

## Information Statement Dated January 22, 2014

*This Information Statement does not constitute an offer or invitation by anyone in any jurisdiction in which such offer is not authorized or to any person to whom it is unlawful to make such offer or invitation.*

*In Canada, the offering and sale of the Notes may be subject to restrictions within any particular province or territory. The Notes may not be offered or sold in any jurisdiction outside of Canada except in circumstances which do not constitute a public offering or distribution under the laws of the jurisdiction where the Notes are to be offered or sold. Royal Bank and the selling agents require persons into whose possession this Information Statement comes to inform themselves of and observe any and all such restrictions. In particular, the Notes have not been and will not be registered under the United States Securities Act of 1933 and may not be offered or sold within the United States or to, or for the account or benefit of, United States persons except in certain transactions exempt from the registration requirements of the United States Securities Act of 1933. No securities commission or similar authority has in any way passed upon the merits of the Notes and any representation to the contrary may be an offence.*



### **RBC Principal Protected Yield Curve Non-Inversion Notes, Series 9**

**Price: \$100 per Note**

**Minimum Investment: \$1,000 or 10 Notes**

This document describes RBC Principal Protected Yield Curve Non-Inversion Notes (each a "**Note**" and collectively the "**Notes**") proposed to be issued on or about January 22, 2014 (the "**Issue Date**") by Royal Bank of Canada ("**Royal Bank**", "**we**", "**our**" or "**us**"). Subject to the occurrence of certain Extraordinary Events (as defined herein), each Note provides for the payment on or about January 22, 2024 (the "**Maturity Date**") of the \$100 principal amount (the "**Principal Amount**").

Holders of the Notes will be entitled to receive, in respect of each Interest Period (as defined herein), on the applicable Interest Payment Date, Interest (as defined herein) on the principal amount of their Notes. Subject to the occurrence of certain Extraordinary Events, Interest will be payable on the 22<sup>nd</sup> day of January and July (each, an "**Interest Payment Date**") of each year that the Notes remain outstanding from **and including July 22, 2014** to and including the Maturity Date. Each Interest Period in respect of an Interest Payment Date commences on (and includes) the immediately preceding Interest Payment Date (or, with respect to the first Interest Period, the Issue Date) and ends on (but excludes) the applicable Interest Payment Date.

Interest on the Notes will be calculated on a per annum basis and payable based on the number of days in each Interest Period. The Interest payable on any Interest Payment Date will be equal to the Applicable Percentage of the Principal Amount multiplied by a fraction, the numerator of which is the number of days in the applicable Interest Period and the denominator of which is 365. The "**Applicable Percentage**" in respect of any Interest Period will be equal to 6.00% multiplied by N/D. For the purposes of calculating the Applicable Percentage, "N" is the total number of calendar days in the applicable Interest Period on which the 30 Year CAD CMS Rate (as defined herein) is greater than or equal to the 10 Year CAD CMS Rate (as defined herein); and "D" is the total number of calendar days in the applicable Interest Period.

The calculation of Interest is more fully described under "*Payments under the Notes – Calculation and Payment of Interest*".

If certain Extraordinary Events occur that have a material adverse effect on our ability to perform our obligations under the Notes or to maintain a hedge of our position in respect of our obligation to make payments under the Notes, then an Interest Payment Date (as defined herein) will be postponed to the next Business Day on which there is no Extraordinary Event. Those events which may constitute an Extraordinary Event are listed under "*Definitions*" and some of the potential consequences of such Extraordinary Events are summarized under "*Answers to Frequently Asked Questions*" and "*Payments under the Notes – Extraordinary Events*".

The Notes will evidence deposit liabilities of Royal Bank (credit ratings: Moody's Aa3; Standard & Poor's AA-; DBRS AA) and will rank equally and rateably with all other deposit liabilities of Royal Bank and by their terms will be fungible. **Noteholders will not have the benefit of any insurance under the provisions of the *Canada Deposit Insurance Corporation Act*.** The repayment of a Noteholder's Principal Amount and the payment of Interest are subject to the creditworthiness of Royal Bank.

RBC Dominion Securities Inc. ("**RBC DS**") has indicated to Royal Bank that it intends to use its best reasonable efforts to establish and maintain an over-the-counter market for the Notes by making itself available as a purchaser of the Notes if and so long as RBC DS in its sole discretion believes that there is a reasonable likelihood that it will be able to sell such Notes at a profit or at no more than a nominal loss. In doing so, RBC DS may act as principal, purchasing and reselling Notes to new or existing Noteholders. RBC DS may, in its sole discretion, cease to offer to purchase Notes without any requirement to provide notice to holders of Notes, registered or beneficial, including in circumstances where RBC DS perceives that the supply of Notes exceeds demand or if any change occurs in conditions imposed by regulatory or legislative action such that RBC DS determines that it can no longer lawfully purchase or sell Notes without incurring unreasonable expenses or complying with onerous conditions. Notwithstanding the foregoing, RBC DS may purchase and Royal Bank may continue to create and issue Notes under certain circumstances when RBC DS has ceased to maintain a market for the Notes. There is no provision for the early redemption of the Notes by Noteholders and there is no guarantee that any secondary market which may develop will be liquid or sustainable. Consequently, the Notes should not be viewed as trading instruments. See "*Secondary Market*".

**The Notes provide opportunities for investment but may pose risks. Certain of these risks result from the possibility of fluctuations in the 30 Year CAD CMS Rate and the 10 Year CAD CMS Rate. You should carefully consider the risks involved in purchasing Notes before reaching an investment decision and you should discuss with your advisors the suitability of purchasing Notes in light of your particular investment objectives and after reviewing all available information, including the information provided in this Information Statement. In particular, see "*Risk Factors*".**

The Notes will be represented by a single global note, which will be held by CDS Clearing and Depository Services Inc. ("**CDS**") or its authorized representative, and registered in the name of CDS & Co. Royal Bank will, directly or indirectly through its CDS participant, hold all of the beneficial interests in the Notes and, through its agent RBC DS (which may delegate its responsibilities, without notice to Noteholders, to, and in reliance upon, third party service providers), will record the respective Noteholders' beneficial interests in the Notes as instructed by the dealers and financial advisors representing such Noteholders.

An initial purchaser will have the right to cancel any order to buy Notes within two Business Days after the later of (i) the day on which the agreement to purchase the Notes is entered into and (ii) the day on which this Information Statement is provided to the initial purchaser. The agreement to purchase the Notes will be entered into (i) if the order to purchase is received via telephone or electronic means, on the day on which the order to purchase is received, and (ii) if the order to purchase is received in person, on the second day following the later of (a) the day on which this Information Statement is provided to the investor and (b) the day on which the order to purchase is received.

# Royal Bank of Canada

## RBC Principal Protected Yield Curve Non-Inversion Notes, Series 9

SUMMARY .....	4
ANSWERS TO FREQUENTLY ASKED QUESTIONS.....	10
SAMPLE CALCULATIONS OF INTEREST .....	13
SAMPLE INTERNAL RATES OF RETURN .....	14
SUMMARY INFORMATION REGARDING THE REFERENCE SPREAD.....	15
PAYMENTS UNDER THE NOTES.....	16
Payment Amount on Maturity.....	16
Calculation and Payment of Interest.....	16
Extraordinary Events .....	17
METHOD OF PAYMENT .....	17
RELATED MATTERS.....	18
Differences from Fixed Rate Investments .....	18
Suitability for Investment Purposes .....	18
Registration .....	18
Plan of Distribution.....	18
Fees and Expenses .....	19
No Redemption Prior to Maturity .....	19
Secondary Market .....	19
Right of Cancellation .....	20
Secondary Market Resales.....	20
Governing Law .....	20
Further Issuance of Notes .....	20
Notices to Noteholders.....	20
Amendments to the Notes.....	21
Potential Conflicts of Interest .....	21
CANADIAN FEDERAL INCOME TAX CONSIDERATIONS.....	22
RISK FACTORS .....	24
DEFINITIONS.....	26
SCHEDULE A – Disclosure for Sales in Person or by Telephone.....	29

# Royal Bank of Canada

## RBC Principal Protected Yield Curve Non-Inversion Notes, Series 9

### SUMMARY

*The following is a summary of the basic terms of the Royal Bank of Canada deposit notes called "RBC Principal Protected Yield Curve Non-Inversion Notes, Series 9" (individually a "Note" and collectively the "Notes"). All references to the Notes and to a Note contained in this Information Statement will include the Global Note (as defined herein). Unless otherwise indicated, references to "\$" are to Canadian dollars. Capitalized terms which are not otherwise defined herein are defined under "Definitions".*

<b>Issuer:</b>	Royal Bank of Canada (" <b>Royal Bank</b> ", " <b>we</b> ", " <b>our</b> " or " <b>us</b> "). Our head office is located at 200 Bay Street, Toronto, Ontario, M5J 2J5.
<b>Principal Amount</b>	\$100 per Note
<b>Issue Size:</b>	\$●
<b>Issue Date:</b>	On or about January 22, 2014.
<b>Maturity Date and Term:</b>	On or about January 22, 2024, resulting in a term to maturity of approximately 10 years. The \$100 principal amount (the " <b>Principal Amount</b> ") will only be payable at maturity. For further information, see " <i>Payments under the Notes</i> ".
<b>Minimum Investment:</b>	\$1,000 or 10 Notes
<b>Interest:</b>	Interest on the Notes will be calculated on a per annum basis and payable based on the number of days in each Interest Period. The Interest payable on any Interest Payment Date will be equal to the Applicable Percentage of the Principal Amount multiplied by a fraction, the numerator of which is the number of days in the applicable Interest Period and the denominator of which is 365.
<b>Applicable Percentage:</b>	The " <b>Applicable Percentage</b> " in respect of any Interest Period will be equal to 6.00% multiplied by N/D. For the purposes of calculating the Applicable Percentage, "N" is the total number of calendar days in the applicable Interest Period on which the 30 Year CAD CMS Rate (as defined herein) is greater than or equal to the 10 Year CAD CMS Rate (as defined herein); and "D" is the total number of calendar days in the applicable Interest Period.
<b>Reference Spread:</b>	The " <b>Reference Spread</b> " on any day is equal to the 30 Year CAD CMS Rate minus the 10 Year CAD CMS Rate on such day.
<b>30 Year CAD CMS Rate:</b>	The 30 Year CAD CMS Rate on any day is the 30 year Canadian dollar constant maturity swap rate (or CMS Rate) as at 11 a.m., Toronto time, as quoted on Bloomberg page "RBCL". The 30 Year CAD CMS Rate on any day that is not a Business Day shall be the applicable 30 Year CAD CMS Rate as of the immediately preceding Business Day.

- 10 Year CAD CMS Rate:** The 10 Year CAD CMS Rate on any day is the 10 year Canadian dollar constant maturity swap rate (or CMS Rate) as at 11 a.m., Toronto time, as quoted on Bloomberg page "RBCL". The 10 Year CAD CMS Rate on any day that is not a Business Day shall be the applicable 10 Year CAD CMS Rate as of the immediately preceding Business Day.
- CMS Rate:** The "**CMS Rate**" is the interest rate available on a particular day for an Interest Rate Swap for a specified term to the maturity date thereof. An "**Interest Rate Swap**" is an agreement between two parties to exchange cash flows from a fixed rate of interest for cash flows from a floating interest for a specified period of time; where the fixed rate of interest is set out in the agreement and the floating rate of interest is reset quarterly, based on the average 3-month Canadian Bankers' Acceptances bid side interest rate, as supplied by nine market makers (removing the highest and lowest rates) as at 10 a.m., Toronto time, on each Business Day.
- Interest Payment Date:** The first Interest payment, if any, shall be made on July 22, 2014, following which Holders of the Notes will be entitled to receive semi-annual Interest payments, if any.
- Subject to the occurrence of certain Extraordinary Events, Interest, if any, will be payable on the 22<sup>nd</sup> day of January and July of each year that the Notes remain outstanding (each, an "**Interest Payment Date**") from and **including July 22, 2014** to and including the Maturity Date. If any Interest Payment Date is not a Business Day, it will be postponed to the next following Business Day.
- Interest Period:** Each period from and including an Interest Payment Date (or, in respect of the first Interest Period, the Issue Date) to but excluding the next following Interest Payment Date.
- Extraordinary Events:** An Extraordinary Event is an event that could have an impact on our ability to perform our obligations under the Notes or to hedge our position in respect of our obligation to make payments under the Notes. An Extraordinary Event could include, among other things, a Market Disruption Event in respect of the 10 Year CAD CMS Rate or the 30 Year CAD CMS Rate; any court or governmental order prohibiting us from performing our obligations; or any governmental action that has a material adverse effect on relevant financial markets. An Extraordinary Event may delay the time at which the Reference Spread in respect of an Interest Period is determined and delay an Interest Payment Date. See "*Payments under the Notes – Extraordinary Events*".
- Registered Account Eligibility:** Eligible for RRSPs, RRIFs, RESPs, RDSPs, DPSPs and TFSAs. See "*Canadian Federal Income Tax Considerations – Registered Account Eligibility*", including the summary of the "prohibited investment" rule.
- No Early Redemption:** The Notes will not be redeemable by Royal Bank before the Maturity Date.

**Risk Factors:**

The Notes provide opportunities but may pose risks. You should carefully consider the risks involved in purchasing Notes before reaching a decision and you should discuss with your advisors the suitability of purchasing Notes in light of your particular investment objectives and after reviewing all available information, including the following:

- the Notes may not be a suitable investment for all investors;
- the investor will not receive a return if the Reference Spread is negative for each of the days in each Interest Period during the term of the Note;
- **the Reference Spread must be a positive number for at least 61.167 (rounded to the nearest whole percentage) of the term of the Notes in order to earn an overall Note yield similar to yields currently available on other Royal Bank bonds and GICs with a similar term as the Notes (approximately 3.67% per annum);**
- the return on the Notes will depend on the Reference Spread, which is influenced by economic trends and monetary policy;
- a secondary market for the Notes may not develop or be sustainable;
- the occurrence of an Extraordinary Event could affect the return payable on the Notes;
- we or RBC Dominion Securities Inc. ("**RBC DS**") may engage in activities that could adversely impact the Notes; and
- the repayment of a Noteholder's Principal Amount and the payment of Interest is subject to the creditworthiness of Royal Bank.  
**Noteholders will not have the benefit of any insurance under the provisions of the Canada Deposit Insurance Corporation Act.**

For further information, see "*Risk Factors*".

**Suitability for Investment Purposes:**

Investors should consult with their advisors regarding the suitability of an investment in the Notes. The Notes may be suitable for:

- investors who want to protect their principal investment at maturity and who want the potential for an enhanced coupon during the term of the Note
- investors who are prepared to assume the risks associated with an investment that is linked to the spread between the 30 Year CAD CMS Rate and the 10 Year CAD CMS Rate
- investors with an investment horizon equal to the term of the Note and who are prepared to hold the Notes until maturity
- investors who do not need or expect to receive regular payments over the term of the Notes

**Amendments to the Global Note:**

The Global Note may be amended without the consent of holders of the Notes if in our reasonable opinion the amendment would not materially and adversely affect the rights of holders of the Notes. In other cases, the Global Note may be amended if the amendment is approved by a resolution passed by the favourable votes of holders of the Notes holding Notes representing not less than 66 2/3% of the outstanding aggregate Principal Amount of the Notes represented for the purpose of considering the resolution. For further information, see "*Related Matters – Amendments to the Notes*".

**Secondary Market:**

The Notes will not be listed on any stock exchange and there is no assurance that a secondary market for Notes will develop or be sustainable. RBC DS has indicated to Royal Bank that it intends to use its best reasonable efforts to establish and maintain an over-the-counter market for the Notes by making itself available as a purchaser of the Notes if and so long as RBC DS in its sole discretion believes that there is a reasonable likelihood that it will be able to sell such Notes at a profit or at no more than a nominal loss. RBC DS may, in its sole discretion, cease to offer to purchase Notes without any requirement to provide notice to holders of Notes, registered or beneficial, including in circumstances where RBC DS perceives that the supply of Notes exceeds demand or if any change occurs in conditions imposed by regulatory or legislative action such that RBC DS determines that it can no longer lawfully purchase or sell Notes without incurring unreasonable expenses or complying with onerous conditions. If RBC DS offers to purchase Notes in connection with a secondary market transaction, there is no assurance that the purchase price will be the highest possible price available in any secondary market for the Notes.

**Secondary Market Resales:**

The Principal Amount of each Note is guaranteed only if the Note is held until maturity. The resale of a Note by the investor in any secondary market could result in the investor receiving less than the Principal Amount.

**Differences from Fixed Rate Investments:**

The Notes are different from conventional fixed rate investments. The Notes will not provide a return that is calculated by reference to a fixed or floating rate of interest that is specified prior to the Issue Date. Return on the Notes, unlike the return on many other deposit liabilities of Canadian banks and other conventional fixed rate investments, is uncertain in that if the Reference Spread is negative for each of the days in an Interest Period, there will be no return payable on the Notes in respect of such Interest Period. There is no assurance that a Noteholder will receive a return on any Interest Payment Date.

**Notes non-CDIC Protected:**

The Notes will not constitute deposits that are insured under the *Canada Deposit Insurance Corporation Act*.

**Book-Entry System:**

The Notes will be represented in the form of a fully registered, book-entry only global note (the "**Global Note**") to be held by or on behalf of CDS in Toronto, Canada as custodian of the Global Note, and registered in the name of CDS & Co. in Toronto, Canada or its nominee (the "**Nominee**"), initially CDS & Co. Holders of Notes will have an indirect beneficial interest in the Global Note. Except in limited circumstances, purchasers of beneficial interests in the Global Note will not be entitled to receive Notes in definitive form. Rather, the Notes will be represented in book-entry form only. For further information, see "*Related Matters – Registration*".

The Principal Amount and Interest payable under the Notes will be made available at our option either through our Paying and Transfer Agent and/or CDS (or the Nominee) or if we, in our sole discretion determine, directly to Noteholders.

**Right of Cancellation:**

An initial purchaser will have the right to cancel any order to buy Notes within two Business Days after the later of (i) the day on which the agreement to purchase the Notes is entered into and (ii) the day on which this Information Statement is provided to the initial purchaser.

Upon cancellation of the order, the initial purchaser is entitled to a refund of the Principal Amount and any fees relating to the purchase that they may have paid. This right to cancel a purchase order does not extend to investors buying a Note in any secondary market. An initial purchaser of the Notes may cancel their purchase order by calling their investment advisor or RBC DS at **(800) 280-4434**.

**Fees and Expenses:**

Selling agents who sell the Notes will receive, from our own funds, an initial selling commission of 1.50% of the Principal Amount of each Note sold. This fee will not reduce the amount of return payable on the Notes. If an Extraordinary Event occurs, we may incur expenses unwinding any hedge position in respect of our obligation to make payments under the Notes, which could reduce the amount of return otherwise payable on the Notes. For further information, see "*Related Matters – Fees and Expenses*".

**Potential Conflicts of Interest:**

Royal Bank or RBC DS will perform functions or engage in activities that could adversely impact the value of the Notes, Noteholders' ability to resell their Notes, or the amount or timing of receipt of entitlements under the Notes. Royal Bank or RBC DS, as our calculation agent, will be responsible for determining the amount of return payable under the Notes, and we or RBC DS may exercise judgment and discretion in relation to the calculations, determinations, functions and activities undertaken in respect of the Notes from time to time.



**Availability of  
Information:**

A copy of this information statement will be posted on a Royal Bank structured notes website at [www.rbccm.com/structuredrates](http://www.rbccm.com/structuredrates) and will be provided in writing on request from RBC Dominion Securities at 416-842-6775.

Certain additional information regarding the Notes will also be provided on an ongoing basis at [www.rbccm.com/structuredrates](http://www.rbccm.com/structuredrates), including the last available measures that would be used to determine the Applicable Percentage and Reference Spread.

Such information will also be available from your investment advisor.

## **ANSWERS TO FREQUENTLY ASKED QUESTIONS**

### **How are returns linked to the Reference Spread?**

Subject to the occurrence of certain Extraordinary Events (as described below), Interest on the Notes will be determined by reference to the Reference Spread, being the difference on any day between the 30 Year CAD CMS Rate, a 30-year constant maturity swap rate (or CMS Rate), and the 10 Year CAD CMS Rate, a 10-year constant maturity swap rate (or CMS Rate).

Interest on the Notes will be calculated on a per annum basis and payable based on the number of days in each Interest Period. The Interest payable on any Interest Payment Date will be equal to the Applicable Percentage of the Principal Amount multiplied by a fraction, the numerator of which is the number of days in the applicable Interest Period and the denominator of which is 365. The Applicable Percentage in respect of any Interest Period will be equal to 6.00% multiplied by N/D. For the purposes of calculating the Applicable Percentage, "N" is the total number of calendar days in the applicable Interest Period on which the 30 Year CAD CMS Rate (as defined herein) is greater than or equal to the 10 Year CAD CMS Rate (as defined herein); and "D" is the total number of calendar days in the applicable Interest Period.

You should recognize that it is impossible to know whether either the 30 Year CAD CMS Rate or the 10 Year CAD CMS Rate will rise or fall. You should familiarize yourself with the historical spreads between the two reference rates, as summarized under "*Summary Information Regarding the Reference Spread*" and the method of calculating Interest on the Notes, as described under "*Payments under the Notes*".

### **Will fees and expenses reduce the amount of return payable under the Notes?**

No selling commission will be paid to selling agents who sell the Notes. If an Extraordinary Event occurs, we may incur expenses unwinding any hedge position in respect of our obligation to make payments under the Notes, which could reduce the amount of return otherwise payable on the Notes. See "*Related Matters – Fees and Expenses*".

### **Is it possible that the amount payable at maturity would be less than the Principal Amount of \$100?**

No. The Principal Amount is assured at maturity. The repayment of the Principal Amount will be subject to the creditworthiness of the Bank.

### **What if I need my money early?**

RBC DS has indicated to Royal Bank that it intends to use its best reasonable efforts to establish and maintain an over-the-counter market for the Notes by making itself available as a purchaser of the Notes if and so long as RBC DS in its sole discretion believes that there is a reasonable likelihood that it will be able to sell such Notes at a profit or at no more than a nominal loss. In doing so, RBC DS may act as principal, purchasing and reselling Notes to new or existing Noteholders. RBC DS may, in its sole discretion, cease to offer to purchase Notes without any requirement to provide notice to holders of Notes, registered or beneficial, including in circumstances where RBC DS perceives that the supply of Notes exceeds demand or if any change occurs in conditions imposed by regulatory or legislative action such that RBC DS determines that it can no longer lawfully purchase or sell Notes without incurring unreasonable expenses or complying with onerous conditions. However, RBC DS may purchase and Royal Bank may continue to create and issue Notes under certain circumstances when RBC DS has ceased to maintain a market for the Notes. There is no provision for the early redemption of the Notes by Noteholders and there is no guarantee that

any secondary market that may develop will be liquid or sustainable. Consequently, the Notes should not be viewed as trading instruments.

**If I decide to sell my Notes, could I get less than the Principal Amount of \$100?**

Yes. The price of the Notes in any secondary market that may develop will be set by such market. Prior to maturity, the Notes could trade above or below the \$100 Principal Amount per Note. See "*Related Matters – Secondary Market*".

**What factors may affect the trading value of my Notes in any secondary market?**

The value of the Notes in a secondary market, if any, will be affected by a number of complex and inter-related factors. The effect of any one factor may be offset or magnified by the effect of another factor. The following list, although not exhaustive, describes some of the factors that may impact the trading value of the Notes:

- the 30 Year CAD CMS Rate and the 10 Year CAD CMS Rate, and fluctuations in those reference rates (and therefore in the Reference Spread);
- interest rates in Canada; and
- time remaining until maturity.

Sales of Notes prior to maturity will not be subject to an early trading charge.

**What is an Extraordinary Event?**

An Extraordinary Event is an event that could have an impact on our ability to perform our obligations under the Notes or to hedge our position in respect of our obligation to make payments under the Notes. An Extraordinary Event could include, among other things, a Market Disruption Event in respect of the 10 Year CAD CMS Rate or the 30 Year CAD CMS Rate, any court or governmental order prohibiting us from performing our obligations; or any governmental action that has a material adverse effect on relevant financial markets. An Extraordinary Event may delay the time at which the Reference Spread in respect of an Interest Period is determined and delay an Interest Payment Date. Calculations and determinations in respect of the Notes will, absent manifest error, be final and binding on holders of Notes. The amount of Interest so calculated may be significantly less than the amount that would have been payable but for the occurrence of the Extraordinary Event. In all cases, the Principal Amount of each Note will be payable only at maturity.

**How is an investment in the Notes different from directly investing in conventional fixed rate investments?**

The Notes are different from conventional fixed rate investments. The Notes will not provide a return that is calculated by reference to a fixed or floating rate of interest that is specified prior to the Issue Date. Return on the Notes, unlike the return on many other deposit liabilities of Canadian banks and other conventional fixed rate investments, is uncertain in that if the Reference Spread is negative for each of the days in an Interest Period, there will be no return payable on the Notes in respect of such Interest Period. There is no assurance that a Noteholder will receive a return on any Interest Payment Date.

The Notes are not suitable for investors who need or expect to receive a specific return over the term of the Notes. No assurance can be made that a Noteholder will receive any payment on the Notes other than the repayment of the Principal Amount of each Note at maturity.

**What about tax?**

**A purchaser of Notes should consult with his or her own tax advisor with respect to his or her individual tax position.** General Canadian federal tax issues relevant to an initial purchaser of the Notes who is an individual (other than a trust) are summarized under "*Canadian Federal Income Tax Considerations*". The Notes are RRSP, RRIF, RDSP, RESP, TFSA and DPSP eligible. See "*Canadian Federal Income Tax Considerations – Registered Account Eligibility*", including the summary of the "prohibited investment" rule.

This Information Statement is not intended to provide, nor should it be relied upon as, tax advice to any particular Noteholder. In addition, no information on the effect of provincial, territorial and foreign income tax laws is provided in this Information Statement.

**Am I entitled to CDIC protection on these investments?**

No. The Notes will not constitute deposits that are insured under the *Canada Deposit Insurance Corporation Act*. Therefore a Noteholder will not be entitled to Canada Deposit Insurance Corporation protection.

**What factors will determine the Reference Spread?**

It is impossible to know whether either the 30 Year CAD CMS Rate or the 10 Year CAD CMS Rate will rise or fall, and therefore whether the Reference Spread will be positive or negative in respect of any given Interest Period. The 30 Year CAD CMS Rate and the 10 Year CAD CMS Rate (and therefore the Reference Spread) will be influenced by the complex and inter-related political, economic, financial and other factors that can affect the capital markets generally and by the various circumstances that can influence interest swap rates and fixed and floating interest rates.

### SAMPLE CALCULATIONS OF INTEREST

The examples set out below are included for illustration purposes only. The Reference Spreads used to illustrate the calculation of the Interest are not estimates or forecasts. All examples assume that no Extraordinary Event has occurred.

**Example #1** - The Reference Spread is positive (greater than or equal to zero) for each day in a 182 day Interest Period. The Applicable Percentage will be calculated as:

$$6.00\% * 182 \text{ days} / 182 \text{ days} = 6.00\%$$

Therefore, the Interest per \$1,000 principal amount of Notes for the applicable Interest Period will be equal to the Applicable Percentage multiplied by such principal amount multiplied by a fraction, the numerator of which is the number of days in the applicable Interest Period, being 182 days, and the denominator of which is 365, calculated as follows:

$$6.00\% * \$1,000 * 182 \text{ days} / 365 \text{ days} = \$29.92 \text{ per } \$1,000 \text{ principal amount of Notes (10 Notes).}$$

**Example #2** – The Reference Spread is negative (less than zero) for each day in a 182 day Interest Period. The Applicable Percentage will be calculated as:

$$6.00\% * 0 \text{ days} / 182 \text{ days} = 0.0\%$$

Therefore, the Interest per \$1,000 principal amount of Notes for the applicable Interest Period will be equal to the Applicable Percentage multiplied by such principal amount multiplied by a fraction, the numerator of which is the number of days in the applicable Interest Period, being 182 days, and the denominator of which is 365, calculated as follows:

$$0.0\% * \$1,000 * 182 \text{ days} / 365 \text{ days} = \$0.00 \text{ per } \$1,000 \text{ principal amount of Notes (10 Notes).}$$

**Example #3** – The Reference Spread is positive for 91 days in a 182 day Interest Period. The Applicable Percentage will be calculated as:

$$6.00\% * 91 \text{ days} / 182 \text{ days} = 3.00\%$$

Therefore, the Interest per \$1,000 principal amount of Notes (10 Notes) for the applicable Interest Period will be equal to the Applicable Percentage multiplied by such principal amount multiplied by a fraction, the numerator of which is the number of days in the applicable Interest Period, being 182 days, and the denominator of which is 365, calculated as follows:

$$3.00\% * \$1,000 * 182 \text{ days} / 365 \text{ days} = \$14.96 \text{ per } \$1,000 \text{ principal amount of Notes (10 Notes).}$$

### SAMPLE INTERNAL RATES OF RETURN

The following table illustrates the Interest payable per \$1,000 principal amount of Notes (10 Notes) and the note internal rate of return per annum for various hypothetical Reference Spreads. The Reference Spread must be a positive number for at least [■]% (rounded to the nearest whole percentage) of the term of the Notes in order to earn an overall Note yield similar to yields currently available on other Royal Bank bonds and GICs with a similar term as the Notes (approximately [■]% per annum).

<b>Percentage of Days the Reference Spread is Positive (N/D expressed as a %)</b>	<b>Note Internal Rate of Return Per Annum</b>	<b>Interest per Semi-Annual Interest Period per \$1,000 Principal Amount of Notes (10 Notes)<sup>1</sup></b>
0%	0.000%	\$0.00
10%	0.600%	\$2.99
25%	1.500%	\$7.48
50%	3.000%	\$14.96
70%	4.200%	\$20.94
90%	5.400%	\$26.93
100%	6.000%	\$29.92

<sup>1</sup> The Interest in this column is calculated based on a 182 day Interest Period and a 365 day year.

## SUMMARY INFORMATION REGARDING THE REFERENCE SPREAD

The Reference Spread on any day is equal to the 30 Year CAD CMS Rate minus the 10 Year CAD CMS Rate on such day.

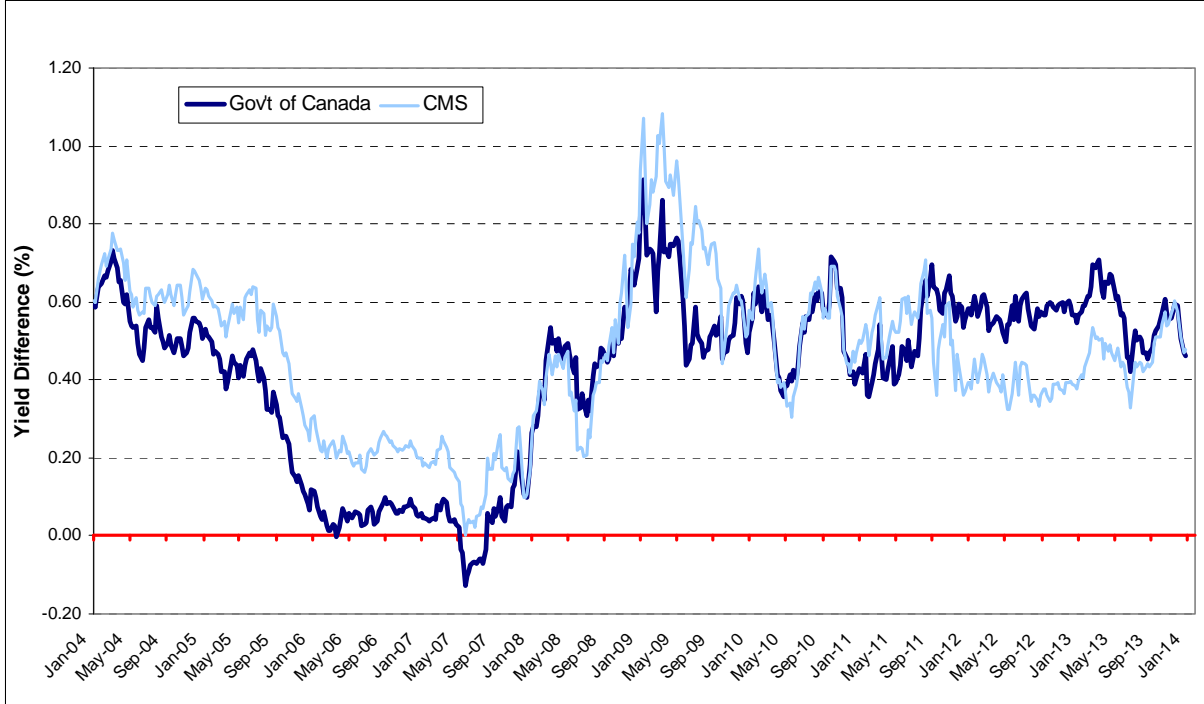
The 30 Year CAD CMS Rate on any day is the 30 year Canadian dollar constant maturity swap rate (or CMS Rate) as at 11 a.m., Toronto time, as quoted on Bloomberg page "RBCL". The 30 Year CAD CMS Rate on any day that is not a Business Day shall be the applicable 30 Year CAD CMS Rate as of the immediately preceding Business Day.

The 10 Year CAD CMS Rate on any day is the 10 year Canadian dollar constant maturity swap rate (or CMS Rate) as at 11 a.m., Toronto time, as quoted on Bloomberg page "RBCL". The 10 Year CAD CMS Rate on any day that is not a Business Day shall be the applicable 10 Year CAD CMS Rate as of the immediately preceding Business Day.

The CMS Rate is the interest rate available on a particular day for an Interest Rate Swap for a specified term to the maturity date thereof. An Interest Rate Swap is an agreement between two parties to exchange cash flows from a fixed rate of interest for cash flows from a floating interest for a specified period of time; where the fixed rate of interest is set out in the agreement and the floating rate of interest is reset quarterly, based on the average 3-month Canadian Bankers' Acceptances bid side interest rate, as supplied by nine market makers (removing the highest and lowest rates) as at 10 a.m., Toronto time, on each Business Day.

Current and historical rates in respect of both the 30 Year CAD CMS Rate and the 10 Year CAD CMS Rate are posted to a number of public web sites: Bloomberg Ticker RBCL; Reuters RIC CADCMS=RBCT; and [www.rbccm.com/structuredrates](http://www.rbccm.com/structuredrates).

The Reference Spread was 0.486% (**being equal to 3.606% (the 30 Year CAD CMS Rate) minus 3.120% (the 10 Year CAD CMS Rate)**) as at January 7, 2014. The graph below sets forth the historical performance of the Reference Spread and the nearest 30 year Government of Canada bond yield minus the nearest 10 year Government of Canada bond yield from December 31, 1999 to January 7, 2014. Historically, the Reference Spread has experienced significant fluctuations. Any historical upward or downward trend in the Reference Spread level during any period shown below is not an indication that level of the Reference Spread is more or less likely to increase or decrease at any time during the term of the Notes. **Past performance of the Reference Spread is not indicative of future results for the Reference Spread or the Notes.** Royal Bank cannot make any assurance that the future levels of the Reference Spread will result in holders of the Notes receiving any Interest.



Source: Bloomberg L.P.

## PAYMENTS UNDER THE NOTES

The following is a summary description of the basis for the calculation of the amounts payable under the Notes.

### Payment Amount on Maturity

A Noteholder is entitled at maturity to the full payment of the Principal Amount of each Note. A Noteholder will not be paid the Principal Amount prior to maturity.

### Calculation and Payment of Interest

The first Interest payment, if any, will be made on July 22, 2014, following which Holders of the Notes will be entitled to receive semi-annual Interest payments, if any. Subject to the occurrence of certain Extraordinary Events, Interest, if any, will be payable on each Interest Payment Date from and including **July 22, 2014** to and including the Maturity Date. If any such Interest Payment Date is not a Business Day, it will be postponed to the next following Business Day.

Interest on the Notes will be determined by reference to the Reference Spread, which will be equal to the 30 Year CAD CMS Rate minus the 10 Year CAD CMS Rate. Those rates are observed as at 11 a.m. Toronto time on each day prior to the Maturity Date as quoted on Bloomberg page "RBCL", provided that the rate applicable on any day that is not a Business Day will be equal to the applicable rate as of the immediately preceding Business Day.



Subject to the occurrence of certain Extraordinary Events, Interest, if any, will be payable on each Interest Payment Date and determined as follows:

$$\text{Interest} = \$100 \times \text{the Applicable Percentage} \times \frac{\text{the number of days in the applicable Interest Period}}{365}$$

where the Applicable Percentage in respect of any Interest Period will be equal to 6.00% multiplied by N/D.

For the purposes of calculating the Applicable Percentage, "N" is the total number of calendar days in the applicable Interest Period on which the 30 Year CAD CMS Rate (as defined herein) is greater than or equal to the 10 Year CAD CMS Rate (as defined herein); and "D" is the total number of calendar days in the applicable Interest Period.

The Applicable Percentage could be zero. In this case, no Interest will be payable in respect of an Interest Payment Date.

### **Extraordinary Events**

If we determine at any time that an Extraordinary Event has occurred and is continuing that has a material adverse effect on our ability to perform our obligations under the Notes or to maintain a hedge of our position in respect of our obligation to make payments under the Notes, then an Interest Payment Date will be postponed to the next Business Day on which there is no Extraordinary Event. However there will be a limit for postponement of an Interest Payment Date. If on the fifth Business Day following the date originally scheduled as the Interest Payment Date, the Interest has not been paid, then despite the occurrence or continuance of an Extraordinary Event on or after such fifth Business Day: (a) such fifth Business Day will be the Interest Payment Date; and (b) the Reference Spread will be a value equal to the Calculation Agent's estimate of the Reference Spread thereof as at such Interest Payment Date, reasonably taking into account relevant market circumstances.

### **METHOD OF PAYMENT**

The Principal Amount and Interest payable under the Notes will be made available at our option by RBC DS (or its delegate on our behalf), either through our Paying and Transfer Agent and/or CDS (or the Nominee) in accordance with arrangements between us and the Paying and Transfer Agent and/or CDS or if we, in our sole discretion determine, directly to Noteholders. Our responsibility and liability in respect of Notes is limited to making payment of any amount due to CDS (or the Nominee).

Payments of the Principal Amount and Interest on Notes issued in definitive form (which will only occur in certain exceptional circumstances described) will be made by cheque mailed to the Noteholder at the address of the Noteholder appearing in a register which we will maintain or cause to be maintained or, if requested in writing by the Noteholder at least five Business Days before the date of the payment and agreed to by us, by electronic funds transfer to a bank account designated by the Noteholder with a bank in Canada. Payment under any Note in definitive form is conditional upon the Noteholder first delivering the Note to us.

Neither we nor the Paying and Transfer Agent nor CDS (or the Nominee) will be bound to see to 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. In relation to Royal Bank's role as custodian in connection with the Notes, we will have no obligation to confirm or take notice of any such instructions, appointments,

revocations or any other matters pertaining to a Noteholder's appointment of or arrangements with a dealer or financial advisor or any notices given to us.

**Neither we nor the Paying and Transfer Agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership of any Notes or for maintaining, supervising or reviewing any records relating to such ownership so long as the Notes are represented by the Global Note.**

## **RELATED MATTERS**

The following is a summary of other information relevant to your decision to purchase Notes.

### **Differences from Fixed Rate Investments**

The Notes are different from conventional fixed rate investments. The Notes will not provide a return that is calculated by reference to a fixed or floating rate of interest that is specified prior to the Issue Date. Return on the Notes, unlike the return on many other deposit liabilities of Canadian banks and other conventional fixed rate investments, is uncertain in that if the Reference Spread is negative for each of the days in an Interest Period, there will be no return payable on the Notes in respect of such Interest Period. There is no assurance that a Noteholder will receive a return on any Interest Payment Date.

The Notes are not suitable for investors who need or expect to receive a specific return over the term of the Notes. No assurance can be made that a Noteholder will receive any payment on the Notes other than the repayment of the Principal Amount of each Note at maturity.

### **Suitability for Investment Purposes**

The Notes provide opportunities but also present risks. Investors should consult with their advisors regarding the suitability of an investment in the Notes given their investment objectives. The Notes may be suitable for investors who want to protect their principal investment at maturity and who are looking for the potential to earn an enhanced coupon during the term of the Note. The Notes are only suitable for investors with an investment horizon equal to the term of the Note and who are prepared to assume the risks associated with an investment that is linked to the spread between the 30 Year CAD CMS Rate and the 10 Year CAD CMS Rate, who are prepared to hold the Notes until maturity and who do not need or expect to receive regular payments over the term of the Notes.

### **Registration**

The Notes will be represented in the form of a fully registered, book-entry only global note (the "**Global Note**") to be held by or on behalf of CDS in Toronto, Canada as custodian of the Global Note, and registered in the name of CDS & Co. in Toronto, Canada or its nominee (the "**Nominee**") initially CDS & Co. Except in limited circumstances, purchasers of beneficial interests in the Global Note (the "**Noteholders**") will not be entitled to receive Notes in definitive form. Rather, the Notes will be represented in book-entry form only.

### **Plan of Distribution**

Each Note will be issued at \$100, being 100% of the Principal Amount of the Note.

The Notes will be offered from time to time by us through selling agents. We may also sell Notes to a selling agent, acting as principal, for resale to one or more investors at varying prices related to prevailing market prices at the time of such resale to be determined by such selling agent. We also reserve the right

to sell Notes to investors directly on our own behalf in those jurisdictions in which we are authorized to do so. Sales commissions and related fees are described under "*Related Matters – Fees and Expenses*".

Any selling agent may from time to time purchase and sell Notes in the secondary market, but is not obligated to do so. There can be no assurance that there will be a secondary market for the Notes. The offering price and other selling terms for such sales in the secondary market may, from time to time, be varied by the relevant selling agent.

We will have the sole right to accept offers to purchase Notes and may reject any proposed purchase of Notes in whole or in part. A selling agent will have the right, in its discretion reasonably exercised, without notice to us, to reject any offer to purchase Notes received by it in whole or in part.

The Notes may not be offered or sold in any jurisdiction outside of Canada except in circumstances which do not constitute a public offering or distribution under the laws of the jurisdiction where the Notes are to be offered or sold. Royal Bank and the selling agents require persons into whose possession this Information Statement comes to inform themselves of and observe any and all such restrictions. In particular, the Notes have not been and will not be registered under the *United States Securities Act of 1933*, as amended, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the *United States Securities Act of 1933*, as amended. Terms used in this paragraph have the meanings given to them by Regulation S under the *United States Securities Act of 1933*, as amended.

### **Fees and Expenses**

No selling commission will be paid to selling agents who sell the Notes. If an Extraordinary Event occurs, we may incur expenses unwinding any hedge position in respect of our obligation to make payments under the Notes, which could reduce the amount of return otherwise payable on the Notes.

### **No Redemption Prior to Maturity**

The Notes will not be redeemable by Royal Bank before the Maturity Date.

### **Secondary Market**

RBC DS has indicated to Royal Bank that it intends to use its best reasonable efforts to establish and maintain an over-the-counter market for the Notes by making itself available as a purchaser of the Notes if and so long as RBC DS in its sole discretion believes that there is a reasonable likelihood that it will be able to sell such Notes at a profit or at no more than a nominal loss. In doing so, RBC DS may act as principal, purchasing and reselling Notes to new or existing Noteholders. RBC DS may, in its sole discretion, cease to offer to purchase Notes without any requirement to provide notice to holders of Notes, registered or beneficial, including in circumstances where RBC DS perceives that the supply of Notes exceeds demand or if any change occurs in conditions imposed by regulatory or legislative action such that RBC DS determines that it can no longer lawfully purchase or sell Notes without incurring unreasonable expenses or complying with onerous conditions. Notwithstanding the foregoing, RBC DS may purchase and Royal Bank may continue to create and issue Notes under certain circumstances when RBC DS has ceased to maintain a market for the Notes. There is no provision for the early redemption of the Notes by Noteholders and there is no guarantee that any secondary market that may develop will be liquid or sustainable. Consequently, the Notes should not be viewed as trading instruments.

The Noteholder may wish to 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 hold Notes until the Maturity Date.

### **Right of Cancellation**

An initial purchaser will have the right to cancel any order to buy Notes within two Business Days after the later of (i) the day on which the agreement to purchase the Notes is entered into and (ii) the day on which this Information Statement is provided to the initial purchaser.

The agreement to purchase the Notes will be entered into (i) if the order to purchase is received via telephone or electronic means, on the day on which the order to purchase is received, and (ii) if the order to purchase is received in person, on the second day following the later of (a) the day on which this Information Statement is provided to the investor and (b) the day on which the order to purchase is received.

Initial purchasers of the Notes will be deemed to have been provided the Information Statement: (i) on the day recorded as the time of sending by the server or other electronic transmission system, if provided by electronic means; (ii) on the day recorded as the time of sending by a fax machine, if provided by fax; (iii) five Business Days after the postmark date, if provided by mail; and (iv) when it is received, in any other case.

Upon cancellation of the order, the initial purchaser is entitled to a refund of the Principal Amount and any fees relating to the purchase that they may have paid. This right to cancel a purchase order does not extend to investors buying a Note in any secondary market. An initial purchaser of the Notes may cancel their purchase order by calling their investment advisor or dealers and agents may contact the RBC structured notes desk at 416-842-6775.

### **Secondary Market Resales**

The Principal Amount of each Note is guaranteed only if the Note is held until the Maturity Date. The resale of a Note by the investor in any secondary market could result in an investor receiving less than the Principal Amount.

### **Governing Law**

The Notes, and the terms thereof, will be governed by and construed in accordance with the laws of the Province of Ontario, Canada, and the federal laws of Canada applicable in Ontario.

### **Further Issuance of Notes**

We reserve the right to issue the Notes in additional tranches and may issue other note obligations, including listed note obligations subject to receipt of necessary approvals. Such other note obligations may have terms substantially similar to the terms of the Notes and may be offered by us concurrently with the offering of this or other tranches of Notes.

### **Notices to Noteholders**

We will provide notice to Noteholders of any material events relating to the Notes, including notice of any amendment to the Notes that impacts the amount of return payable in respect of the Notes.

### **Amendments to the Notes**

The Global Note may be amended without the consent of holders of the Notes if in our reasonable opinion the amendment would not materially and adversely affect the rights of holders of the Notes. In other cases, the Global Note may be amended if the amendment is approved by a resolution passed by the favourable votes of holders of Notes holding Notes representing not less than 66 2/3% of the outstanding aggregate Principal Amount of the Notes represented for the purpose of considering the resolution. Each holder of the Notes is entitled to one vote per \$100 of Principal Amount held for the purpose of voting at meetings convened for this purpose. The Notes do not carry the right to vote in any other circumstances.

### **Potential Conflicts of Interest**

We, our subsidiary, RBC DS, or any of our respective affiliates will perform functions or engage in activities in the course of our normal respective business operations that could adversely impact the value of the Notes, your ability to resell your Notes or the amount or timing of receipt of entitlements under the Notes. Royal Bank or RBC DS, as our calculation agent, will be responsible for determining the amount of the return payable under the Notes. We or RBC DS may exercise judgment and discretion in relation to the calculations, determinations, functions and activities undertaken in respect of the Notes from time to time. Whenever we or RBC DS are required to act, we will do so in good faith and our calculations and determinations in respect of the Notes will, absent manifest error, be final and binding on Noteholders. We will base all such actions on normal commercial criteria in the particular circumstances and we will not take into account the effect, if any, of such actions on the Reference Spread, the amount of Interest that may be payable on the Notes or Noteholders' interests generally. Consequently, potential conflicts between the interests of Noteholders and our interests may arise. Neither we nor the Calculation Agent warrant the accuracy or completeness of the information made available with respect to the Reference Spread or of calculations made in connection with the Notes.

## CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following summary describes the principal Canadian federal income tax considerations generally applicable under the *Income Tax Act* (Canada) (the "**Tax Act**") to a Noteholder who purchases Notes on the Issue Date from Royal Bank and who, for the purposes of the Tax Act, and at all relevant times, deals at arm's length with, and is not affiliated with, Royal Bank (a "**Holder**").

This summary is based upon the current provisions of the Tax Act and the regulations thereunder (the "**Regulations**"), all specific proposals to amend the Tax Act or such Regulations publicly announced by the federal Minister of Finance prior to the date hereof (the "**Proposals**") and our understanding of the current administrative policies and practices of the Canada Revenue Agency ("**CRA**"). Except for the Proposals, this summary does not take into account or anticipate any changes (including retroactive changes) in the law or the administrative policies or practices of the CRA, whether by judicial, regulatory, governmental or legislative action, nor does it take into account tax laws of any province or territory of Canada, or of any jurisdiction outside Canada. Provisions of provincial income tax legislation vary from province to province in Canada and may differ from federal income tax legislation. No assurance can be given that the Proposals will be implemented in their current form, or at all. This summary assumes that the Holder has not entered into a "derivative forward agreement", as that term is defined in the Tax Act, in respect of the Notes.

**This summary is of a general nature only and is not intended to constitute, nor should it be relied upon or construed as, tax advice to any particular Holder, nor is it exhaustive of all possible Canadian federal income tax considerations. Holders should consult their own tax advisors as to the potential consequences to them of the acquisition, ownership and disposition of the Notes having regard to their particular circumstances.**

### **Holders Resident in Canada**

The following discussion applies to a Holder who, at all relevant times, for the purposes of the Tax Act and any applicable income tax treaty or convention, is an individual (other than a trust) resident in Canada who acquires and holds the Notes as capital property (a "**Resident Holder**"). Certain Resident Holders who might not otherwise be considered to hold their Notes as capital property may, in certain circumstances, be entitled to have their Notes, and all other "Canadian securities" (as defined in the Tax Act) owned by such Resident Holders in the taxation year and all subsequent taxation years, treated as capital property by making the irrevocable election permitted by subsection 39(4) of the Tax Act.

### **Interest**

Any amount received or receivable by a Resident Holder (depending on the method regularly followed by the Resident Holder in computing income under the Tax Act) in a taxation year as, on account of, in lieu of payment of or in satisfaction of, interest will be required to be included in computing the Resident Holder's income for the taxation year, except to the extent that such amount has already been included in the Resident Holder's income for that or a preceding taxation year.

### **Disposition of Notes**

On a disposition or deemed disposition of a Note by a Resident Holder to a person (including Royal Bank), the amount of any interest accrued on the Note to the time of disposition will be required to be included in computing the Resident Holder's income for the taxation year in which the disposition takes place and will be excluded from the proceeds of disposition of the Note, except to the extent that such

amount has already been included in the Resident Holder's income for that or a preceding taxation year. Because the Interest entitlement of a Resident Holder for an Interest Period may not be determinable until the day immediately preceding the Interest Payment Date for that Interest Period, the amount of interest accrued on a Note to the time of disposition may be considered to be uncertain.

In addition the Resident Holder will realize a capital gain (or capital loss) to the extent that the proceeds of disposition, net of amounts included in income as interest and any reasonable costs of disposition, exceed (or are exceeded by) the adjusted cost base of the Note to the Resident Holder.

One-half of any capital gain realized by a Resident Holder must be included in the income of the Resident Holder. One-half of any capital loss realized by a Resident Holder is deductible against the taxable portion of capital gains realized in the year, in the three preceding years or in subsequent years, subject to the rules and restrictions contained in the Tax Act. Capital gains realized by an individual may give rise to a liability for alternative minimum tax.

### **Taxation of Non-Residents**

The following portion of the summary applies to a Holder who, at all relevant times and for purposes of the Tax Act, is neither resident nor deemed to be resident in Canada and is not a "specified shareholder" of Royal Bank or a person who does not deal at arm's length with a specified shareholder of Royal Bank, for purposes of the "thin capitalization" rule contained in subsection 18(4) of the Tax Act, does not use or hold and is not deemed to use or hold the Notes in the course of carrying on a business in Canada, and is not an insurer carrying on an insurance business in Canada and elsewhere (a "**Non-Resident Holder**").

A Non-Resident Holder should not be subject to Canadian non-resident withholding tax in respect of amounts paid or credited or deemed to have been paid or credited by Royal Bank as, on account of or in lieu of payment of, or in satisfaction of, Interest.

### **Eligibility for Investment**

The Notes, if issued on the date of this Information Statement, would be qualified investments for trusts governed by RRSPs, RDSPs, RESPs, RRIFs, TFSAs and DPSPs within the meaning of the Tax Act (other than a deferred profit sharing plan to which payments are made by Royal Bank or a corporation or partnership with which Royal Bank does not deal at arm's length).

Notwithstanding the foregoing, if the Notes are "prohibited investments" (as that term is defined in the Tax Act) for a TFSA or, an RRSP or a RRIF, a holder of the TFSA, or an annuitant of the RRSP or the RRIF, as the case may be (each a "**Plan Holder**") will be subject to a penalty tax as set out in the Tax Act. Notes will be "prohibited investments" (as that term is defined in the Tax Act for purposes of the prohibited investment rules) to a TFSA, an RRSP or a RRIF of a Plan Holder who has a "significant interest" (as defined in the Tax Act) in Royal Bank or who does not deal at arm's length within the meaning of the Tax Act with Royal Bank. Investors should consult with their own tax advisors.

## RISK FACTORS

**The Notes provide opportunities but may pose risks. You should carefully consider the risks involved in purchasing Notes before reaching a decision and you should discuss with your advisors the suitability of purchasing Notes in light of your particular investment objectives and after reviewing all available information, including the following:**

***Suitability*** – The Notes have certain characteristics that differ from those of conventional fixed income investments and hence may not be suitable for all investors. Specifically, the amount of Interest, if any, payable is uncertain. Accordingly, the Notes are not suitable investments for an investor who needs or expects to receive regular payments over the term of the Notes.

A prospective investor should reach a decision to invest in the Notes after carefully considering the suitability of the Notes for their own investment purposes. Prospective investors should consult with their investment advisor, as well as their own legal, accounting and tax advisors in order to determine the consequences of an investment in the Notes.

***No return may be payable*** – It is uncertain if any return will be payable under the Notes. A holder may only receive the Principal Amount of the Note on the Maturity Date if the Reference Spread is negative for each of the days in each Interest Period during the term of the Note.

***Other fixed income securities may provide a better return*** – The Reference Spread must be a positive number for at least [■]% (rounded to the nearest whole percentage) of the term of the Notes in order to earn an overall Note yield similar to yields currently available on other Royal Bank bonds and GICs with a similar term as the Notes (approximately [■]% per annum).

***Interest will depend on the Reference Spread***– Subject to the occurrence of certain Extraordinary Events, Interest payable to Noteholders for an Interest Period will be calculated based on the Reference Spread applicable to such Interest Period. No assurance can be given that the 30 Year CAD CMS Rate will exceed the 10 Year CAD CMS Rate at any time during the term of the Notes and there is therefore no assurance that a Noteholder will receive a return on any Interest Payment Date. The Reference Spread will be influenced by overall economic trends and reactions of policy makers to those economic trends.

***Secondary Market*** – RBC DS may, from time to time, purchase and sell Notes, but will not be obligated to do so. The Notes will not be listed on any stock exchange and there is no assurance that a secondary market for Notes will develop or be sustainable. If RBC DS determines, in its sole discretion, to stop facilitating a secondary market for the Notes, holders of Notes may not be able to resell their Notes. If RBC DS offers to purchase Notes in connection with a secondary market transaction, there is no assurance that the purchase price will be the highest possible price available in any secondary market for the Notes. The value of the Notes in any secondary market will be affected by a number of complex and inter-related factors, including prevailing interest rates, interest rate volatility, any actual or anticipated changes in our credit ratings or credit spreads, and the time remaining until maturity. The effect of any one factor may be offset or magnified by the effect of another factor. The secondary market price for the Notes could be below the \$100 new issue price.

***Extraordinary Events*** – The occurrence of certain Extraordinary Events may delay the time at which the Interest is determined and may allow us the option of estimating the Reference Spread for one or more Interest Periods. These include events that could have an impact on our ability to perform our obligations under the Notes or to hedge our position in respect of our obligation to make payments under the Notes.



**Potential conflicts of interest** – We, our subsidiary, RBC DS, or any of our respective affiliates will perform functions or engage in activities in the course of our normal respective business operations that could adversely impact on the value of the Notes, your ability to resell your Notes or the amount or timing of receipt of entitlements under the Notes. Royal Bank or RBC DS, as our calculation agent, will be responsible for determining the amount of the return payable under the Notes. We or RBC DS may exercise judgment and discretion in relation to the calculations, determinations, functions and activities undertaken in respect of the Notes from time to time. Royal Bank's and RBC DS' calculations and determinations in respect of the Notes will, absent manifest error, be final and binding on Noteholders. Consequently, potential conflicts between the interests of Noteholders and our interests may arise.

**Credit Risk** - The Notes will evidence deposit liabilities of Royal Bank (credit ratings: Moody's Aa3; Standard & Poor's AA-; DBRS AA) and will rank equally and rateably with all other deposit liabilities of Royal Bank and by their terms will be fungible. **Noteholders will not have the benefit of any insurance under the provisions of the Canada Deposit Insurance Corporation Act.** Return on the Notes is subject to the creditworthiness of Royal Bank. The repayment of a Noteholder's Principal Amount and the payment of Interest is subject to the creditworthiness and financial health of RBC. Any decline in credit ratings or decrease in the market view of RBC's credit worthiness is likely to adversely affect the market value of the Notes.

## DEFINITIONS

The following capitalized terms are used frequently in this Information Statement and have the respective meanings set forth below:

**"10 Year CAD CMS Rate"** means, on any day, the 10 year Canadian dollar constant maturity swap rate (or CMS Rate) as at 11 a.m., Toronto time, as quoted on Bloomberg page "RBCL". The 10 Year CAD CMS Rate on any day that is not a Business Day shall be the applicable 10 Year CAD CMS Rate as of the immediately preceding Business Day.

**"30 Year CAD CMS Rate"** means, on any day, the 30 year Canadian dollar constant maturity swap rate (or CMS Rate) as at 11 a.m., Toronto time, as quoted on Bloomberg page "RBCL". The 30 Year CAD CMS Rate on any day that is not a Business Day shall be the applicable 30 Year CAD CMS Rate as of the immediately preceding Business Day.

**"Applicable Percentage"** has the meaning attributed thereto under "*Summary*".

**"Business Day"** means a day on which commercial banks are open for business and able to effect transactions in foreign exchange and foreign currency deposits in Toronto, Canada and a day on which book-entry transfers may be affected through CDS. If any date on which any action is otherwise required to be taken in respect of the Notes is not a Business Day, the date on which such action shall be taken shall, except as otherwise indicated, be the next following Business Day.

**"Calculation Agent"** means the calculation agent for the Notes appointed by Royal Bank from time to time. The Calculation Agent initially will be Royal Bank of Canada, Toronto Branch, 200 Bay Street, 2nd Floor, South Tower Plaza, Toronto, Ontario, Canada M5J 2W7; Attention: Structured Rates.

**"CDIC"** means Canada Deposit Insurance Corporation.

**"CDS"** means CDS Clearing and Depository Services Inc., and its successors.

**"CMS Rate"** means the interest rate available on a particular day for an Interest Rate Swap for a specified term to the maturity date thereof.

**"CRA"** means the Canada Revenue Agency.

**"DPSPs"** means deferred profit sharing plans as defined for purposes of the Tax Act.

**"Extraordinary Event"** means any event, circumstance or cause which Royal Bank determines has or will have a material adverse effect on the ability of Royal Bank to perform its obligations under the Notes or to hedge its position in respect of its obligation to make payment of amounts owing thereunder and more specifically includes a Market Disruption Event in respect of the 10 Year CAD CMS Rate or the 30 Year CAD CMS Rate.

**"Global Note"** has the meaning attributed thereto under "*Related Matters – Registration*".

**"Holder"** has the meaning attributed thereto under "*Canadian Federal Income Tax Considerations*".

**"Interest"** means an amount, calculated on a per annum basis, equal to the Applicable Percentage of the Principal Amount payable on the Notes on each Interest Payment Date.

**"Interest Payment Date"** has the meaning attributed thereto under "*Summary*".

**"Interest Period"** means each period from and including an Interest Payment Date (or, in respect of the first Interest Period, the Issue Date) to but excluding the next following Interest Payment Date.

**"Interest Rate Swap"** means an agreement between two parties to exchange cash flows from a fixed rate of interest for cash flows from a floating interest for a specified period of time; where the fixed rate of interest is set out in the agreement and the floating rate of interest is reset quarterly, based on the average 3-month Canadian Bankers' Acceptances bid side interest rate, as supplied by nine market makers (removing the highest and lowest rates) as at 10 a.m., Toronto time, on each Business Day.

**"Issue Date"** means on or about January 22, 2014.

**"Market Disruption Event"** means, in respect of the 10 Year CAD CMS Rate or the 30 Year CAD CMS Rate, any bona fide event, circumstance or cause (whether or not reasonably foreseeable) which is beyond the reasonable control of the Calculation Agent or any person that does not deal at arm's length with the Calculation Agent which has or could have a material adverse effect on the ability of Royal Bank or any of its affiliates generally to place, maintain, substitute, unwind or modify hedge positions in respect of the such rate. A Market Disruption Event may include, without limitation, any of the following events:

- (a) any event that disrupts or impairs, as determined by the Calculation Agent, the ability of market participants in general to effect transactions in, or obtain market values for (i) the 10 Year CAD CMS Rate or the 30 Year CAD CMS Rate, or (ii) futures or options contracts relating to the Reference Spread;
- (b) the taking of any action by any governmental, administrative, legislative or judicial authority or power of Canada or any other country or political subdivision thereof that has a material adverse effect on the financial markets of Canada; or
- (c) the enactment, publication, decree or other promulgation of, or any change in, any statute, regulation, rule, policy, practice, or order, or the promulgation or any change in the interpretation by any court, tribunal or other government authority of any statute, regulation, rule, policy, practice, or order that would make it unlawful or impracticable for us to perform our obligations under the Notes or for a party generally to execute, maintain or modify a hedge in a position in respect of the 10 Year CAD CMS Rate or the 30 Year CAD CMS Rate.

**"Maturity Date"** or **"maturity"** means on or about January 22, 2024.

**"Nominee"** means the nominee appointed from time to time by CDS, initially CDS & Co.

**"Non-Resident Holder"** has the meaning attributed thereto under *"Canadian Federal Income Tax Considerations"*.

**"Note"** and **"Notes"** have the meanings attributed thereto under *"Summary"*.

**"Noteholder"** has the meaning attributed thereto under *"Related Matters - Registration"*.

**"Paying and Transfer Agent"** means the paying and transfer agent for the Notes appointed by us from time to time. The Paying and Transfer Agent will initially be RBC Dominion Securities Inc. whose address is P.O. Box 50, Royal Bank Plaza, 6th Floor, South Tower, Toronto, Ontario, Canada M5J 2W7; Attention: National Operations.

**"Plan Holder"** has the meaning attributed thereto under *"Canadian Federal Income Tax Considerations"*.

**"Principal Amount"** means \$100 per Note.

"**Proposals**" has the meaning attributed thereto under "*Canadian Federal Income Tax Considerations*".

"**RBC DS**" means RBC Dominion Securities Inc. and its successors and assigns.

"**Reference Spread**" has the meaning attributed thereto under "*Summary*".

"**Regulations**" has the meaning attributed thereto under "*Canadian Federal Income Tax Considerations*".

"**Resident Holder**" has the meaning attributed thereto under "*Canadian Federal Income Tax Considerations*".

"**Royal Bank**" means Royal Bank of Canada and its successors and assigns.

"**RRIFs**" means registered retirement income funds as defined for purposes of the Tax Act.

"**RRSPs**" means registered retirement savings plans as defined for purposes of the Tax Act.

"**RESPs**" means registered education savings plans as defined for purposes of the Tax Act.

"**RDSPs**" means registered disability savings plans as defined for purposes of the Tax Act.

"**TFSAs**" means tax-free savings accounts as defined for purposes of the Tax Act.

"**Tax Act**" has the meaning attributed thereto under "*Canadian Federal Income Tax Considerations*".

## SCHEDULE A – Disclosure for Sales in Person or by Telephone

### Term of the Notes

The notes mature and the Principal Amount of the Notes will be repaid on or about January 22, 2024 for a term to maturity of 10 years. All amounts payable in respect of the Notes will be made available by Royal Bank in book entry form through CDS.

### How Interest on the Notes is calculated

The Notes are linked to the performance of the Reference Spread. Interest on the Notes will be paid on the Interest Payment Dates throughout the term of the Note.

Interest on the Notes will be calculated on a per annum basis and payable based on the number of days in each Interest Period. The Interest payable per \$100 principal amount of the Notes on any Interest Payment Date will be equal to \$100 multiplied by the Applicable Percentage multiplied by a fraction, the numerator of which is the number of days in the applicable Interest Period and the denominator of which is 365. The Applicable Percentage in respect of any Interest Period will be equal to 6.00% multiplied by N/D. For the purposes of calculating the Applicable Percentage, "N" is the total number of calendar days in the applicable Interest Period on which the 30 Year CAD CMS Rate (as defined herein) is greater than or equal to the 10 Year CAD CMS Rate (as defined herein); and "D" is the total number of calendar days in the applicable Interest Period. If the Interest Payment Date is not a Business Day, it will be postponed to the next following Business Day.

### Fees and Expenses

No selling commission will be paid to selling agents who sell the Notes. If an Extraordinary Event occurs, we may incur expenses unwinding any hedge position in respect of our obligation to make payments under the Notes, which could reduce the amount of return otherwise payable on the Notes.

### Risk Factors

Risks of owning the Notes include the following:

- the Notes may not be a suitable investment for all investors;
- the investor will not receive an annual return if the Reference Spread is negative for each of the days in each Interest Period during the term of the Note;
- the Reference Spread must be a positive number for at least [■](rounded to the nearest whole percentage) of the term of the Notes in order to earn an overall Note yield similar to yields currently available on other Royal Bank bonds and GICs with a similar term as the Notes (approximately [■]% per annum);
- the return on the Notes, if any, will depend on the Reference Spread, which is influenced by economic trends and monetary policy;
- a secondary market for the Notes may not develop or be sustainable;
- the occurrence of an Extraordinary Event could affect the return payable on the Notes;
- we or RBC DS may engage in activities that could adversely impact the Notes; and
- the repayment of a Noteholder's Principal Amount and the payment of Interest is subject to the creditworthiness of Royal Bank. **Noteholders will not have the benefit of any insurance under the provisions of the Canada Deposit Insurance Corporation Act.**

### Tax Considerations

Potential Canadian income tax consequences for investors in Notes are described in the Information Statement under "*Canadian Federal Income Tax Considerations*".

Investors should, however, consider the following:

- all payments of Interest on the Notes should be included in an individual Noteholder's income for the taxation year in which the amount of interest is received or receivable;
- on a disposition of a Note to a person (including Royal Bank), the amount of any interest accrued on the Note will be required to be included in computing income and will be excluded from the proceeds of disposition of the Note, except to the extent that such amount has already been included in income; and
- while the matter will depend on the actual facts, on such disposition the Noteholder should also realize a capital gain (or capital loss).

***This summary is not intended to constitute, nor should it be relied upon as, tax advice to any particular Noteholder. All Noteholders should consult their own tax advisors with respect to their tax positions and the tax consequences of holding Notes.***

### Differences from Conventional Fixed Rate Investments

The Notes are different from conventional fixed rate investments. The Notes will not provide a return that is calculated by reference to a fixed or floating rate of interest that is specified prior to the Issue Date. Return on the Notes, unlike the return on many other deposit liabilities of Canadian banks and other conventional fixed rate investments, is uncertain in that if the Reference Spread is negative for each of the days in an Interest Period, there will be no return payable on the Notes in respect of such Interest Period. There is no assurance that a Noteholder will receive a return on any Interest Payment Date.

The Notes are not suitable for investors who need or expect a regular income stream. No assurance can be made that a Noteholder will receive any payment on the Notes other than the repayment of the Principal Amount of each Note at maturity.

### Secondary Market

RBC DS intends to take steps to establish a secondary market for the Notes. The Notes will not be listed on any stock exchange. Despite the intention of RBC DS to take steps to establish a secondary market for the Notes, RBC DS reserves the right, without providing prior notice to Noteholders, to choose not to do so in its sole discretion.

### Secondary Market Resales

The Principal Amount of each Note is guaranteed only if the Note is held until maturity. The resale of a Note by the investor in any secondary market could result in the investor receiving less than the Principal Amount invested.

### Right of Cancellation

The investor will have the right to cancel any order to buy Notes within two Business Days after the later of (i) the day on which the agreement to purchase the Notes is entered into and (ii) the day on which this

Information Statement is provided to the initial purchaser. The purchaser may exercise this right by contacting their investment advisor or RBC DS.

#### Suitability of the Notes for Investment Purposes

The Notes may be suitable for:

- investors who want to protect their principal investment at maturity and who want the potential for an enhanced coupon during the term of the Note
- investors who are prepared to assume the risks associated with an investment that is linked to the spread between the 30 Year CAD CMS Rate and the 10 Year CAD CMS Rate
- investors with an investment horizon equal to the term of the Note and who are prepared to hold the Notes until maturity
- investors who do not need or expect to receive regular payments over the term of the Notes

#### Non-CDIC Protected

The Notes will not constitute deposits that are insured under the *Canada Deposit Insurance Corporation Act*.

#### No Early Redemption by the Bank

The Notes will not be redeemable by Royal Bank before the Maturity Date.

#### Availability of Information

Detailed information about the Notes, including a copy of the Information Statement and the last available measures that would be used to determine the Applicable Percentage and Reference Spread, will be posted at [www.rbccm.com/structuredrates](http://www.rbccm.com/structuredrates) and will be provided in writing on request from RBC DS at 416-842-6775.

#### Amendments to the Notes

The Global Note may be amended without the consent of holders of the Notes if in our reasonable opinion the amendment would not materially and adversely affect the rights of holders of the Notes. In other cases, the Global Note may be amended if the amendment is approved by holders of Notes holding Notes representing not less than 66 2/3% of the outstanding aggregate Principal Amount of the Notes.

#### Conflicts of Interest

Royal Bank or its subsidiary, RBC DS will perform functions or engage in activities in the course of their normal respective business operations that could adversely impact the value of the Notes, your ability to resell your Notes or the amount or timing of receipt of entitlements under the Notes.

Royal Bank or RBC DS, as calculation agent and/or as market maker for the Notes, may have financial interests that differ from and may be adverse to those of the Noteholders.