

Material Event
concerning

BANCAJA 10 FONDO DE TITULIZACIÓN DE ACTIVOS

Pursuant to the Prospectus for **BANCAJA 10 Fondo de Titulización de Activos** (the “Fund”) notice is given to the COMISIÓN NACIONAL DEL MERCADO DE VALORES of the following material event:

- On November 6, 2014, the Management Company, on behalf of the Fund, and Banco Bilbao Vizcaya Argentaria, S.A., as Mortgage Loan Servicer under the Mortgage Loan Servicing and Pass-Through Certificate Custody Agreement (the “**Servicing Agreement**”), signed an Addendum to the aforesaid Servicing Agreement in order for this Agreement to include the servicing continuity provisions required by the “Guideline of the European Central Bank of July 9, 2014 on additional temporary measures relating to Eurosystem refinancing operations and eligibility of collateral and amending Guideline ECB/2007/9”.
- Upon the Addendum to the Servicing Agreement referred to in the preceding paragraph being signed, section 3.7.2.2 of the Prospectus Building Block relating to the term and substitution of the Servicing Agreement shall be taken to include the following procedure after the second paragraph of that section:

“Procedure to ensure Mortgage Loan servicing continuity.

*If in any of the events described in the preceding paragraph the Agreement has to be terminated and a new back-up Servicer has to be nominated, the Management Company (in this regard, the “**Back-Up Servicer Facilitator**”) shall use its best efforts to nominate, where that is legally possible, a new back-up servicer (the “**Back-up Servicer**”) within not more than sixty (60) days.*

In regard to the appointment of a back-up Servicer, the Parties shall agree as follows:

a) Servicer Commitments

The Servicer shall agree as follows with the Management Company:

- To provide the Management Company with all documentary and computerised Mortgage Loan information enabling the Back-up Servicer to manage and service the Mortgage Loans, with such content and structure and on such media as the Management Company shall determine.

- To make available upon the Management Company’s request a record of the personal data of Obligors (and third-party guarantors, if any) necessary to issue collection orders to Obligors or their guarantors or to call guarantees or to have served on Obligors the notice referred to below (hereinafter “Personal Data Record” or “PDR”), the communication of which data shall be limited by the Data Protection Act.

- Upon the Management Company’s request, to deposit the PDR before a Notary in order that it may be searched or used in due course by the Management Company in case of need in connection with the Mortgage Loan servicing functions.

- In the event of the Servicer actually being substituted, to assist the Management Company and the Back-up Servicer using all reasonable efforts in the substitution process and, as the case may be, notify Obligors (and third-party guarantors, pledged asset custodians and mortgaged property insurers, if any).

- To enter into and execute all and any transactions and contracts requiring the Servicer’s involvement in order for functions to be effectively transferred to the new servicer.

- The Servicer shall bear all and any own and other third-party legal, advisory or other service costs and expenses incurred by the Management Company in discharging its duties as Back-Up Servicer Facilitator.

b) The Management Company's commitments as Back-Up Servicer Facilitator

The Management Company agrees to use its best efforts in order to find a Back-up Servicer where that is legally possible. The Management Company agrees to keep a record of all actions taken to find the Back-up Servicer, and the corresponding date, which shall include, but not be limited to, the following documents: analysis of potential -up servicers, communications and discussions with the same, justification of decisions as to potential back-up servicers, legal opinions, communications with the Servicer, the CNMV, the Rating Agencies and, as the case may be, the Servicer's receiver."

Madrid, November 7, 2014.

Mario Masiá Vicente
General Manager