

**BUSINESS DEVELOPMENT  
BANK OF CANADA**

**BANQUE DE  
DEVELOPPEMENT DU  
CANADA**

**GLOBAL NOTE - MEDIUM TERM NOTE PROGRAM  
4.75% NOTE DUE AUGUST 2, 2011**

**PRINCIPAL AMOUNT: CAD \$100,000,000.00**

**Business Development Bank of Canada** (“BDC”) for value received, hereby promises to pay to

**CDS & CO**

as nominee of the CDS Clearing and Depository Services Inc. (“CDS”) or its registered assigns on the date of maturity or early redemption at the address specified on the reverse hereof, the Principal Amount and accrued interest thereon, in lawful money of Canada upon due representation and surrender of this Note.

The Terms and Conditions that appear on the back and schedule “A” form part of this Note.

DATED: August 2, 2007

Date of registration: August 2, 2007

**BUSINESS DEVELOPMENT BANK OF CANADA**

Per: \_\_\_\_\_  
Vice-President & Treasurer

Per: \_\_\_\_\_  
Assistant General Counsel

**NOTICE**

UNLESS THIS GLOBAL NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE CDS CLEARING AND DEPOSITORY SERVICES INC. (“CDS”), OR ITS LAWFUL SUCCESSOR, TO BDC OR ITS REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY GLOBAL NOTE ISSUED IS REGISTERED IN THE NAME OF CDS & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS, OR TO SUCH OTHER ENTITY AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), ANY TRANSFER, PLEDGE OR OTHER USE THEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, SINCE THE REGISTERED OWNER HEREOF, CDS & CO., HAS AN INTEREST THEREIN.

**GENERAL**

1. This Global Note is registered in the name of the nominee of CDS and held by CDS. Beneficial interests in this Global Note are represented through book entry accounts, to be established and maintained by CDS, for financial institutions acting on behalf of beneficial owners as direct and indirect participants of CDS. BDC will not have any responsibility or liability for maintaining, supervising or reviewing any records of CDS relating to such beneficial interests or for any aspect of the records of CDS relating to payments made by CDS on account of beneficial interests in this Global Note.
2. After initial registration in the name of CDS, certified hereon by BDC, no transfer of this Global Note shall be valid unless made upon the Note Register kept by BDC or such registrar as it may appoint. This Global Note may only be assigned by CDS to the replacement depository that might be appointed by BDC. This Global Note may not be split nor mortgaged nor granted any security interests and may not be registered in any other name except that of CDS or its nominee name acceptable to BDC or to the name of the depository that might succeed to CDS or its nominee.
3. This Global Note is exchangeable, in whole but not in part, for Notes in definitive form registered in the name of a person other than CDS or its nominee only if (i) CDS notifies BDC that it is unwilling or unable to continue as depository in connection with this Global Note or (ii) BDC in its sole discretion notifies CDS that it desires to issue Notes in definitive form, and for no other reason or purpose.
4. Notes in definitive form issued in exchange for this Global Note shall be:
  - (a) Subject to the same terms and conditions as apply to the Global Note, attached hereto as Schedule "A";
  - (b) issued as fully registered Notes in authorized denominations;
  - (c) registered in such names and in such denominations as CDS shall direct, and failing such direction by CDS, shall be issued to CDS & Co.;
  - (d) delivered as directed by the persons in whose names such definitive Notes are to be registered;
  - (e) delivered within a reasonable time after a notice under Condition 3 is received, taking into account the time required to print certificates, but in no event more than 90 days after such notice; and
  - (f) issued as of the date of receipt of a notice under Condition 3.
5. Upon the exchange of Notes in definitive form for this Global Note, BDC shall receive and cancel this Global Note, shall reduce the holdings of CDS & Co. on the Register to nil and shall authenticate Notes in definitive form in the aggregate Principal Amount in exchange for the CDS participants' beneficial interests in this Global Note as of the record date for such exchange, as directed by CDS. After any such exchange, all payments in respect of such Notes in definitive form shall be made to the registered holders thereof, in accordance with the terms and conditions of such Series.
6. All notices given by the BDC to the beneficial owners regarding the Notes of this Series represented by this Global Note shall be delivered to CDS for communication by CDS to the owners of the beneficial interests in such Note and any notice so given shall be deemed to have been given to the beneficial owners on the fourth day after the day on which the said notice was delivered to CDS. All notices to be given by the beneficial owners to BDC regarding the Notes of this Series represented by this Global Note, shall be delivered by CDS (acting upon instructions of the owners of beneficial interests in such Notes) to BDC and any notice so given shall be deemed to have been given to BDC on the day of its delivery. All notices will be valid if delivered or mailed by prepaid registered or certified mail or sent by facsimile transmission and shall be deemed to have been given on the date of delivery or facsimile transmission thereof, or in the case of a notice sent by prepaid registered or certified mail, on the next business day after mailing.
7. BDC and its Registrar, if one is appointed, shall deem and treat the registered holder of this Global Note, as the absolute owner hereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of the registered holder shall be valid and effectual to discharge the liability of BDC on this Global Note to the extent of the sum or sums so paid.
8. The Notes, including this Global Note and any definitive Note are governed by, and shall be construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.

**PART B - DETAILS OF SPECIFIC ISSUE OF BUSINESS DEVELOPMENT BANK OF CANADA ("BDC")**

Issue: C\$100,000,000 4.75% Note due August 2, 2011 (Series CA243)

**Issue Price:** \$100.000

**Maturity Date:** August 2, 2011

**Interest Payment:** Fixed interest payments will be made semi-annually at the relevant Coupon Rate on each February 2nd and August 2nd, commencing on February 2nd 2008 up to and including the Maturity Date. If the Payment Date is not a Toronto and Montreal Business Day, interest shall be paid on the next Toronto and Montreal Business Day, without adjustment for period end dates. In this Note, "Business Days" means a day on which commercial banks are open for business in Toronto and Montreal and on which BDC's Montreal head office is open for business.

**Status:** The Notes will constitute direct unsecured obligations of BDC ranking pari passu with out any preference among themselves and equally with all other unsecured indebtedness of BDC from time to time outstanding. The Notes carry the full faith and credit of Canada and constitute direct and unconditional obligations of and by Canada.

ANNEX I

100M CAD

4.75% Note Due August 2, 2011

CUSIP No. 12290Z HF6

THIS ANNEX FORMS PART OF THE GLOBAL NOTE

BUSINESS DEVELOPMENT BANK OF CANADA 4.75% NOTE DUE AUGUST 2, 2011

DATED AUGUST 2, 2007

<u>Date</u>	<u>Initial Aggregate Principal Amount</u>	<u>Increases (Decreases)</u>	<u>Adjusted Aggregate Principal Amount</u>	<u>AUTHORIZATION</u>

