

DATED March 19, 2014

THE BANK OF NOVA SCOTIA
as Issuer

THE BANK OF NOVA SCOTIA, London Branch
as Principal Paying Agent and Registrar

CITIBANK N.A., London Branch
as Authentication Agent

AGENT APPOINTMENT AGREEMENT

relating to

THE BANK OF NOVA SCOTIA
U.S.\$15,000,000,000
GLOBAL REGISTERED COVERED BOND PROGRAM

THIS AGENT APPOINTMENT AGREEMENT is made as of March 19, 2014

BETWEEN:

1. **THE BANK OF NOVA SCOTIA** (the "*Bank*") as issuer (the "*Issuer*");
2. **THE BANK OF NOVA SCOTIA, London Branch** as Principal Paying Agent and Registrar (the "*Principal Paying Agent*"); and
3. **CITIBANK N.A., London Branch** as Authentication Agent (the "*Authentication Agent*").

WHEREAS:

(A) Certain of the parties hereto are parties to an Amended and Restated Agency Agreement dated September 24, 2013 (the "*Agency Agreement*") in respect of the Program.

(B) The Issuer proposes to issue from time to time Covered Bonds pursuant to the Agency Agreement.

(C) Pursuant to the terms of the Agency Agreement, following receipt of an electronic copy of the Final Terms Document from the Issuer in respect of the first Tranche of any Series of Covered Bonds, the Principal Paying Agent or the Registrar shall authenticate (or procure the authentication of) the relevant Global Covered Bonds and, in the case of the Principal Paying Agent, deliver the Temporary Global Covered Bond and/or Permanent Global Covered Bond to the Common Depository (if the Bearer Global Covered Bond is a CGCB) or Common Safekeeper (if the Bearer Global Covered Bond is an NGCB) for Euroclear and Clearstream, Luxembourg and, in the case of a Bearer Global Covered Bond which is a Eurosystem-eligible NGCB, instruct the Common Safekeeper to effectuate the same.

(D) Pursuant to the terms of the Agency Agreement, where a Temporary Global Covered Bond is to be exchanged for a Permanent Global Covered Bond, the Principal Paying Agent is authorized by the Issuer and instructed, (i) in the case of the first Tranche of any Series of Bearer Covered Bonds, to authenticate the Permanent Global Covered Bond, (ii) in the case of the first Tranche of any Series of Bearer Covered Bonds, if the Permanent Global Covered Bond is a CGCB, to deliver the Permanent Global Covered Bond to the Common Depository which is holding the Temporary Global Covered Bond representing the Tranche for the time being on behalf of Euroclear and/or Clearstream, Luxembourg to hold on behalf of the Issuer pending its exchange for the Temporary Global Covered Bond and on exchange entering the details of such exchange or, in the case of a partial exchange, entering details of the partial exchange, of the Temporary Global Covered Bond in the relevant spaces in Schedule 2 of the Agency Agreement of both the Temporary Global Covered Bond and the Permanent Global Covered Bond, (iii) in the case of the first Tranche of any Series of Bearer Covered Bonds, if the Permanent Global Covered Bond is an NGCB, to deliver the Permanent Global Covered Bond to the Common Safekeeper which is holding the Temporary Global Covered Bond representing the Tranche for the time being on behalf of Euroclear and/or Clearstream, Luxembourg to effectuate (in the case of a Permanent Global Covered Bond which is a Eurosystem-eligible NGCB) and to hold on behalf of the Issuer pending its exchange for the Temporary Global Covered Bond and on exchange entering the details of such exchange or, in the case of a partial exchange, entering details of the partial exchange, of the Temporary Global Covered Bond in the relevant spaces in Schedule 2 of both the Temporary Global Covered Bond and the Permanent Global Covered Bond and instruct the ICSDs to make the appropriate entries in their records; (iv) in the case of a subsequent Tranche of any Series of Bearer Covered Bonds, if the Permanent Global Covered Bond is a CGCB, to attach a copy of the applicable Final Terms Document to the Permanent Global Covered Bond applicable to the relevant Series and to enter details of any exchange in whole or part as stated above and instruct the ICSDs to make the appropriate entries in their records; (v) in the case of a subsequent Tranche of any Series of Bearer Covered Bonds, if the Permanent Global Covered Bond is an NGCB, to deliver the applicable Final Terms Document to the Common Safekeeper for attachment to the Permanent Global Covered Bond applicable to the relevant Series.

(E) Pursuant to the terms of the Agency Agreement, upon notice from Euroclear or Clearstream, Luxembourg (in the case of Bearer Covered Bonds only) pursuant to the terms of the relevant Bearer

Global Covered Bonds or upon the Issuer becoming obliged pursuant to Condition 2 (in the case of Registered Covered Bonds only) to issue Definitive Covered Bonds, the Principal Paying Agent (in the case of Bearer Covered Bonds) and the Registrar (in the case of Registered Covered Bonds) are each authorized to: (i) authenticate such Definitive Covered Bonds in accordance with the provisions hereof; and (ii) deliver such Definitive Covered Bonds, in the case of Bearer Definitive Covered Bonds, to or to the order of Euroclear and/or Clearstream, Luxembourg or, in the case of Registered Definitive Covered Bonds, as the Registrar may be directed by the registered holder of such Registered Definitive Covered Bonds.

(F) The Principal Paying Agent and the Registrar each wish to appoint Citibank N.A., London Branch as its agent to authenticate Covered Bonds and deliver the authenticated Covered Bonds to the Common Depository or the Common Safekeeper, as applicable, or otherwise as instructed and to perform other duties incidental thereto.

IT IS AGREED as follows:

1. DEFINITIONS

(A) All terms with initial capitals used herein without definition have the same meanings given to them in the Master Definitions and Construction Agreement (as defined in the Agency Agreement).

2. APPOINTMENT

(A) Appointment of Citibank N.A., London Branch: In connection with the Program, the Principal Paying Agent and the Registrar each hereby appoints Citibank N.A., London Branch as its agent to:

- (1) authenticate Temporary Global Covered Bonds, Permanent Global Covered Bonds, Bearer Global Covered Bonds and Definitive Covered Bonds (collectively, the "Authenticated Bonds") in each case in accordance with the provisions of the Agency Agreement; and
- (2) (i) deliver each Authenticated Bond to the Common Depository or the Common Safekeeper, as applicable (or as otherwise directed by the Principal Paying Agent) and (ii) advise the Principal Paying Agent and the Registrar once the Authenticated Bond has been authenticated and delivered;

in each case, in accordance with the written instructions of the Principal Paying Agent or the Registrar, as applicable.

3. CONSENT OF ISSUER

The Issuer consents and agrees to the appointments set out herein.

4. COVERED BONDS NOT ISSUED

If any Covered Bond is not to be issued on a given Issue Date, the Principal Paying Agent shall immediately notify the Authentication Agent. Upon receipt of such notice, the Authentication Agent shall thereafter not authenticate or release the relevant Covered Bonds but shall return each such Covered Bond, unauthenticated, to the Principal Paying Agent.

5. ACKNOWLEDGEMENT OF RECEIPT

The Authentication Agent acknowledges receiving a copy of the Agency Agreement and the Master Definitions and Construction Agreement.

6. TERMS AND CONDITIONS

(A) The Authentication Agent accepts its obligations herein set out upon the terms and conditions hereof.

- (B) The Principal Paying Agent, the Registrar and the Issuer agree the Authentication Agent may in connection with its services hereunder rely upon the terms of any notice, communication or other document, including for the avoidance of doubt, any notice, communication or other document which is sent by facsimile transmission, reasonably believed by it to be genuine.
- (C) The Authentication Agent shall only be obliged to perform the duties set out herein and such other duties as are necessarily incidental thereto. In acting hereunder and in connection with the Covered Bonds, the Authentication Agent shall act solely as agent of the Principal Paying Agent, the Registrar and the Issuer and will not thereby assume any obligations towards or relationship of agency or trust for any holders of Covered Bonds, Coupons or Talons (if any). The Authentication Agent shall not be responsible for or liable in respect of the authorisation, validity or legality of any Covered Bonds, Coupons or Talons (if any) or any act or omission of any other person (except to the extent that such liability arises out of any breach of contract, negligence, bad faith or wilful default on the part of the Authentication Agent or that of its officers, employees or agents).
- (D) The Authentication Agent may purchase, hold and dispose of beneficial interests in a Note and may enter into any transaction (including, without limitation, any depository, trust or agency transaction) with the Issuer or any holders or owners of any Covered Bonds or with any other party hereto in the same manner as if it had not been appointed as the Authentication Agent.

7. RESIGNATION; REMOVAL; SUCCESSOR

- (A) Resignation: The Authentication Agent may resign its appointment hereunder at any time by giving to the Principal Paying Agent not less than 60 days' written notice to that effect, with a copy to the Issuer.
- (B) Appointment: The Principal Paying Agent may appoint additional Authentication Agents and/or terminate the appointment of any Authentication Agent by giving to such Authentication Agent not less than 60 days' written notice to that effect, with a copy to the Issuer.
- (C) Termination of Appointment: The appointment of the Authentication Agent shall forthwith terminate if at any time the Authentication Agent becomes incapable of acting, or is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver, administrator or other similar official of all or any substantial part of its property or admits in writing its inability to pay or meet its debts as they mature or suspends payment thereof, or if a resolution is passed or an order made for the winding up or dissolution of the Authentication Agent, or if a receiver, administrator or other similar official of the Authentication Agent or all or any substantial part of its property is appointed, or if any order of any court is entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency law, or if any public officer takes charge or control of the Authentication Agent or its property or affairs for the purpose of rehabilitation, conservation, administration or liquidation.
- (D) Merger: Any corporation into which the Authentication Agent may be merged or converted or any corporation with which the Authentication Agent may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the Authentication Agent shall be a party shall, to the extent permitted by applicable law, be the successor Authentication Agent under this Agreement without any further formality. Notice of any such merger, conversion or consolidation shall promptly be given to the Issuer, the Principal Paying Agent.
- (E) Release: Upon any resignation taking effect under Section 7(A) above or any termination under Section 7(B) or 7(C) above, the Authentication Agent shall:

- (1) without prejudice to any accrued liabilities and obligations, be released and discharged from any further obligations under this Agreement (other than the provisions of Section 7(E) of this Agreement, which survive termination of this Agreement); and
- (2) promptly transfer all papers (including any unissued and/or unauthenticated Covered Bonds held by it hereunder) to the Principal Paying Agent and provide reasonable assistance to its successor and to the Principal Paying Agent and the Registrar for the discharge by it of its duties and responsibilities hereunder.

8. INDEMNITY

- (A) Issuer: The Issuer undertakes to indemnify and hold harmless the Authentication Agent and its officers, employees or agents on demand by the Authentication Agent against any losses, liabilities, costs, expenses, claims, actions or demands which the Authentication Agent may incur or which may be made against the Authentication Agent, as a result of or in connection with the appointment of or the exercise of or performance of the powers, discretions, authorities and duties of the Authentication Agent under this Agreement, except any that result from its own negligence, bad faith or wilful default or that of its officers, employees or agents, or from its own breach of contract, except where such breach of contract is caused by events beyond the reasonable control of the Authentication Agent including, but not limited to, any malfunction, interruption of or error in the transmission of information caused by any machines or system or interception of communication facilities, abnormal operating conditions or acts of God.
- (B) Agents: The Authentication Agent shall indemnify and hold harmless the Issuer and its respective officers, employees or agents against any loss, liability, cost, expense, claim, action or demand which the Issuer may incur or which may be made against the Issuer as a result of the Authentication Agent's own negligence, bad faith or wilful default or that of its officers, employees or agents. Notwithstanding the foregoing, under no circumstances will the Authentication Agent be liable to the Issuer or any other party to this Agreement for any consequential loss (being loss of business, goodwill, opportunity or profit), even if advised of the possibility of such loss or damage.
- (C) The indemnities set out above shall survive any termination of this Agreement.

9. NOTICE

For the purposes of the Agency Agreement, the details of Citibank N.A., London Branch for service of notices are as follows:

Citibank, N.A., London Branch
 Citigroup Centre
 Canada Square
 Canary Wharf
 London E14 5LB

10. COUNTERPARTS

This Agreement may be signed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement and any party may enter into this agreement by executing a counterpart.

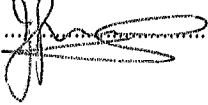
11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

IN WITNESS whereof the parties have executed this Agreement on the date stated at the beginning.

THE ISSUER

THE BANK OF NOVA SCOTIA

By: 

THE PRINCIPAL PAYING AGENT

THE BANK OF NOVA SCOTIA, LONDON BRANCH

By:

THE AUTHENTICATION AGENT

CITIBANK N.A., LONDON BRANCH

By:

IN WITNESS whereof the parties have executed this Agreement on the date stated at the beginning.

THE ISSUER

THE BANK OF NOVA SCOTIA

By:

THE PRINCIPAL PAYING AGENT

THE BANK OF NOVA SCOTIA, LONDON BRANCH

By: *mbh* *pc*
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MARK CAPLAN

JANji
JANEGI

THE AUTHENTICATION AGENT

CITIBANK N.A., LONDON BRANCH

By:

IN WITNESS whereof the parties have executed this Agreement on the date stated at the beginning.

THE ISSUER

THE BANK OF NOVA SCOTIA

By:

THE PRINCIPAL PAYING AGENT

THE BANK OF NOVA SCOTIA, LONDON BRANCH

By:

THE AUTHENTICATION AGENT

CITIBANK N.A., LONDON BRANCH

By: 

Georgia L. Ford
Vice President