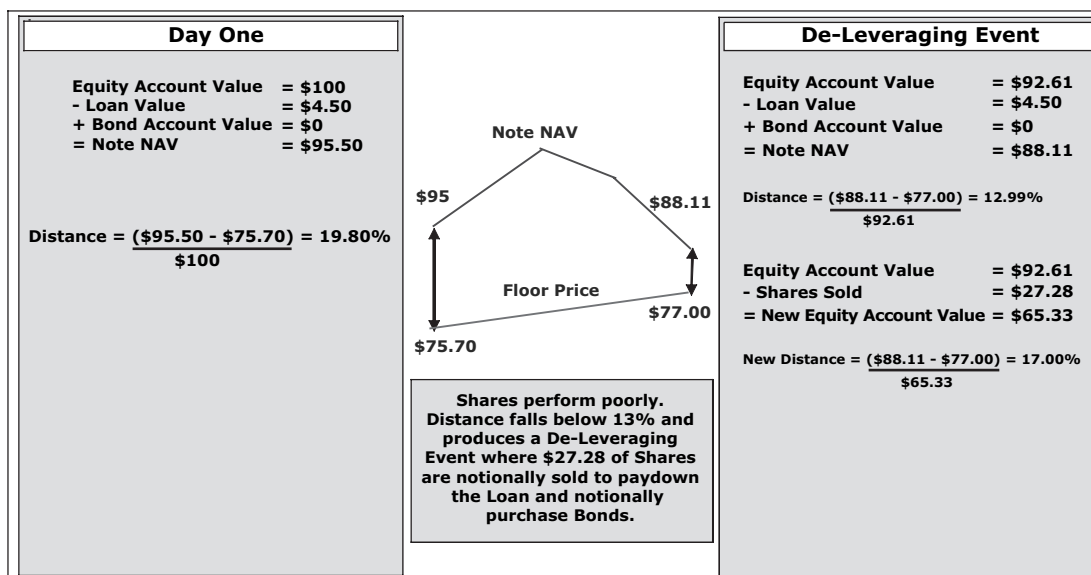
*Positive Performance — Leveraging Event*

The illustration below shows the occurrence of a Leveraging Event pursuant to the Asset Allocation Calculation. A Leveraging Event will occur if the Distance rises above 21% and a De-Leveraging Event will occur if the Distance falls below 13%. In this case, a Leveraging Event will require the purchase of additional notional Shares in accordance with the Share Trading Formula increasing the Equity Account Value on the basis described herein to re-balance the Portfolio such that the Distance is approximately 17% using proceeds of the Loan (up to a maximum amount of \$104.50 per Note). In the example below, NAV of the Notes increases from \$95.50 to \$98.68 while the cost of the Floor increases from \$75.70 to \$77.00, resulting in the Distance increasing to 21.01%. This produces a Leveraging Event, where the Loan is drawn down by an additional \$24.33 which is used to purchase additional Shares in the Equity Account in accordance with the Share Trading Formula, increasing its value to \$127.53, and returning the Distance to 17%.



### Negative Performance — De-Leveraging Event

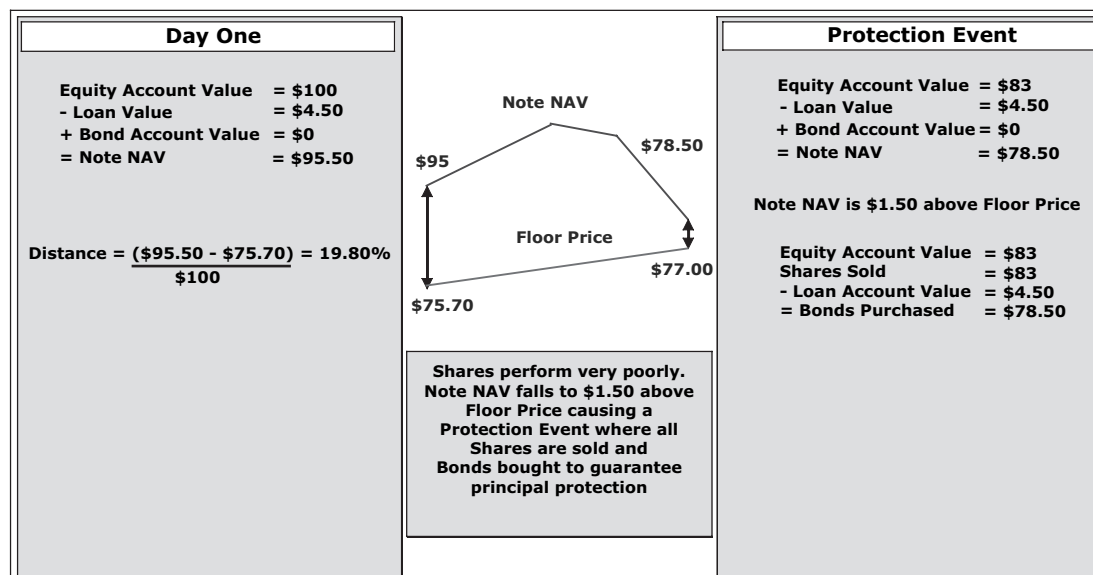
The illustration below shows the occurrence of a De-Leveraging Event where the value of the Shares has declined from the Issue Date. In this case, Shares would be sold in accordance with the Share Trading Formula at the then prevailing market values and the Loan would be paid down, returning the Distance to approximately 17%. The NAV of the Notes decreases from \$95.50 to \$88.11 while the cost of the Floor increases from \$75.70 to \$77.00, resulting in the Distance decreasing to 12.99%. This produces a De-Leveraging Event, where \$27.28 worth of Shares are sold in accordance with the Share Trading Formula and the proceeds are used to pay down the Loan, returning the Distance to 17%. Once the Loan is paid down completely, any remaining proceeds are used to purchase Bonds in the Bond Account.



In this example, the value of the Shares declined from the Issue Date. In this case, the Loan would not be drawn down and the Portfolio would be re-balanced upon the occurrence of a De-Leveraging Event by purchasing Bonds with the proceeds from the sale of Shares on the basis described herein.

## Protection Event

As the illustration below shows, a Protection Event would occur if the NAV reaches or falls below \$1.50 per Note above the Floor, at which time the Portfolio would be entirely invested in Bonds. Following a Protection Event, the Portfolio will remain entirely in Bonds until the Maturity Date regardless of the subsequent performance of the Shares. In this case, the Variable Return per Note payable on the Maturity Date, if any, will be the amount by which the aggregate par value of the Bonds (pro-rated per Note) exceeds \$100. If a Protection Event occurs, the possibility of receiving more than the Principal Amount per Note on the Maturity Date is significantly reduced. In this case, Investors may only have the Principal Amount of their Notes returned to them on the Maturity Date. In the example below, the NAV of the Notes decreases from \$95.50 to \$78.50 and the cost of the Floor increases from \$75.70 to \$77.00, resulting in the NAV decreasing to \$1.50 above the Floor. This produces a Protection Event, where all Shares reflected in the Equity Account are notionally sold, the Loan is paid down and the remaining proceeds are used to purchase Bonds in the Bond Account.



## Variable Return

### General

Subject to the occurrence of a Market Disruption Event, an Extraordinary Event or a Protection Event, an Investor will be paid the Variable Return, if any, at the Maturity Date, subject to the provisions and conditions described or contemplated in this Information Statement. The Variable Return, if any, is linked to the performance of the Portfolio, the assets of which will be allocated as described above under “Description of the Notes — Asset Allocation and the Asset Allocation Calculation”. Allocations will be made in accordance with the Asset Allocation Calculation based on the value of the notional Shares, the Bonds and Loan, interest rates and other factors.

The Variable Return calculation is the formula used to determine the Variable Return on the Notes at the Maturity Date. The Variable Return per Note is calculated as follows:

$$\text{Variable Return} = \text{Principal Amount } (\$100) \times \text{Portfolio Performance}$$

Where:

- Portfolio Performance =  $\frac{\text{NAV}_{\text{FINAL}} - 100}{100}$

- “NAV<sub>FINAL</sub>” means, at any time (expressed pro rata per Note), the notional proceeds from the liquidation of the Equity Account plus the maturity value of the Bond Account as calculated by the Calculation Agent, minus repayment of the Loan and any accrued and unpaid Loan interest and Program Fees.

Portfolio Performance will be the amount, if any, determined on the Maturity Date and expressed as a percentage of the Principal Amount, by which the pro rata value of the Portfolio per Note exceeds the Principal Amount, being \$100. An Investor cannot elect to receive the Variable Return, if any, prior to the Maturity Date and the Notes cannot be redeemed or retracted prior to the Maturity Date.

**There is a possibility that an Investor may not receive any Variable Return.** No Variable Return will be paid unless the Portfolio Performance (which is net of Program Fees and Loan interest payable) per Note is greater than zero (i.e. unless the pro rata value of the Portfolio at the Maturity Date is greater than \$100 per Note). In addition, if a Protection Event, a Market Disruption Event or an Extraordinary Event occurs, the Variable Return may be zero. Investors may only receive their Principal Amount on the Maturity Date. All applicable Program Fees will be paid by the 0.50% coupon on the Bonds until the Maturity Date.

In no event will payment of the Principal Amount or the Variable Return, if any, be made by the Bank earlier than the Maturity Date. The Equity Account will be gradually notionally liquidated (at the discretion of the Calculation Agent to ensure orderly liquidation) during the ten Business Days immediately preceding the Maturity Date at then prevailing market prices determined by the Calculation Agent. The Calculation Agent is expected to have fully liquidated the notional assets of the Portfolio by, and to calculate the NAV<sub>FINAL</sub> on, the third Business Day prior to the Maturity Date. The timing and manner of determining the Variable Return, if any, may be affected by the occurrence of Market Disruption Events or the inability notionally to fully liquidate the Portfolio by the third Business Day prior to the Maturity Date. See “Description of the Notes — Special Circumstances”.

#### *Reinvestment*

**All Distributions, if any, made by a Company on Shares in the Portfolio as of the record date for any such Distribution will be reinvested in the Equity Account on the payment date of such Distribution in accordance with the Share Trading Formula and will not be distributed to Investors during the term of the Notes.** There is no guarantee that any Company will make any Distributions, in which case the reinvestment in the Equity Account could be zero. There is no guarantee that reinvested Distributions, if any, will not be offset by decreases in the value of the Shares such that, notwithstanding that Distributions have been reinvested, no Variable Return will be paid. Investors of Notes will not be entitled to receive Variable Return, if any, prior to maturity. See “Risk Factors”.

#### **Special Circumstances**

During the term of the Notes, certain events affecting the Notes and the Shares 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 Shares in the Equity Account. 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 one or more Shares or Companies in the Equity Account (an “Affected Share”) has occurred or is continuing on any date, then the determination of whether any Allocation Event that would otherwise have occurred on such date will be postponed to the next Business Day on which there is no Market Disruption Event in effect, using then

prevailing market values for the notional Shares. Accordingly, the determination of whether a Leveraging Event, a De-Leveraging Event or a Protection Event has occurred will be postponed until such date and the Calculation Agent will not be required to take any action with respect to any notional sales or purchases of notional Shares or Bonds, any notional drawdowns or repayments of the Loan or any notional receipts or reinvestments of Distributions until such date, if at all, based upon the then prevailing market prices for the Shares.

If, on the eighth Business Day following the date on which a Market Disruption Event for an Affected Share first occurred, such Market Disruption Event continues in effect then, notwithstanding the occurrence of any Market Disruption Event on or after such eighth Business Day, the Calculation Agent may, in its sole discretion, determine the market value of each Affected Share as of such eighth Business Day using the Calculation Agent's good faith estimate, without any liability on the part of the Calculation Agent, of the market value for such Share(s) on such eighth Business Day and taking into account all market circumstances considered by the Calculation Agent to be relevant, acting reasonably. In such circumstances, the Calculation Agent may, in its discretion using the Asset Allocation Calculation, make any adjustments to the Portfolio to account for the occurrence of a Leveraging Event, De-Leveraging Event or Protection Event, based on such market values. Alternatively, if a Market Disruption Event continues in effect for a period of 8 consecutive Business Days, the Calculation Agent may designate that event as an Extraordinary Event, with the consequences described under "Description of the Notes — Special Circumstances — Extraordinary Event".

Subject to the occurrence of a Market Disruption Event, payment of the Principal Amount and the Variable Return, if any, is expected to occur on the Maturity Date. If a Market Disruption Event occurs and is resolved by the fifteenth Business Day before the Maturity Date, payment of the Principal Amount and the Variable Return, if any, will occur on the Maturity Date. If a Market Disruption Event occurs and is not resolved by the fifteenth Business Day before the Maturity Date, payment of the Principal Amount will occur on the Maturity Date, and payment of the Variable Return, if any, will occur as soon as practicable following resolution of the Market Disruption Event and, in any event, no later than 180 days after the Maturity Date. If the Market Disruption Event is not resolved by the 175<sup>th</sup> day after the Maturity Date, the Calculation Agent shall, in its sole discretion, determine the market value of each Affected Share as of the Business Day immediately preceding such date using the Calculation Agent's good faith estimate, without any liability on the part of the Calculation Agent, of the market value for such Share(s) on such Business Day and taking into account all market circumstances considered by the Calculation Agent to be relevant, acting reasonably, and calculate and pay the Variable Return, if any, utilizing such market value.

#### ***Substitution Event***

If, during the term of the Notes, there is a Substitution Event in respect of any notional Share (an "Impacted Share"), then the Calculation Agent may, in its sole discretion, notionally sell the Impacted Shares at then prevailing market prices determined by the Calculation Agent and use the notional proceeds realized to notionally purchase notional income fund units or shares of another widely-traded Canadian issuer in a similar industry sector as the Company that issued the Impacted Share, selected in the sole discretion of the Calculation Agent (the "Substituted Share"). If so, the Substituted Share shall replace the Impacted Share in the Portfolio as of the date of such selection. Upon any such replacement, the Substituted Share shall be deemed to be the Impacted Share for purposes of determining Variable Return, if any, and the Calculation Agent shall, as soon as practicable after such Substitution Event, make adjustments to any one or more components of the Asset Allocation Calculation, 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, in its sole discretion, determines appropriate to account, in the calculation of Variable Return, for the performance of the Impacted Share up to the occurrence of such Substitution Event and the subsequent performance of the Substituted Share in replacement thereof thereafter. For greater certainty, the Substituted Share may be any share of a large issuer and may be an issuer that was a continuing entity in respect of a Merger Event. Upon any Substitution Event and the making any such adjustment, the Calculation Agent shall promptly give notice and brief details to the Investors. If, the Calculation Agent determines, in its sole discretion, that no appropriate securities may be purchased after the liquidation from the Equity Account of the Impacted Shares, the Calculation Agent will credit the notional cash proceeds from such liquidation to the Equity Account and will apply the proceeds to

purchase additional amounts of the then remaining Shares in the Equity Account in accordance with the Share Trading Formula.

In circumstances where a Substitution Event occurs but there is no market for the Impacted Shares (due, for example, to a suspension of trading or any other Market Disruption Event), the Calculation Agent may, in its sole discretion, depending on the nature of the reasons giving rise to the Substitution Event, elect to continue to hold the Impacted Shares in the Equity Account or to liquidate the Impacted Shares at then prevailing market prices determined by the Calculation Agent once the Impacted Shares become liquid again, and utilize the proceeds to acquire the Substituted Shares at then prevailing market values. In circumstances where a Substitution Event occurs, but there is no market for the Impacted Shares such that the Calculation Agent expects that the Impacted Shares may not be liquidated from the Equity Account for the remainder of the term of the Notes, the Calculation Agent will make commercially reasonable estimates of the market value of the Impacted Shares in order to effect the Asset Allocation Calculation, from time to time, and to calculate the Variable Return, if any.

#### *Merger Event*

If, during the term of the Notes, there is a Merger Event, any equity securities (“Merger Shares”) notionally received from the resulting entity following the merger (the “Merged Company”) in exchange for a Share (the “Replaced Shares”) will be added to the Equity Account in the place of the Replaced Shares as of the applicable Merger Date. Any change in the value of the Merger Shares compared to the Replaced Shares will be treated as a change in the market value of the Replaced Shares. If Merger Shares in combination with non-equity securities (as determined by the Calculation Agent) and/or cash consideration are notionally received from the Merged Company following a Merger Event, the Calculation Agent will liquidate such non-equity securities of the Merged Company and apply all of the proceeds from such liquidation and/or any cash consideration to the purchase of Merger Shares (if available) to be included in the Equity Account. If only non-equity securities and/or cash consideration are received from the Merged Company, the Calculation Agent will liquidate the non-equity securities received from the Merged Company and apply all of the proceeds from such liquidation and/or any cash consideration to the purchase of Merger Shares (if available) to be included in the Equity Account. If no Merger Shares are available (because, for example, the Merged Company only issues bonds), a Substitution Event will be deemed to have occurred as of the applicable Merger Date.

#### *Extraordinary Event*

If an Extraordinary Event occurs, the Calculation Agent may determine that the Notes will no longer have exposure to the notional Shares, the Loan will be repaid and the Portfolio may consist only of notional Bonds until the Maturity Date. Upon such determination by the Calculation Agent, the Loan will be repaid, and no further Variable Return will be earned on the Notes, even though the Shares may earn a positive return following the occurrence of an Extraordinary Event. At the sole discretion of the Calculation Agent, if the circumstances giving rise to the Extraordinary Event no longer exist or are determined by the Calculation Agent to have been adequately resolved, the Calculation Agent may, but is not required to, reallocate the assets of the Portfolio according to the Asset Allocation Calculation. **If an Extraordinary Event occurs, the possibility of an Investor receiving any Variable Return at the Maturity Date may be significantly reduced.** Following the occurrence of an Extraordinary Event, an Investor would continue to be able to sell a Note in accordance with the terms of, and subject to the restrictions of, any secondary market then offered by the Selling Agent. See “Description of the Notes — Secondary Trading”.

For the avoidance of doubt, if an Extraordinary Event occurs, neither payment nor calculation of the Variable Return, if any, or payment of the Principal Amount per Note will be accelerated.

#### **Secondary Trading**

**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. 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 determined by the Selling Agent through FundSERV for the Notes. 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 “Description of the Deposit Notes — Early Trading Charge”. This will be the secondary market price. See “FundSERV” for details regarding secondary trading where the Notes are held through participants in the FundSERV network.

The Principal Amount of a Note is repaid by the Bank only at the Maturity Date. There is no assurance that any premium that may have been paid by an Investor having purchased Notes in the secondary market will be recouped. The price that the Selling Agent will pay to an Investor for a Note prior to the Maturity Date will be determined by the Selling Agent, acting in its sole discretion, and will be based on, among other things: (i) how much the value of the assets in the Portfolio have risen or fallen since the Issue Date; (ii) the fact that assets in the Portfolio will be reallocated from time to time between the Equity Account and the Bond Account during the term of the Notes; and (iii) a number of other interrelated factors including, without limitation, volatility of the value of the notional assets in the Portfolio, prevailing interest rates and the time remaining to the Maturity Date. The relationship among these factors is complex and may also be influenced by various political, economic and other factors that can affect the trading price of a Note. In particular, Investors should realize that the secondary market price for the Notes: (i) may not rise and fall with changes in the trading prices of the Shares; and (ii) may be substantially affected by changes in current interest rates independent of performance of the notional assets in the Portfolio. Investors may wish to consult their investment advisors concerning whether it would be more appropriate in the circumstances at any time to sell or to hold their Notes until the Maturity Date. An Investor will not be able to redeem Notes prior to the Maturity Date.

**While the Selling Agent will use reasonable efforts, the Selling Agent is under no obligation to facilitate or arrange for such a secondary market, and such secondary market, when commenced, may be suspended at any time at the sole discretion of the Selling Agent, without notice. If there is no secondary market, an Investor will not be able to sell its Notes. The Notes are intended to be instruments held to the Maturity Date. The Principal Amount of a Note is guaranteed to be repaid only if the Note is held to the Maturity Date.**

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

An Investor will not be able to redeem Notes prior to the Maturity Date.

### Early Trading Charge

A sale of the Notes prior to the Maturity Date may be subject to the Early Trading Charge. If a Note is sold to the Selling Agent within the first three years following the Issue Date, the proceeds from the sale of the Note will be reduced by an Early Trading Charge expressed as a percentage of the Principal Amount of the Note as follows:

<u>If Sold Within</u>	<u>Early Trading Charge</u>
1 year . . . . .	5.75%
2 years . . . . .	3.75%
3 years . . . . .	1.75%
Thereafter . . . . .	Nil

An Investor should understand that any valuation price for the Notes appearing on its investment account statement, as well as any Bid Price quoted to the Investor to sell Notes prior to the Maturity Date, will be before the application of any applicable Early Trading Charge. An Investor wishing to sell Notes prior to the Maturity Date should consult its investment advisor about whether the Investor will bear the Early Trading Charge 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 favourable in the circumstances at any time, to sell Notes (assuming the availability of a secondary market) or to hold the 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. See “Certain Canadian Federal Income Tax Considerations”.

The Selling Agent and/or any of its affiliates may, at any time, subject to the applicable laws, purchase Notes at any price in the open market or by private agreement.

### **Rank; No Deposit Insurance**

The Notes will constitute direct unconditional obligations of the Bank. The Notes will be issued on an unsubordinated basis and will rank *pari passu*, as among themselves and with all other outstanding, direct, unsecured and unsubordinated, present and future obligations (except as otherwise prescribed by law) of the Bank, and will be payable rateably without any preference or priority. **The Notes will not be insured under the Canada Deposit Insurance Corporation Act or any other deposit insurance regime.**

### **Credit Rating**

**The Notes have not been rated.** As of the date of this Information Statement, the deposit liabilities of the Bank with a term to maturity of more than one year are 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, they would have the same rating as the other deposit liabilities of the Bank. **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.**

### **Settlement of Payments**

The Bank will be required to make available to CDS, no later than 10:00 a.m. (Toronto time) on the Maturity Date, funds in an amount sufficient to pay the amounts due under the Notes. Payment of the Variable Return, if any, may be delayed in certain circumstances. See “Description of the Notes — Market Disruption Event”.

All amounts payable in respect of the Notes will be made available by the Bank through CDS or its nominee. CDS or its nominee will, upon receipt of any such amount, facilitate payment to the applicable CDS Participants or credit the account of such CDS Participants, in amounts proportionate to their respective interests as shown on the records of CDS.

The Bank expects that payments by CDS Participants to Investors will be governed by standing instructions and customary practices, as is the case with securities or instruments held for the accounts of customers in bearer form or registered in street name, and will be the responsibility of such CDS Participants. The responsibility and liability of the Bank in respect of Notes represented by a Global Note is limited to making payment of the amounts due in respect of the Global Note to CDS or its nominee. Neither the Bank nor any of its affiliates will have any responsibility or liability for any aspect of the records relating to or payments made on account of ownership of the Notes represented by the Global Note or for maintaining, supervising or reviewing records relating to any such ownership.

The Bank retains the right, as a condition to payment of amounts at the Maturity Date, to require the surrender for cancellation of any certificate evidencing the Notes.

Neither the Bank nor CDS will be bound to recognize the execution of any trust affecting the ownership of any Note or be affected by notice of any equity that may be subsisting with respect to any Note.

### **Deferred Payment**

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

## **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 a fully registered global Note that will be deposited with a depositary (initially being CDS) and registered in the name of such depositary 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 depositary, its nominee or any successors of such depositary or nominee.

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

Ownership of beneficial interests in a global Note will be limited to persons, called participants, that have accounts with the relevant depositary or persons that may hold interests through participants. Upon the issuance of a registered global Note, the depositary 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 depositary, 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 depositary, or its nominee, is the registered owner of a registered global Note, that depositary or its nominee, as the case may be, will be considered the sole owner or Investor of the Notes represented by the registered global Note for all purposes. Except as described below, owners of beneficial interests in a registered global Note will not be entitled to have the Notes represented by the registered global Note registered in their names, will not receive or be entitled to receive physical delivery of the Notes in definitive form and will not be considered the owners or Investors of Notes. Accordingly, each person owning a beneficial interest in a registered global Note must rely on the procedures of the depositary for that registered global Note and, if that person is not a participant, on the procedures of the participant through which the person owns its interest, to exercise any rights of an Investor. The Bank understands that under existing industry practices, if the Bank requests any action of Investors or if an owner of a beneficial interest in a registered global Note desires to give or take any action that an Investor is entitled to give or take in respect of the Notes, the depositary for the registered global Note would authorize the participants holding the relevant beneficial interests to give or take that action, and the participants would authorize beneficial owners owning through them to give or take that action or would otherwise act upon the instructions of beneficial owners holding through them.

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

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

### *Definitive Notes*

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

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

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

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

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

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

Payments on a definitive Note will be made by cheque mailed to the applicable registered Investor at the address of the Investor appearing in the aforementioned register in which registrations and transfers of Notes are to be recorded or, 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.

### **Dealings in Shares**

The Bank may from time to time, in the course of its normal business operations, hold Shares or interests linked to any Share or Company. The Bank and its affiliates may deal in the securities of each Company and may, where permitted, accept deposits from, make loans or otherwise extend credit to, and generally engage in any kind of commercial or investment banking or other business with any Company or any other person or entity having obligations relating to such Company and may engage in proprietary trading in the Shares or in options, futures or derivatives relating to the Shares (including such trading as the Bank may deem appropriate, in its discretion, to hedge any risk in connection with the Notes) and may act with respect thereto in the same manner as it would if the Notes did not exist, regardless of whether any such action may have an adverse effect on the value of any Shares and thus the Variable Return, if any, payable in respect of the Notes. The Bank and its affiliates may, whether by virtue of the relationships described above or otherwise, from time to time be in possession of information in relation to any Company 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 relationship or information (whether or not confidential).

## Notification

All notices to Investors regarding the Notes will be valid and effective: (i) if such notices are given (which notice may be given by wire or fax) to the applicable depository (initially being CDS) and its relevant participants; or (ii) in the case where the Notes are directly registered in the Investors' names and issued in definitive form, if such notices are mailed or otherwise delivered to the registered addresses of the Investors; provided, however, that any required notice of an Extraordinary Event or Market Disruption Event will also be published in the Toronto and national editions of a major daily English language Canadian newspaper with national circulation and in a daily French language newspaper of general circulation in Montreal.

## Amendments to the Notes

The terms of the Notes may be amended without the consent of the Investors by the Bank and 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 Principal Amount 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 Principal Amount 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.

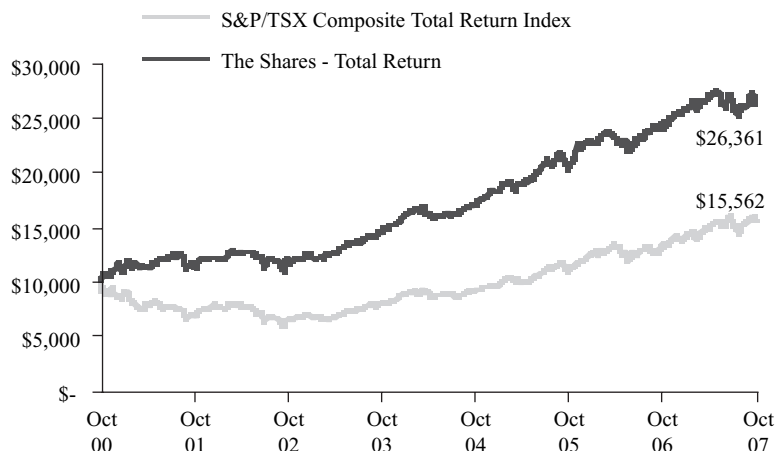
The Notes do not carry the right to vote in any other circumstances.

## Investor's 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.

## THE PORTFOLIO

The following chart shows the Portfolio's historical daily performance measured against the S&P/TSX Composite Total Return Index from October 24, 2000 to October 24, 2007. **The chart is a record of historical performance only and should not be taken as an indication or estimate of future performance of either the Portfolio or the Notes.**



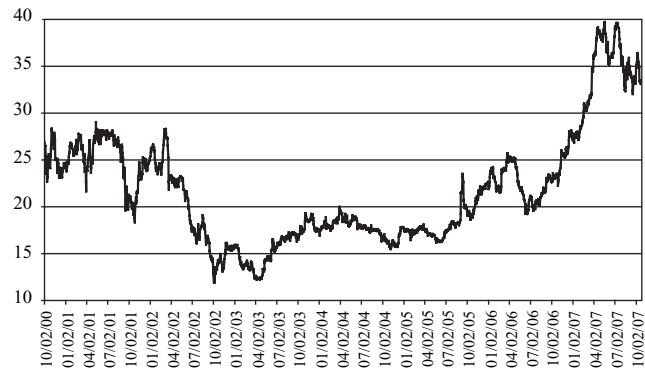
## THE SHARES AND THE COMPANIES

The following are brief descriptions of the businesses of the Companies and the trading symbols for the Shares. The charts show the Shares' respective historical daily closing prices. All information in this Information Statement relating to the Shares is obtained from publicly available sources and is presented in this Information Statement in summary form. As such, neither the Bank nor any selling agent selling the Notes assumes any responsibility for the accuracy or completeness of such information. The charts show historical performances of the daily closing prices of the Shares. **Past performance of a Share is not indicative of the future performance of such Share.** All data is as of October 24, 2007. It is important to note that it is very unlikely that Variable Return, if any, on the Notes or performance of the Notes will track the future performance of the Shares.

### AGF Management Limited (AGF/B)

AGF Management Limited manages and distributes mutual funds in Canada. It provides these services under the brand names AGF, 20/20, and Harmony. AGF Management also conducts mortgage lending and deposit taking activities through its trust company subsidiary. Market capitalization was approximately \$3.0 billion and current indicative distribution yield was 2.4% as at October 24, 2007. The Shares trade on the TSX under the symbol AGF/B.

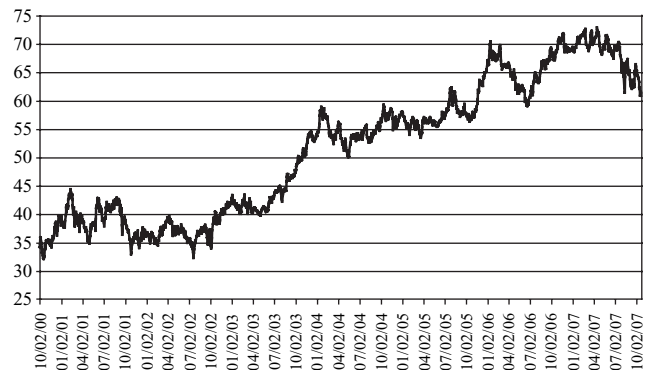
AGF Management Limited (AGF/B) 10/01/2000 to 10/24/2007



### Bank of Montreal (BMO)

Bank of Montreal is a Canadian chartered bank which provides banking and financial services to consumers, individuals, and corporate clients in Canada and around the world. Market capitalization was approximately \$30.2 billion and current indicative distribution yield was 4.4% as at October 24, 2007. The Shares trade on the TSX under the symbol BMO.

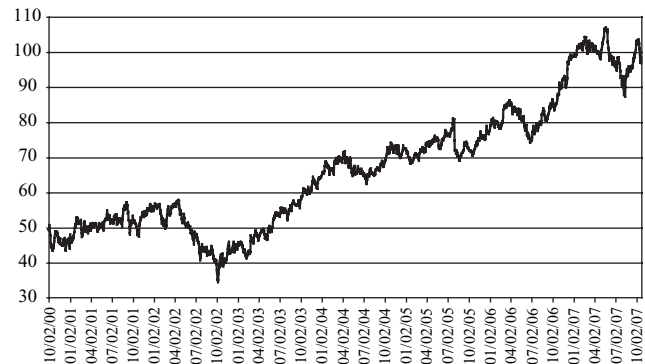
Bank of Montreal (BMO) 10/01/2000 to 10/24/2007



### Canadian Imperial Bank of Commerce (CM)

Canadian Imperial Bank of Commerce is a Canadian Chartered bank which provides banking and financial services to consumers, individuals, and corporate clients in Canada and around the world. Market capitalization was approximately \$32.3 billion and current indicative distribution yield was 3.4% as at October 24, 2007. The Shares trade on the TSX under the symbol CM.

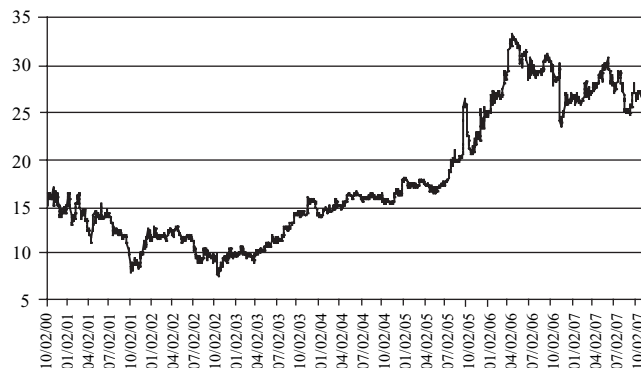
Canadian Imperial Bank of Commerce (CM)  
10/01/2000 to 10/24/2007



### CI Financial Income Fund (CIX-U)

CI Financial Income Fund is an income trust that generates income as a diversified wealth management firm is one of Canada's largest investment fund companies. Market capitalization was approximately \$7.6 billion and current indicative distribution yield was 8.9% as at October 24, 2007. The Shares trade on the TSX under the symbol CIX-U.

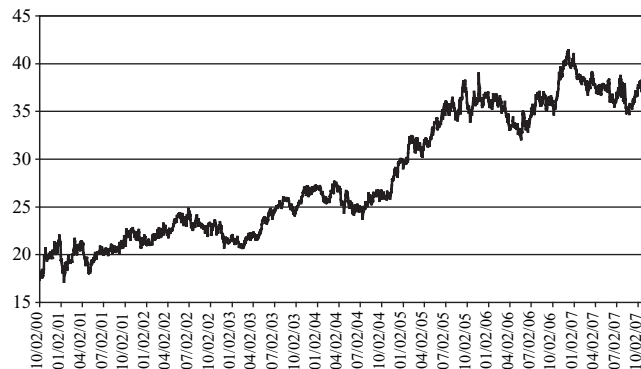
CI Financial Income Fund (CIX-U) 10/01/2000 to 10/24/2007



### Enbridge Inc. (ENB)

Enbridge Inc. provides energy transportation, distribution, and related services in North America and internationally. It operates a crude oil and liquids pipeline system, is involved in international energy projects, and is involved in natural gas transmission and midstream businesses. Enbridge Inc. also distributes natural gas and electricity, and provides retail energy products. Market capitalization was approximately \$13.9 billion and current indicative distribution yield was 3.3% as at October 24, 2007. The Shares trade on the TSX under the symbol ENB.

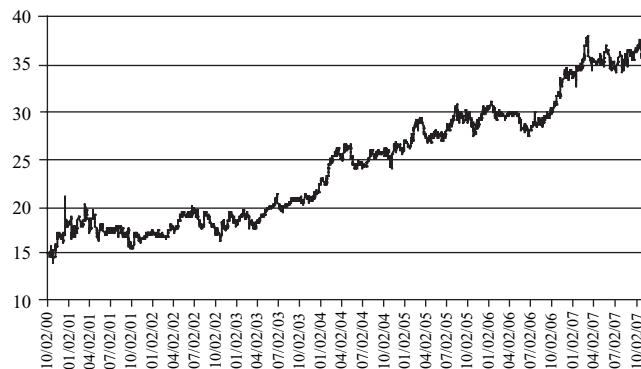
Enbridge Inc. (ENB) 10/01/2000 to 10/24/2007



### Great-West Lifeco Inc. (GWO)

Great-West Lifeco Inc. is a financial services holding company with interests in the life insurance, health insurance, investment and retirement savings, and reinsurance businesses. It serves the financial security needs of people in Canada and the United States. Market capitalization was approximately \$31.2 billion and current indicative distribution yield was 3.1% as at October 24, 2007. The Shares trade on the TSX under the symbol GWO.

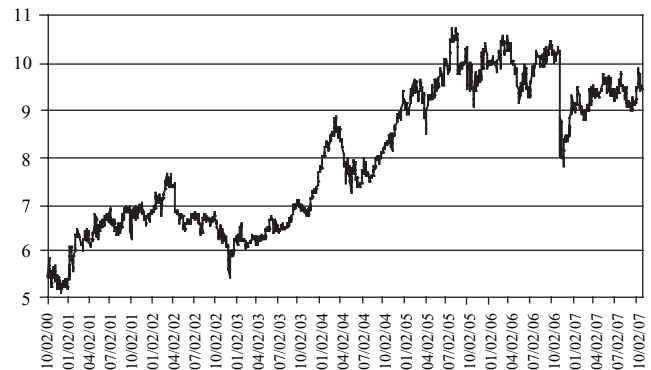
Great-West Lifeco Inc (GWO) 10/01/2000 to 10/24/2007



### Inter Pipeline Fund (IPL-U)

Inter Pipeline Fund is a limited partnership that owns and operates a diversified combination of energy infrastructure assets in western Canada, the United Kingdom, Germany and Ireland. Inter Pipeline Fund operates approximately 4,900 kilometers of petroleum pipelines and 1.4 million barrels of storage in western Canada. These systems transport approximately 490,000 barrels per day of oil sands bitumen, conventional crude oil and gas plant condensate, representing approximately 20% of crude oil volumes produced in western Canada. Inter Pipeline Fund is one of North America's largest natural gas liquids extraction businesses with ownership in three major extraction facilities located in southern Alberta. These facilities have the capacity to process 6.2 bcf/d of natural gas, producing up to 195,000 b/d of natural gas liquids. Inter Pipeline's NGL business currently processes approximately 40% of the natural gas exported from the province of Alberta. Market capitalization was approximately \$1.9 billion and current indicative distribution yield was 8.8% as at October 24, 2007. The Shares trade on the TSX under the symbol IPL-U.

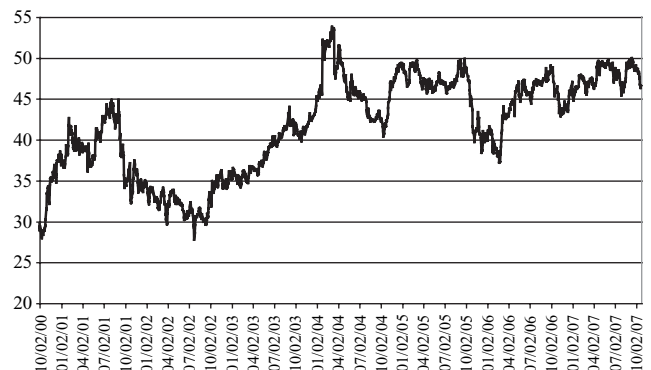
Inter Pipeline Fund (IPL-U) 10/01/2000 to 10/24/2007



### Manitoba Telecom Services Inc. (MBT)

Manitoba Telecom Services Inc. provides full-service telecommunications in Manitoba, Canada. It offers local, long distance, wireless, directory, and on-line multimedia services. Market capitalization was approximately \$3.0 billion and current indicative distribution yield was 5.6% as at October 24, 2007. The Shares trade on the TSX under the symbol MBT.

Manitoba Telecom Services Inc. (MBT) 10/01/2000 to 10/24/2007



### Manulife Financial Corporation (MFC)

Manulife Financial Corporation provides financial protection products and investment management services to individuals, families, businesses, and groups. It conducts operations in Canada, the United States, and Japan, as well as reinsurance operations on a global basis. Manulife Financial Corporation offers products such as annuities, pension products, life insurance, health insurance, and mutual funds. Market capitalization was approximately \$62.3 billion and current indicative distribution yield was 2.1% as at October 24, 2007. The Shares trade on the TSX under the symbol MFC.

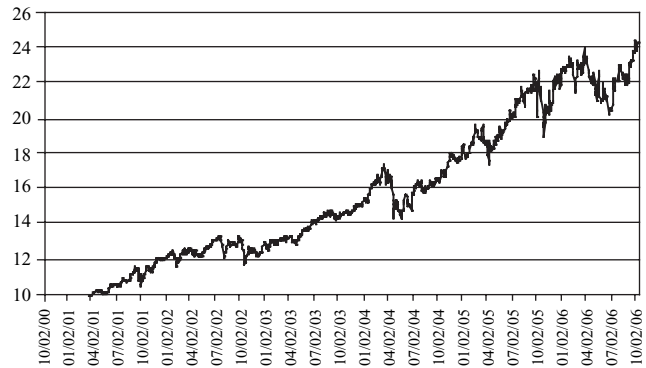
Manulife Financial Corporation 10/01/2000 to 10/24/2007



### RioCan Real Estate Investment Trust (REI-U)

RioCan Real Estate Investment Trust owns and manages a portfolio of income producing properties. Its' assets include retail, office, industrial, and recreational properties located in Canada. Market capitalization was approximately \$4.8 billion and current indicative distribution yield was 5.8% as at October 24, 2007. The Shares trade on the TSX under the symbol REI-U.

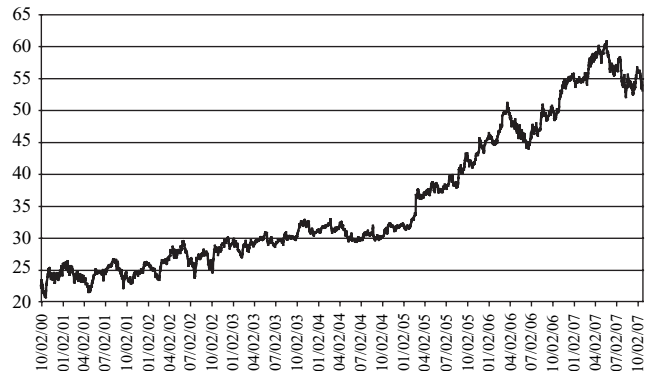
RioCan Real Estate Investment Trust (REI-U)  
10/01/2000 to 10/24/2007



### Royal Bank of Canada (RY)

Royal Bank of Canada provides personal and commercial banking, wealth management, and corporate and investment banking services. It serves individual and business customers through offices located worldwide. Royal Bank of Canada also serves its customers through the telephone, Internet, and personal computer. Market capitalization was approximately \$67.5 billion and current indicative distribution yield was 3.5% as at October 24, 2007. The Shares trade on the TSX under the symbol RY.

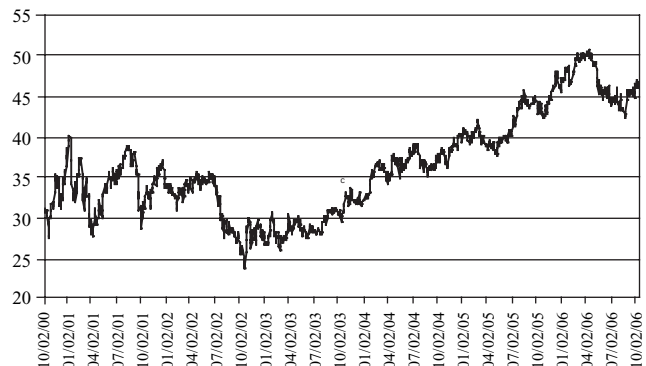
Royal Bank of Canada (RY) 10/01/2000 to 10/24/2007



### Sun Life Financial Inc. (SLF)

Sun Life Financial Inc. is an international financial services organization providing a diverse range of wealth accumulation and protection products and services. It provides insurance, mutual funds, annuities, pensions, investment management, trust services, and banking services. Sun Life Financial Inc. serves individuals and corporate customers worldwide. Market capitalization was approximately \$29.4 billion and current indicative distribution yield was 2.4% as at October 24, 2007. The Shares trade on the TSX under the symbol SLF.

Sun Life Financial (SLF) 10/01/2000 to 10/24/2007



### TransCanada Corporation (TRP)

TransCanada Corporation is the parent company of TransCanada PipeLines Limited. It is focused on natural gas transmission and power services. TransCanada's network of pipeline transports the majority of Western Canada's natural gas production to markets in Canada and the United States. It also has interests in power plants in Canada and the US. Market capitalization was approximately \$20.3 billion and current indicative distribution yield was 3.6% as at October 24, 2007. The Shares trade on the TSX under the symbol TRP.

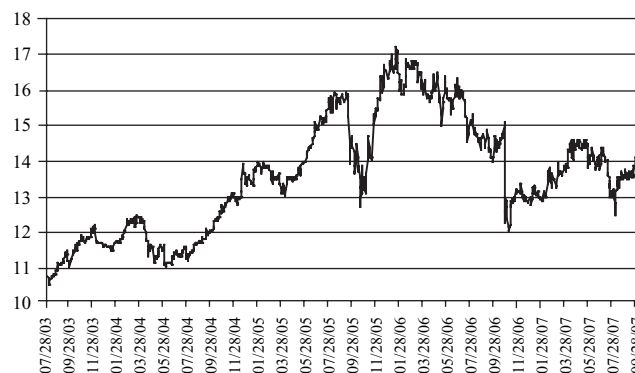
TransCanada Corporation (TRP) 10/01/2000 to 10/24/2007



### Yellow Pages Income Fund (YLO-U)

Yellow Pages Income Fund is an unincorporated, open-ended, limited purpose trust created to acquire and hold an interest in Yellow Pages Group LP. Yellow Pages Group L.P. is a Canadian telephone directories publisher and exclusive owner of the Yellow Pages, Pages Jaunes, and Fingers & Design trademarks in Canada. Market capitalization was approximately \$7.3 billion and current indicative distribution yield was 7.8% as at October 24, 2007. The Shares trade on the TSX under the symbol YLO-U.

Yellow Pages Income Fund (YLO-U) 07/28/2003 to 10/24/2007



### INTEREST ON SUBSCRIPTION PROCEEDS

Subscription proceeds submitted by Investors in advance of the Issue Date will be held in an account by the Selling Agent and will bear interest at an annual rate equal to 2%. A purchaser of Notes will receive credit for interest accruing on funds so delivered in the form of additional whole Notes. The number of additional Notes for a purchaser would equal the dollar amount of interest that would accrue on the funds delivered at a rate of 2% per annum from the date on which such funds are received, to but excluding the Issue Date, divided by the \$100 purchase price of a Note, rounded down to the nearest whole number. No fractional Notes will be issued. The purchaser will be required to include (in accordance with the detailed rules of the Act relating to the accrual and inclusion of interest) in computing its income for the purposes of the Act, the amount of such interest. Despite the delivery of such funds in respect of an offer to purchase Notes, the Bank reserves the right not to accept any such offer. If for any reason Notes are not issued to a person who has delivered such funds, delivered funds will be forthwith returned together with interest paid in cash at a rate of 2% per annum (calculated from the date the funds are received, to but excluding the date on which such funds are returned), subject to a minimum of \$100 and only in integral multiples of \$100 rounded down to the nearest integral multiple of \$100. The purchaser will be required to include (in accordance with the detailed rules of the Act relating to the accrual and inclusion of interest) in computing its income for the purposes of the Act, the amount of such interest. In any case, whether or not the Notes are issued, no other interest or other compensation will be paid to the purchaser in respect of delivered funds to or to the dealer or financial advisor representing such purchaser. The payment of any interest, whether or not in the form of additional Notes, is the responsibility of the Bank and the Selling Agent has no responsibility for the payment of such interest.

## 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 FundSERV and to obtain further information on FundSERV procedures applicable to those Investors.

Where an Investor’s purchase order for Notes is effected by a dealer or other firm through 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 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.

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

### FundSERV-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 from a distributor on 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 the Selling Agent in immediately available funds by no later than the Issue Date. Despite delivery of such funds, the Selling Agent 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.

A purchaser of Notes will receive credit for interest accruing on funds so delivered in the form of additional whole Notes. If for any reason Notes are not issued to a person who has delivered such funds, delivered funds will be forthwith returned together with interest paid in cash to the prospective purchaser’s dealer or financial advisor through FundSERV. See “Interest on Subscription Proceeds” for details, including the tax treatment of such interest. In any case, whether or not the Notes are issued, no other interest or other compensation will be paid to the purchaser in respect of delivered funds to or to the dealer or financial advisor representing such purchaser. The payment of any interest, whether or not in the form of additional Notes, is the responsibility of the Bank and the Selling Agent has no responsibility for the payment of such interest.

## **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 FundSERV; 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 FundSERV. Generally, this will mean the financial advisor will need to initiate such request by 1:00 p.m. (Toronto time) on a Business Day (or such other time as may hereafter be established by FundSERV). Any request received after such time will be deemed to be a request sent and received on the next following Business Day. Sale of the FundSERV-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 FundSERV by Scotia Capital Inc., minus (ii) any applicable Early Trading Charge (as outlined under “Secondary Trading of Notes”). The “net asset value” of a Note will factor in accrued interest, if any. The Investor should be aware that, although the “redemption” procedures of FundSERV would be utilized, the FundSERV-enabled Notes of the Investor will not be redeemed by the Selling Agent but rather will be sold in the secondary market to the Selling Agent. In turn, the Selling Agent 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.

The Selling Agent is the “fund sponsor” for the FundSERV-enabled Notes within FundSERV. 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 the Selling Agent’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 the Selling Agent’s Bid Price generally available to all Investors as at the relevant close of business, including clients of the Selling Agent.

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.

## **FEES AND EXPENSES ASSOCIATED WITH THE NOTES**

### **Program Fee**

The Notes will be subject to an annual Program Fee. The Program Fee will vary depending upon the relative allocation in the Portfolio between notional Shares and the Bonds. The Program Fee will be 1.95% for the portion of the Portfolio allocated to the Equity Account (including any Shares notionally acquired with the Loan in the case of a Leveraging Event or reinvestment) and 0.50% for the portion of the Portfolio allocated to the Bond Account. The Program Fee will be calculated daily and payable quarterly in arrears to Scotia Capital, as Calculation Agent of the Notes. The 0.50% Program Fee on the portion of the Portfolio allocated to the Bonds is produced by the coupon on the Bonds. The 1.95% Program Fee on the portion of the Portfolio allocated to the Equity Account is generated by selling Shares notionally held in the Equity Account in accordance with the Share Trading Formula. Fees of the Sub-Agent will be paid out of the portion of the Program Fee related to the Equity Account.

The Bank will pay selling agents who sell Notes an annual fee, paid quarterly, of 0.25% of the average daily value of the Equity Account during the first five years of the term of the Notes. This fee will be paid out of the Program Fee. **Program Fees and Loan interest associated with the Notes will be deducted from the Equity Account periodically during the term of the Notes and prior to determining the amount of the Variable Return, if any, payable at maturity.**

The Bank will also pay a selling fee to qualified selling group members of \$4.50 per Note sold.

### **Leverage**

For providing leverage to the Portfolio, Scotia Capital will receive the interest payable on funds notionally borrowed under the Loan, calculated at the annual interest rate equal to the one-month Bankers' Acceptance Rate plus 0.25% (4.94286% as of October 31, 2007), accrued daily and paid monthly. This interest will be paid out of the Equity Account periodically during the term of the Notes and prior to determining the amount of the Variable Return, if any, payable at maturity.

### **USE OF PROCEEDS**

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

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

In the opinion of McCarthy Tétrault LLP, counsel to the Bank, the following is, as of the date hereof, a summary of the principal Canadian federal income tax considerations generally applicable to the acquisition, holding and disposition of Notes by an Investor who purchases Notes at the time of their issuance (an "Initial Investor"). This summary is applicable only to an Initial Investor who is an individual (other than a trust) and, for the purposes of the Act, is a resident of Canada, deals at arm's length, and is not affiliated, with the Bank and holds Notes as capital property. The Notes will generally be considered to be capital property to an Initial Investor unless: (i) the Initial 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 Initial Investor acquired the Notes as an adventure or concern in the nature of trade. Certain Initial Investors resident in Canada 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 Initial Investor's other "Canadian securities" deemed to be capital property pursuant to subsection 39(4) of the Act. This summary does not apply to an Initial Investor that is a corporation, partnership or trust, nor does it apply to the payment or credit of interest on the subscription price referred to under "Interest on Subscription Proceeds".

This summary is based on the current provisions of the Act and the regulations thereunder as in force on the date hereof (the "Regulations"), counsel's understanding of the current administrative and assessing practices published in writing by the CRA and all specific proposals to amend the Act and Regulations publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof ("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. 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.**

## Variable Return

A Note is a “prescribed debt obligation” within the meaning of the Act. The rules in the Regulations applicable to a prescribed debt obligation generally require a taxpayer to accrue the amount of any interest, bonus or premium receivable in respect of the obligation over the term of the obligation, based on the maximum amount of interest, bonus or premium that could be payable on the obligation. Based in part on the CRA’s administrative practice with regard to prescribed debt obligations, there should be no deemed accrual of the Variable Return on the Notes under these provisions prior to the Maturity Date, provided that no Extraordinary Event or Protection Event has occurred.

When in a particular taxation year, as a result of an Extraordinary Event or a Protection Event, the Variable Return is determined, the portion of the Variable Return that has accrued from the date of purchase of the Note up to the anniversary date of the Note in that particular taxation year generally will be required to be included in the Initial Investor’s income, except to the extent that the amount was otherwise included in income for the taxation year or a preceding taxation year. Thereafter, in each of the following taxation years, the annual accrual rules in the Regulations applicable to a prescribed debt obligation will generally apply to include in the Initial Investor’s income, a portion of the Variable Return.

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

## Disposition of Notes

On a disposition of a Note to the Bank at the Maturity Date, an Initial 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 an Initial Investor’s income and will provide the Initial Investor with a copy of such return. The Initial 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 Initial Investor’s adjusted cost base of the Note and any reasonable costs of disposition.

In certain circumstances, where an Investor assigns or otherwise transfers a debt obligation (other than as a consequence of a repayment of a Note on the Maturity Date), 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 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. Other than in the event of an Extraordinary Event or a Protection Event, there should be no amount in respect of Variable Return that will be treated as accrued interest on an assignment or transfer of a Note prior to the Maturity Date. 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 an Initial 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 Initial Investor’s adjusted cost base of the Note and any reasonable costs of disposition. **Initial Investors who dispose of Notes prior to the Maturity Date should consult their tax advisors with respect to their particular circumstances.**

One-half of a capital gain realized by an Initial Investor must be included in the income of the Initial Investor. One-half of a capital loss realized by an Initial 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 Act.

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

## PLAN OF DISTRIBUTION

Each Note will be issued for a subscription price of 100% of the Principal Amount thereof (\$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 January 25, 2008. 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 \$4.50 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. The Selling Agent currently contemplates using the Sub-Agent in this capacity. The fees of the Sub-Agent will be paid out of the portion of the Program Fee related to the Equity Account. While the Selling Agent has agreed to use its best efforts to sell the Notes offered hereby, the Selling Agent will not be obligated to purchase any Notes which are not sold. For greater certainty, the Selling Agent may purchase Notes offered hereby as principal.

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

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

## DESCRIPTION OF THE BANK

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

The Bank is one of North America’s premier financial institutions and Canada’s most international bank. The Bank is a full-service financial institution, active in both domestic and international markets. In Canada, the

Bank provides a full range of retail, commercial, corporate, investment and wholesale banking services through its extensive network of branches and offices across Canada. With close to 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 our Mexico-based clients. The United States and European units provide corporate lending products as well as select non-lending products. Global Capital Markets represents the Bank's trading businesses and operates in Canada, the United States, Mexico, Western Europe and Asia. Global Capital Markets specializes in fixed income, derivatives, foreign exchange, and equity sales, trading and research, and through ScotiaMocatta, precious metals.

## **RISK FACTORS**

Investing in the Notes is subject to certain risks. Before reaching a decision to purchase Notes, a person should carefully consider a variety of risk factors including, but not limited to, the following:

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

A prospective investor should decide to invest in the Notes only after carefully considering with his or her advisors as to whether the Notes are a suitable investment in light of his or her investment objectives and the information set out in this Information Statement. None of the Bank (in its capacity as issuer and Calculation Agent), Scotia Capital Inc. (as Selling Agent), the Sub-Agent or their respective affiliates 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. The Notes will not provide Investors with an income stream or return prior to the Maturity Date and may not provide any return in excess of the Principal Amount on maturity. The Notes do not provide a return in excess of the Principal Amount at the Maturity Date that is calculated or determined with reference to a fixed or floating rate of interest. 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 Shares. The Principal Amount is only repaid if the Notes are held to the Maturity Date. The Notes are not conventional indebtedness. The Notes do not have a fixed yield and could produce no yield. Therefore, the Notes are not suitable investments for Investors who need or expect certainty of yield.

Investors should understand that the risk involved in this type of investment is greater than that normally associated with other types of investments. The Distributions, if any, on and the capital appreciation, if any, of the Shares may not be sufficient to generate any Variable Return on the Notes.

### **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 Equity Account performance exceeds all applicable Program Fees over the term of the Notes and certain events including Extraordinary Events and Protection Events do not occur. There can be no assurance that the Variable Return will be greater than zero, or that more than the Principal Amount will ever be payable with respect to the Notes. Moreover, the value of an investment in the Notes may diminish over time owing to inflation and other factors that adversely affect the present value of future payments. Accordingly, an investment in the Notes may result in a lower return when compared to alternative investments.

### **No Guaranteed Return on Notes**

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

### **Pledging**

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

### **Uncertain Return Until the Maturity Date**

There is no assurance that the Companies will be able to achieve their strategic objectives and there is no assurance that the Companies will be able to pay Distributions. In certain circumstances, a Company may suspend the payment of Distributions. If so, Investors of Notes will not enjoy the benefits of reinvestment of

notional Distributions in the Portfolio. It should be noted that past performance of the Shares is not necessarily indicative of future results. There is no guarantee that reinvested Distributions, if any, will not be offset by decreases in the value of the Shares such that, notwithstanding that Distributions have been reinvested, no Variable Return will be paid.

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 on whether it would be more favourable in the circumstances at any time to sell the Note (assuming the availability of a secondary market) or hold the Note 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.

### **Dependence on Management**

The Companies' success depends, as in the past, on the skill and acumen of their respective management teams. An investment in the Notes is, apart from the principal protected feature of the Notes, subject to the same risks as a direct equity investment in the Companies. If these individuals should cease to participate in the Companies' business and if satisfactory replacements cannot be found, the Companies' ability to carry out their business plans could be impaired. There can be no assurance that: (a) any Company's strategic objectives will be realized; (b) any Company's business strategies will prove successful; (c) any Company's Distribution policy can be maintained; or (d) the Company can avoid losses. Past performance of a Company or its Shares is not indicative of future returns.

### **Historical Performance of the Shares is not an Indication of Future Performance**

Variable Return, if any, will be determined on the basis of the performance of the notional Shares held in the Equity Account. The historical performance of the Shares is not necessarily indicative of the future performance of those Shares. The market values of the Shares will be influenced by complex and interrelated political, economic, financial and other factors.

### **Risks Relating to the Shares**

While the trading prices of the Shares will determine their market values, it is impossible to predict whether the market value of any Share will increase or decrease. Trading prices of the Shares will be influenced by both the complex and interrelated political, economic, financial and other factors that can affect the capital and commodity markets generally and the equity trading markets on which the underlying securities are traded, and by various circumstances that can influence the value of a particular Share.

### **Liquidity Risk and Secondary Trading of Notes**

The Notes are designed for Investors with long-term investment horizons who are prepared to hold the Notes to the Maturity Date. The Notes are not designed as a short-term investment.

The Principal Amount and Variable Return, if any, per Note are only payable at maturity. 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 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 through FundSERV for the Notes. 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. There is no assurance that any premium that may have been paid by an Investor having purchased Notes in the secondary market will be recouped. The price that the Selling Agent will pay to an Investor for a Note prior to the Maturity Date will be determined by the Selling Agent, acting in its sole discretion, and will be based on, among other things: (i) how much the value of the assets in the Portfolio have risen or fallen since the Issue Date; (ii) the fact that assets in the Portfolio will be reallocated from time to time between the Equity Account and the Bond Account during the term of the Notes; and (iii) a number of other interrelated factors including, without limitation, volatility of the value of the notional assets in the Portfolio, prevailing interest rates and the time remaining to the Maturity Date. The relationship among these factors is complex and may also be influenced by various political, economic and other

factors that can affect the trading price of a Note. In particular, Investors should realize that the secondary market price for the Notes: (i) may not rise and fall with changes in the trading prices of the Shares; and (ii) may be substantially affected by changes in current interest rates independent of performance of the notional assets in the Portfolio. Due to the method used to price the Variable Return, the expected value of the Variable Return may be substantially less than the value computed only with reference to the performance of the Equity Account. If an Investor sells Notes prior to maturity, the Investor may have to do so at a discount from the original Principal Amount even if the performance of the Portfolio has been positive 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 5.75% of the Principal Amount.

### **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 an Extraordinary Event has occurred, and may, as a consequence thereof and as a consequence of a Substitution Event, have to make certain determinations. While the Calculation Agent is required to make all 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. The Bank and its affiliates may also deal in the securities of each Company (including Shares) and may, where permitted, accept deposits from, make loans or otherwise extend credit to, and generally engage in any kind of commercial or investment banking or other business with any Company or any other person or entity having obligations relating to such Companies and may engage in proprietary trading in the Shares or in options, futures or derivatives relating to the Shares (including such trading as the Bank may deem appropriate, in its discretion, to hedge any risk in connection with the Notes) 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 value of the Shares and, thus, the Variable Return payable in respect of the Notes. The Bank and its affiliates may, whether by virtue of the relationships described above or otherwise, from time to time be in possession of information in relation to any Company 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 relationship or such information (whether or not confidential).

In addition, the Bank and its affiliates may, where permitted, accept deposits from, make loans to or otherwise extend credit to, and generally engage in any kind of commercial or investment banking or other business with any Company and may act with respect to such business in the same manner as it would if the Notes did not exist, regardless if any such action may trigger a Leveraging Event, a De-Leveraging Event or a Protection Event or otherwise have an adverse effect on the Shares and thus on the Variable Return, if any, payable in respect of the Notes.

### **Reallocation of the Portfolio**

If, pursuant to the Asset Allocation Calculation, assets are reallocated from the Equity Account to the Bond Account during the term of the Notes, such allocation will reduce the exposure of the Notes to the notional Shares. The amounts to be allocated between the Equity Account and the Bond Account will be determined in accordance with the Asset Allocation Calculation.

## **Fees and Transaction Costs**

In order for the payment at the Maturity Date to exceed the Principal Amount, the return on the notional assets in the Portfolio at the Maturity Date will have to exceed the aggregate fees and expenses paid in respect of the Notes during the term of the Notes.

## **Leverage**

It is possible to have exposure of up to 200% of the Gross Proceeds to the Shares. At inception, \$4.50 of the Loan will be drawn down and invested in the Equity Account. While such exposure exceeds 100% of the Net Proceeds, the Portfolio will have notionally borrowed money to acquire the additional notional Shares. The use of borrowed money creates an opportunity for increased exposure to the Shares and the potential of an increased return. At the same time, however, borrowing money creates special risks. Although the principal amount of funds notionally borrowed will be fixed, the value of the Shares may change during the time a borrowing is outstanding. Since any decline in value of the Shares will be borne entirely by the Portfolio (and not by those persons providing the borrowed money), a decline in the value of the Shares will result in a greater decrease in the Portfolio Performance than if no money was borrowed. Decreases in Portfolio Performance can lead to an increased allocation to the Bond Account under the Asset Allocation Calculation which will reduce the potential for the Notes to produce a Variable Return at maturity.

Notionally borrowing money will create interest expenses for Investors of the Notes. Scotia Capital will receive the interest payable on funds notionally borrowed under the Loan, calculated at an annual interest rate equal to the one-month Bankers' Acceptance Rate plus 0.25% accrued daily and paid monthly. The interest costs may exceed the return made from the borrowed funds. To the extent that the return on the notional Shares purchased with borrowed funds is greater than the interest the Notes will have to pay on the borrowed money, then the Portfolio Performance will be greater than the return if no funds were borrowed. Conversely, if the return from the notional Shares acquired with borrowed funds is not sufficient to cover the interest costs on the borrowed money, then the Portfolio Performance will be less than if no money was borrowed.

## **Regulatory Change**

Future regulatory changes in applicable jurisdictions could have a material adverse effect on the Companies and the Notes.

## **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.

## **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.

## **Protection Event**

If a Protection Event occurs then, for the remaining term of the Notes, the Notes will no longer have any exposure to the notional Shares. Following the occurrence of a Protection Event, any Variable Return on the Notes calculated as of the date of such occurrence will be notionally invested in the Bond Account and the proceeds will be paid to the Investor at the Maturity Date. If a Protection Event occurs, the possibility of an Investor receiving any Variable Return is significantly reduced.

## **Market Disruption Event**

If a Market Disruption Event occurs on any day, the determination of whether a Leveraging Event, De-Leveraging Event or Protection Event has occurred, and any resulting notional sales or purchases of Bonds or Shares or notional drawdowns or repayments of the Loan or notional receipts and reinvestments of

Distributions may be delayed. Fluctuations in the market prices of the notional Shares and in the market prices of a notional Bond may occur in the interim.

In the event that a Market Disruption Event occurs and continues for eight consecutive Business Days, the Calculation Agent may, in its discretion, determine the market value of the Affected Share for purposes of the Asset Allocation Calculation or, alternatively, designate the occurrence of such event as an Extraordinary Event. 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 Market Disruption Event not occurred. See “Description of the Notes — Special Circumstances — Market Disruption Event” and “Description of the Notes — Special Circumstances — Extraordinary Event”.

A Market Disruption Event may also constitute a Substitution Event, in which case, the Calculation Agent may, in its discretion, substitute the Impacted Share with a different share or income trust unit. This may affect the Variable Return, if any, realized by Investors of Notes. See “Description of the Notes — Special Circumstances — Substitution Event”.

A Market Disruption Event may also result in a delay in payment of the Variable Return, if any. If a Market Disruption Event occurs and is not resolved by the fifteenth Business Day before the Maturity Date, payment of the Principal Amount will occur on the Maturity Date, and payment of the Variable Return, if any, will occur as soon as practicable following resolution of the Market Disruption Event and, in any event, no later than 180 days after the Maturity Date.

### **Extraordinary Event**

If an Extraordinary Event occurs, the Notes may no longer have exposure to the Equity Account and may have exposure only to the Bond Account. Following the occurrence of an Extraordinary Event, the Notes will not participate in any return that may have been realized on the notional Shares following an Extraordinary Event. If an Extraordinary Event occurs, the possibility of an Investor receiving any Variable Return may be significantly reduced. See “Description of the Notes — Special Circumstances — Extraordinary Event”.

### **Adjustments In Special Circumstances**

In certain circumstances, the Calculation Agent may replace a notional Share notionally held in the Equity Account with a different notional share or notional income trust unit. If so, the Calculation Agent may, in its discretion, make certain adjustments to the determination of Variable Return, to account equitably for those circumstances. A Substitution Event may adversely affect the Variable Return, if any, realized by Investors of Notes. See “Description of the Notes — Special Circumstances”.

### **No Independent Calculation**

As part of its responsibilities, the Calculation Agent, acting reasonably, will be solely responsible for computing the NAV per Note based on the calculations of the Portfolio Performance and the Asset Allocation Calculation made by the Calculation Agent. No independent calculation agent will be retained to make or confirm the determinations and calculations made by the Calculation Agent.

### **Risks Relating to the Companies**

The Variable Return, if any, payable on the Notes is linked to the performance of the Portfolio which, in turn, is based on the performance of the Shares. Accordingly, certain risk factors applicable to investors who invest directly in Shares are also applicable to an investment in Notes to the extent that such risk factors could adversely affect the Distributions made by, and the performance of, the Company. Reference is made to the continuous disclosure records of the Companies, which may be obtained at [www.sedar.com](http://www.sedar.com). Investors are urged to review the salient risk factors applicable to each Company prior to making an investment decision with respect to the Notes. The Bank is not affiliated with any of the Companies and has not performed any due diligence investigation or review of them. Neither the Bank, the Selling Agent or their respective affiliates assume any responsibility for the adequacy of the information concerning the Companies contained in this Information Statement or publicly available. Prospective investors should undertake an independent

investigation of the Companies as they deem necessary to allow them to make an informed decision with respect to an investment in the Notes.

### **No Control over Management**

Since the Portfolio is notional only, Investors will have no ownership or other interest in the Shares or Bonds comprising the Portfolio other than the right to be paid a return, if any, on the Notes based on the performance of the Portfolio. There will be no control over the management of any entity whose securities are reflected in the Portfolio. The performance of the Notes will depend in part on the ability and success of the management of the Companies, in addition to general economic and market factors.

### **Diversification and Concentration**

Although the Equity Account, as of the Issue Date, will be equally weighted as among the Shares of each Company, changes in market values of the Shares from and after the Issue Date coupled with the Share Trading Formula may result in the Equity Account having a higher weighting or concentration to the Shares of one or more Companies over time, which would reduce the diversification of the Equity Account.

### **No Ownership of Shares or Bonds**

The Notes will not entitle an Investor to any direct or indirect ownership of or entitlement to Shares, Bonds or assets notionally held in the Portfolio. As such, an Investor will not be entitled to the rights and benefits of a shareholder or unitholder or any other securityholder of any Company, including any right to receive Distributions or dividends or to vote at or attend meetings of unitholders or securityholders of any Company.

Owning the Notes is different from owning Shares. The Notes do not represent a direct substitute for an investment in the Companies. Investing in the Notes provides the opportunity to participate in the value of the Portfolio, while receiving at the Maturity Date repayment of the Principal Amount invested in each Note. As such, the Notes serve as a way of participating in the appreciation in the Shares, if any, based on the Portfolio Performance, while assuring the ultimate return of the Principal Amount invested on the Maturity Date.

### **Share Prices**

Investors should recognize that it is impossible to know whether the value of the notional Shares comprising the Equity Account at any time will rise or fall. Trading prices of the Shares may be influenced by complex and inter-related political, economic, financial and other factors that can affect the capital markets generally or the equity trading markets on which Shares are trading.

### **Income Trust Risk**

The Specified Investment Flow-Through Legislation (“SIFT”), first announced on October 31, 2006, has been enacted. These rules will impose a tax at the trust level on distributions of certain income from a SIFT trust at a rate of tax comparable to the combined federal and provincial corporate tax rate. Certain Companies in the Portfolio are, and new Companies in the Portfolio following the occurrence of certain events may be, SIFT trusts. As a result of the SIFT rules, the after-tax value of Distributions, if any, paid on the Shares of Companies that are SIFT trusts may be reduced, which could negatively affect the value of the Equity Account. As a result of the SIFT rules, entities affected by such rules, including certain of the Companies, may seek to restructure which could impact the trading prices of the relevant Shares and, therefore, the value of the Equity Account.

### **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 business and prospects of the Companies and the Shares. 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 the Notes or 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

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

“**Affected Share**” means a Share affected by a Market Disruption Event.

“**Allocation Event**” has the meaning ascribed thereto under “Summary — Asset Allocation Calculation”.

“**Asset Allocation Calculation**” has the meaning ascribed thereto under “Summary — Asset Allocation Calculation”.

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

“**Bankers’ Acceptance Rate**” means, in respect of calculating interest on the Loan for a particular calculation period, the arithmetic average as determined by the Calculation Agent of the rates for Canadian dollar bankers’ acceptances having a comparable face amount and identical maturity date to such bankers’ acceptance appearing on Reuters Screen CDOR Page “Canadian Interbank Bid BA Fee Rates” (or such other page as the Calculation Agent shall designate which replaces that page for the purpose of displaying rates quoted for such bankers’ acceptances) at approximately 10:00 a.m. (Toronto time) on the first Business Day of the calculation period.

“**Bid Price**” has the meaning ascribed thereto under “Summary — Secondary Market”.

“**BNS diversiCAPITAL Notes**” has the meaning ascribed thereto under “Summary-Issue Size”.

“**Bond**” or “**Bonds**” means notional 0.50% coupon bonds issued by the Bank maturing on the Maturity Date.

“**Bond Account**” means the book-entry account comprising part of the Portfolio that may notionally hold Bonds.

“**Business Day**” means any day, other than a Saturday, a Sunday or any day in which the Bank is closed in Toronto, Ontario.

“**Calculation Agent**” means Scotia Capital or its delegate.

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

“**Companies**” mean, initially: AGF Management Limited, Bank of Montreal, Canadian Imperial Bank of Commerce, CI Financial Income Fund, Enbridge Inc., Great-West Lifeco Inc., Inter Pipeline Fund, Manitoba Telecom Services Inc., Manulife Financial Corporation, RioCan Real Estate Investment Trust, Royal Bank of Canada, Sun Life Financial Inc., TransCanada Corporation and Yellow Pages Income Fund.

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

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

“**De-Leveraging Event**” has the meaning ascribed thereto under “Summary — Asset Allocation Calculation”.

“**Delisting**” means, in respect of a Share, that the relevant primary Exchange (as determined by the Calculation Agent) announces that, pursuant to the rules of such Exchange, the Shares cease (or will cease) to be listed, traded or publicly quoted on such Exchange for any reason (other than a Merger Event) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as such Exchange.

“**Distance**” has the meaning ascribed thereto under “Summary — Asset Allocation Calculation”.

“**Distribution**” means a distribution, if any, by a Company on Shares paid and received in cash or Shares, unless such distributed Shares are consolidated into the Shares outstanding immediately prior to such distribution or any other similar transaction is effected by the Company so that the net effect to Investors of Shares is not the receipt of cash or additional Shares.

“**Domicile Change**” means, in respect of a Share, the Company that issued such Share ceases to be Canadian, as determined by the Calculation Agent.

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

**“Equity Account”** means the book-entry account comprising part of the Portfolio that may notionally hold Shares and cash.

**“Equity Account Value”** or **“EAV”** has the meaning ascribed thereto under “Summary — Asset Allocation Calculation”.

**“Exchange”** means in respect of a Share on a particular date, the exchange(s) or applicable trading system(s) on which the Share is listed, quoted or traded.

**“Exchange Business Day”** means, in respect of a Share, any day on which each Exchange and each Related Exchange for that Share are scheduled to be open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

**“Extraordinary Event”** means any of the following events that occur between the Issue Date and the Maturity Date where the Calculation Agent acting in its sole and absolute discretion determines to designate such event as an Extraordinary Event: (i) the winding-up, dissolution, liquidation of any Company or other cessation of trading of any Shares; (ii) a material modification of the terms and conditions attached to any Shares (including but not limited to a material modification of the constating documents of the relevant Company) or the occurrence of any event or change having a material adverse effect on any Shares (including, but not limited to, the interruption, breakdown or suspension for a significant period of time of trading of the Shares on any stock exchange, market or quotation system; (iii) any relevant activities of or in relation to a Company or its management are or become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any present or future law, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof; (iv) a relevant authorisation or licence is revoked or is under review by a competent authority in respect of a Company; (v) any change in or in the official interpretation or administration of any laws or regulation relating to taxation that has or is likely to have a material adverse effect on any holder of the Share or in respect of any hedge established in connection with the Offering; (vi) the Bank is unable to effectively acquire, establish, reestablish, substitute, maintain, modify or unwind, any hedge transaction in connection with the Offering or to realize, recover or remit the proceeds of any such hedging transaction; (vii) an increase in the cost of acquiring, establishing, re-establishing, substituting, maintaining, modifying, unwinding or disposing of any hedging transaction entered into connection with the Offering or in the cost of realizing, recovering or remitting the proceeds of any such hedging transaction; (viii) as a result of any adoption of, or any change in, any law, order, regulation, decree or notice, howsoever described, 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, howsoever described, after such date or as a result of any other event: (1) it would become unlawful for any holder of a Share to hold, purchase or sell any Shares; (2) the cost of investing in any Shares would materially increase, other than ordinary course increases in the market value of Shares; or (3) a holder of a Share would be subject to a material loss as a result of holding any Shares; or (ix) a Market Disruption Event continues in effect for eight or more consecutive Business Days.

**“Floor”** has the meaning ascribed thereto under “Summary — Asset Allocation Calculation”.

**“Gross Proceeds”** means \$100 per Note.

**“Impacted Share”** has the meaning ascribed thereto under “Description of the Notes — Special Circumstances — Substitution Event”.

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

**“Insolvency”** means, in respect of a Share, that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the applicable Company: (i) all of the Shares of that Company are required to be transferred to a trustee, liquidator or other similar official; or (ii) holders of the Shares of such Company become legally prohibited from transferring them.

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

**“Issue Date”** has the meaning ascribed thereto under “Summary — Issue Date”.

**“Issue Price”** means \$100 per Note.

**“Leveraging Event”** has the meaning ascribed thereto under “Summary — Asset Allocation Calculation”.

**“Loan”** has the meaning ascribed thereto on the cover page.

**“Market Disruption Event”** means, in respect of a Share, 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 a material adverse effect on the ability of equity dealers generally to acquire, establish, re-establish, substitute, maintain, unwind or modify hedges of positions in respect of such Share. A Market Disruption Event may include, without limitation, any of the following events: (i) any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (a) relating to the Share(s) on the Exchange(s); or (b) in futures or options contracts or futures contracts relating to the relevant Share(s) on any relevant Related Exchange; (ii) the closure (“Early Closure”) on any Exchange Business Day of the relevant Exchange(s) or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of: (a) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day; and (b) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the close of trading on such Exchange Business Day; (iii) any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general: (a) to effect transactions in, or obtain market values for, the Share(s) on the Exchange(s); or (b) to effect transaction in, or obtain market values for, futures or options contracts relating to the Share(s) on any relevant Related Exchange; (iv) the failure on any Exchange Business Day of the relevant Exchange(s) of the relevant Share(s) or any Related Exchange to open for trading during its regular trading session; (v) the enactment, publication, decree or other promulgation of any statute, regulation, rule or order of any court or other governmental authority which would make it unlawful or impracticable for the Bank or the Calculation Agent to perform its obligations under the Notes or for equity dealers generally to acquire, establish, re-establish, substitute, maintain, unwind or modify hedges of positions in respect of such Share; (vi) 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 a material adverse effect on the financial markets of Canada or a country in which any applicable Exchange or Related Exchange is located; or (vii) any outbreak or escalation of hostilities or other national or international calamity or crisis (including, without limitation, natural calamities) which has or would have a material adverse effect on the ability of the Bank or the Calculation Agent to perform its obligations under the Notes or of equity dealers generally to place, maintain or modify hedges of positions with respect to such Share or a material and adverse effect on the Canadian economy or the trading of securities generally on any relevant Exchange or Related Exchange.

**“Maturity Date”** means May 21, 2014.

**“Merged Company”** means the merged entity following a Merger Event in respect of a Company.

**“Merger Date”** means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent in its sole discretion.

**“Merger Event”** means, in respect of a Share, any: (i) reclassification or change of the Share that results in a transfer of or an irrevocable commitment to transfer all of such Shares outstanding to another entity or person; (ii) consolidation, amalgamation, merger or binding Share exchange of the relevant Company with or into another entity or person (other than a consolidation, amalgamation, merger or binding Share exchange in which such Company is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding); (iii) take-over offer, tender offer, exchange offer, solicitation, proposal or other event by any entity

or person to purchase or otherwise obtain 100% of the outstanding Shares of such Company that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person); (iv) consolidation, amalgamation, merger or binding Share exchange of such Company or its subsidiaries with or into another entity in which such Company is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by the other entity) immediately prior to such event collectively representing less than 50% of the outstanding Shares immediately following such event (commonly referred to as a “reverse merger”).

“**Merger Shares**” means equity securities received from a Merged Company in respect of Shares.

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

“**Nationalization**” means, in respect of a Share, that all such Shares or all or substantially all of the assets of the applicable Company are nationalized, expropriated or otherwise required to be transferred to any governmental agency, authority or entity.

“**NAV**” has the meaning ascribed thereto under “Summary — Asset Allocation Calculation”.

“**NAV<sub>FINAL</sub>**” has the meaning ascribed thereto under “Summary — Variable Return Calculation”.

“**Net Proceeds**” means \$95.50 per Note.

“**Notes**” means The Bank of Nova Scotia — diversiCAPITAL Focused Income & Growth Deposit Notes (Total Return), Series 1 offered by this Information Statement.

“**Participants**” has the meaning ascribed thereto under “Summary — Book-Entry Only Registration”.

“**Portfolio**” has the meaning ascribed thereto under “Summary”.

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

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

“**Program Fee**” has the meaning ascribed thereto under “Summary — Fees and Expenses”.

“**Protection Event**” has the meaning ascribed thereto under “Summary — Asset Allocation Calculation”.

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

“**Regulatory Event**” means any change, in or in the interpretation or administrations of, any law or regulation that may potentially adversely affect the Investors of Notes.

“**Related Exchange**” means, in respect of a Share, any exchange or trading system on which futures or options on such Share are listed or traded from time to time.

“**Replaced Shares**” means notional Shares exchanged in the context of a Merger Event for notional Merger Shares.

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

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

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

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

“**Selling Agent Fees**” has the meaning ascribed thereto under “Summary — Selling Expenses”.

**“Share Trading Formula”** means the formula to be followed by the Calculation Agent, after the initial notional purchase of Shares for the Equity Account following the Issue Date, with respect to notional purchases and sales of Shares for the Equity Account (including reinvestments of Distributions, if any) whereby such purchases and sales will be made (utilizing then prevailing market values at any point in time during the relevant day as determined by the Calculation Agent) pro rata based on the relative percentage of the market value of the Equity Account then represented by each Share, based on then prevailing market values at any point in time during the relevant day as determined by the Calculation Agent.

**“Sub-Agent”** means DiversiCAPITAL.

**“Substituted Share”** means a notional security replacing a notional Share in the Portfolio upon the occurrence of a Substitution Event.

**“Substitution Event”** means, in respect of a notional Share any event which, in the determination of the Calculation Agent, has adversely affected or may potentially adversely affect the liquidity of the Share (as compared with its liquidity at the Issue Date) and may include, but is not limited to: (i) a Nationalization; (ii) an Insolvency; (iii) a Regulatory Event; (iv) a Domicile Change; (v) a Delisting; or (vi) any Merger Event in respect of such Share that is deemed by the Calculation Agent, in its sole discretion, to be a Substitution Event.

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

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



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