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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): January 5, 2005

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**SLM CORPORATION**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of  
incorporation or organization)

**52-2013874**

(I.R.S. Employer  
Identification No.)

**12061 Bluemont Way, Reston, Virginia**

(Address of principal executive offices)

**20190**

(Zip Code)

Registrant's telephone number, including area code: **(703) 810-3000**

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Item 8.01. Other Events

On January 5, 2005, SLM Corporation (the "Company") executed and delivered the Amended and Restated Selling Agent Agreement among the Company, ABN AMRO Financial Services, Inc., Banc of America Securities, LLC, Citigroup Global Markets Inc., Edward D. Jones & Co., L.P., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley & Co. Incorporated, UBS Financial Services Inc. and Wachovia Securities, LLC (collectively, the "Agents") under which the Company will issue, from time to time, its Medium Term Notes, Series B, also known as EdNotes<sup>®</sup> ("EdNotes").

Item 9.01. Financial Statements, Pro Forma Financial Statements and Exhibits

(a) Financial Statements of Businesses Acquired:

Not Applicable.

(b) Pro Forma Financial Information:

Not Applicable.

(c) Exhibits:

- 1 Amended and Restated Selling Agent Agreement, dated January 5, 2005 among the Company and the Agents party thereto
- 4.1 Officers' Certificate amending and restating the terms of the EdNotes
- 4.2 Medium Term Note Master Note, dated January 23, 2003 (incorporated by reference to Exhibit 4.2 to registrant's Current Report on Form 8-K (File No. 001-13251) filed on January 28, 2003)

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SLM CORPORATION

By: \_\_\_\_\_ /s/ JOHN F. REMONDI  
Name: John F. Remondi  
Title: Executive Vice President, Finance

Dated: January 5, 2005

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## INDEX TO EXHIBITS

<u>Exhibit Number</u>	<u>Exhibit</u>
1	Amended and Restated Selling Agent Agreement, dated January 5, 2005 among the Company and the Agents party thereto
4.1	Officers' Certificate amending and restating the terms of the EdNotes
4.2	Medium Term Note Master Note, dated January 23, 2003 (incorporated by reference to Exhibit 4.2 to registrant's Current Report on Form 8-K (File No. 001-13251) filed on January 28, 2003)

SLM CORPORATION

\$3,000,000,000

EdNotes <sup>SM</sup>

WITH MATURITIES OF 9 MONTHS OR MORE FROM DATE OF ISSUE

AMENDED AND RESTATED SELLING AGENT AGREEMENT

January 5, 2005

ABN AMRO Financial Services, Inc.  
327 Plaza Real, Suite 225  
Boca Raton, FL 33432

and

The Agents listed on Schedule A hereto

Dear Sirs:

SLM Corporation, a Delaware corporation (the "**Company**"), proposes to issue and sell up to \$3,000,000,000 aggregate principal amount of its Medium Term Notes, Series B, also known as EdNotes <sup>SM</sup> (the "**Notes**"), with maturities of 9 months or more from date of issue pursuant to the provisions of the Indenture, dated as of October 1, 2000 (the "**Original Indenture**"), between the Company and JPMorgan Chase Bank, N.A. (formerly known as JPMorgan Chase Bank and The Chase Manhattan Bank), as trustee ("**JPMorgan Chase**"), as supplemented by the Fourth Supplemental Indenture, dated as of January 16, 2003 (the "**Fourth Supplemental Indenture**"), between the Company and Deutsche Bank Trust Company Americas, as trustee ("**Deutsche Bank**" or the "**Trustee**"), as consented to by JPMorgan Chase, as amended by the Amended Fourth Supplemental Indenture, dated as of December 17, 2004 (the "**Amended Fourth Supplemental Indenture**"), between the Company and the Trustee (the Original Indenture, the Fourth Supplemental Indenture and the Amended Fourth Supplemental Indenture, each as amended or supplemented, collectively the "**Indenture**"). The Notes shall have the maturity ranges, interest rates and other terms set forth in the Prospectus referred to below as it may be amended or supplemented from time to time. The Notes will be issued, and the terms thereof established, from time to time by the Company in accordance with the Indenture.

Subject to the terms and conditions contained in this Amended and Restated Selling Agent Agreement (the "**Agreement**"), the Company hereby (1) appoints each of you as an agent of the Company (individually, an "**Agent**" and collectively the "**Agents**") for the purpose of soliciting and receiving offers to purchase Notes from the Company, and you hereby agree to use your reasonable best efforts to solicit and receive offers to purchase Notes upon terms acceptable to the Company at such times and in such amounts as the Company shall from time to time specify and in accordance with the terms hereof and (2) agrees that whenever the Company

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determines to sell Notes to you as principal pursuant to this Agreement, such Notes shall be sold pursuant to a Terms Agreement (as defined in Section IV(b) below) relating to such sale in accordance with the provisions of Section IV(b) hereof between the Company and ABN AMRO Financial Services, Inc., as purchasing agent (the “**Purchasing Agent**”) for you. This Agreement shall not be construed to create either an obligation on the part of the Company to sell any Notes or an obligation of any of the Agents to purchase Notes. The Company and certain agents of the Company are parties to a Selling Agent Agreement, dated as of January 23, 2003 (the “**Original Selling Agent Agreement**”). This Agreement is intended to amend, restate and supersede the Original Selling Agent Agreement.

I.

The Company has filed with the Securities and Exchange Commission (the “**Commission**”) a registration statement on Form S-3 (No. 333-107132) relating to the Notes and the offering thereof, from time to time, in accordance with Rule 415 under the Securities Act of 1933, as amended (the “**Securities Act**”). Such registration statement, including all documents incorporated therein by reference, as from time to time amended or supplemented, is referred to herein as the “**Registration Statement**”. The Registration Statement has been declared effective by the Commission, and the Indenture has been qualified under the Trust Indenture Act of 1939, as amended (the “**Trust Indenture Act**”). The Company has prepared or will promptly prepare for filing with, or transmission for filing to, the Commission, pursuant to Rule 424 under the Securities Act, a prospectus supplement (the “**Prospectus Supplement**”) and a prospectus (the “**Base Prospectus**”) for the purpose of supplying information in respect of the public offering of the Notes. The Prospectus Supplement, together with the Base Prospectus, including all documents incorporated therein by reference, as from time to time amended or supplemented, and including any supplement to the Prospectus that sets forth only the terms of a particular issue of the Notes (each, a “**Pricing Supplement**”), are referred to collectively as the “**Prospectus**”.

II.

Your obligations hereunder are subject to the following conditions, each of which shall be met on the date hereof or such other date as you and the Company shall fix for the commencement of your obligations hereunder (the “**Commencement Date**”):

(a) (i) No litigation or proceeding shall be threatened or pending to restrain or enjoin the issuance or delivery of the Notes, or which in any way questions or affects the validity of the Notes and (ii) no stop order suspending the effectiveness of the Registration Statement shall be in effect, and no proceedings for such purpose shall be pending before or threatened by the Commission and (iii) there shall have been no material adverse change in the consolidated financial condition of the Company and its subsidiaries, considered as a whole (a “**Material Adverse Change**”), from that set forth in the Registration Statement and the Prospectus; and you shall have received on the Commencement Date a certificate of the Company dated such Commencement Date and signed by an executive officer of the Company to the foregoing effect (the “**Officer’s Certificate**”). The officer signing such certificate may rely upon the best of his knowledge as to proceedings threatened.

(b) You shall have received a favorable opinion from the Company's general counsel, dated the Commencement Date, to the effect that:

(i) the Company is a corporation validly existing and in good standing under the laws of the State of Delaware and has the corporate power and authority to own its properties and conduct its business as described in the Prospectus;

(ii) the Company is duly qualified to do business as a foreign corporation in good standing in each jurisdiction in which the conduct of its business requires such qualification and in which the failure to so qualify would have a material adverse effect on the Company and its subsidiaries considered as a whole;

(iii) the Company has full power and authority to authorize, issue and sell the Notes as contemplated by this Agreement;

(iv) the Indenture has been duly authorized, executed and delivered by the Company and constitutes a legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, subject, as to enforcement of remedies, to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, general equitable principles and the discretion of courts in granting equitable remedies; and the Indenture has been duly qualified under the Trust Indenture Act;

(v) the Notes have been duly authorized and, when issued and delivered pursuant to this Agreement and any Terms Agreement, will have been executed, authenticated, issued and delivered in the manner provided for in the Indenture against payment therefor, and will constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, subject as to enforcement of remedies, to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, general equitable principles and the discretion of courts in granting equitable remedies;

(vi) this Agreement has been duly authorized, executed and delivered by the Company;

(vii) no authorization, consent or approval of, or registration or filing with, any governmental or public body or regulatory authority is required on the part of the Company for the issuance of the Notes in accordance with the Indenture or the sale of the Notes in accordance with this Agreement other than the registration of the Notes under the Securities Act, qualification of the Indenture under the Trust Indenture Act and compliance with the securities or Blue Sky laws of various jurisdictions;

(viii) the execution and delivery of the Indenture, the issuance of the Notes in accordance with the Indenture and the sale of the Notes pursuant to this Agreement (a) do not and will not result in any violation of the certificate of incorporation or bylaws of the Company, (b) do not and will not result in a breach or violation of any of the terms and provisions of, or constitute a default under, any agreement or other instrument binding upon the Company or any subsidiary of the Company that is a "significant subsidiary" as

defined in Rule 1-02(w) of Regulation S-X under the Securities Act (each, a “**Significant Subsidiary**”) that is material to the Company and its subsidiaries considered as a whole, and (c) do not and will not result in a violation of any existing material law, rule or regulation applicable to the Company or any of its subsidiaries or any material judgment, order, writ, injunction or decree known to such counsel of any governmental authority or court having jurisdiction over the Company or any of its subsidiaries;

(ix) the statements in the Prospectus under the captions “Description of Debt Securities”, “Description of EdNotes” and “U.S. Federal Tax Consequences” insofar as such statements constitute summaries of the documents (or provisions thereof) or statutes (or provisions thereof) referred to therein, fairly present the information required to be described with respect to such documents (or provisions thereof) or statutes (or provisions thereof) and fairly summarize in all material respects such documents (or provisions thereof) or statutes (or provisions thereof);

(x) the statements (a) under the caption “Legal Proceedings” in the Company’s Annual Report on Form 10-K for the year ended December 31, 2003 and in Part II, Item 1 of the Company’s Quarterly Reports on Form 10-Q for each of the quarters ended March 31, 2004, June 30, 2004 and September 30, 2004, and (b) in the Registration Statement under Item 15, insofar as such statements constitute summaries of the documents (or provisions thereof), statutes (or provisions thereof) or legal proceedings referred to therein, fairly present the information required to be described with respect to such documents (or provisions thereof), statutes (or provisions thereof) or legal proceedings and fairly summarize in all material respects such documents (or provisions thereof), statutes (or provisions thereof), or legal proceedings;

(xi) (A) the Original Indenture filed by the Company with the Commission as an exhibit to the Company’s Current Report on Form 8-K on October 5, 2000, (B) the Fourth Supplemental Indenture filed by the Company with the Commission as an exhibit to the Company’s Current Report on Form 8-K on January 17, 2003, (C) the Amended Fourth Supplemental Indenture filed by the Company with the Commission as an exhibit to the Company’s Current Report on Form 8-K on December 17, 2004 and (D) the Officers’ Certificate amending and restating the terms of the Notes, dated as of the date hereof, conform in all material respects to the descriptions thereof in the Prospectus;

(xii) there are no (a) legal or governmental proceedings pending or, to the knowledge of the Company’s general counsel, threatened to which the Company or any Significant Subsidiary is a party, or to which any of the properties of the Company or any Significant Subsidiary is subject, that are required to be described in the Registration Statement or the Prospectus and are not so described or (b) statutes, regulations or contracts that are required to be described in the Registration Statement or the Prospectus or to be filed as exhibits to the Registration Statement that are not described or filed as required;

(xiii) the Registration Statement has become effective under the Securities Act, and, to knowledge of the Company’s general counsel, no stop order suspending the effectiveness of the Registration Statement or of any part thereof has been issued and no



proceedings for that purpose have been instituted or are pending under the Securities Act; and

(xiv) (1) each document, if any, filed pursuant to the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), and incorporated by reference in the Prospectus, when such document was filed with the Commission, complied as to form in all material respects with the Exchange Act and the rules and regulations thereunder; and (2) the Registration Statement, as of its effective date, and the Prospectus, as of its issue date and the Commencement Date, complied as to form in all material respects with applicable requirements of the Trust Indenture Act and the Securities Act and the rules and regulations thereunder (in each case other than the financial statements and notes thereto, the financial statement schedules and the other financial data and Form T-1 included or incorporated by reference therein).

In addition, the Company’s general counsel shall state that, although such counsel does not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Registration Statement or the Prospectus as amended or supplemented, nothing came to her attention that causes her to believe that (A) the Registration Statement (other than the financial statements and notes thereto, the financial statement schedules and the other financial data and the Form T-1 included or incorporated by reference therein), as of its effective date, contained an untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading or (B) the Prospectus (other than the financial statements and notes thereto, the financial statement schedules and the other financial data included or incorporated by reference therein), as amended or supplemented, as of its issue date and as of the Commencement Date, contained or contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(c) You shall have received on the Commencement Date a letter dated the Commencement Date from PricewaterhouseCoopers LLP, independent auditors, containing statements and information of the type ordinarily included in auditors’ “comfort letters” to underwriters with respect to the financial statements and certain financial information contained in or incorporated by reference into the Registration Statement and the Prospectus relating to the Notes.

(d) You shall have received a favorable opinion of Gibson, Dunn & Crutcher LLP, counsel for the Agents, dated such Commencement Date, to the effect set forth in Section II(b) in clauses (iv), (v), (vi) and (xiv)(2) and subsection (B) of the paragraph following clause (xiv).

(e) You shall have received a certificate of the secretary or assistant secretary of the Company as to (i) the Certificate of Incorporation of the Company, (ii) the Bylaws of the Company and (iii) the resolutions authorizing the issuance and sale of the Notes.

The obligations of the Purchasing Agent to purchase Notes as principal, both under this Agreement and under any Terms Agreement, are subject to the conditions that (i) no litigation or

proceeding shall be threatened or pending to restrain or enjoin the issuance or delivery of the Notes, or which in any way questions or affects the validity of the Notes, (ii) no stop order suspending the effectiveness of the Registration Statement shall be in effect, and no proceedings for such purpose shall be pending before or threatened by the Commission and (iii) there shall have been no Material Adverse Change, each of which conditions shall be met on the corresponding Settlement Date (as defined in Section IV(b) hereof). Further, if specifically agreed to by the parties to any Terms Agreement, the Purchasing Agent's obligations hereunder and under such agreement shall be subject to such of the additional conditions set forth in clause (a) above, as it relates to the Officer's Certificate, and clauses (b), (c), (d) and (e) above, as agreed to by the parties, each of which such agreed upon conditions shall be met on the corresponding Settlement Date (as defined below).

### III.

In further consideration of your agreements herein contained, the Company covenants as follows:

(a) To furnish to the Purchasing Agent, on behalf of the Agents, without charge, a copy of (i) the Indenture, (ii) the Registration Statement including exhibits and documents incorporated by reference therein, on the Commencement Date or such later date on which such filings are to be transmitted for filing with the Commission (provided, that with respect to documents to be incorporated by reference into the Registration Statement, such documents shall be furnished to the Purchasing Agent on or reasonably promptly after the date on which such documents are filed with the Commission); and (iii) as many copies of the Prospectus, any documents incorporated by reference therein and any supplements and amendments thereto as you may reasonably request.

(b) Before amending or supplementing the Registration Statement or the Prospectus (other than by (i) amendments or supplements to change interest rates, (ii) amendments or supplements in the form of the Company's periodic filings to be filed with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act that are incorporated by reference in the Prospectus or (iii) amendments or supplements that relate to securities or indebtedness other than the Notes), to furnish the Purchasing Agent a copy of each such proposed amendment or supplement, and to afford the Purchasing Agent, on behalf of the Agents, a reasonable opportunity to comment on any such proposed amendment or supplement. If the Registration Statement is to be amended in a manner that is unrelated to the Notes, the Company will provide a copy of such amendment to the Purchasing Agent.

(c) To furnish the Purchasing Agent, on behalf of the Agents, copies of each amendment and supplement to the Prospectus in such quantities as the Purchasing Agent may from time to time reasonably request; and if at any time when the delivery of a Prospectus shall be required by law in connection with sales of any of the Notes, either (i) any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include any untrue statement of a material fact, or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading or (ii) for any other reason it shall be necessary to amend or supplement the latest Prospectus, as then amended or supplemented, or to file under the Exchange Act any document incorporated by

reference in the Prospectus in order to comply with the Securities Act or the Exchange Act, the Company will (A) notify the Agents to suspend the solicitation of offers to purchase Notes and if notified by the Company, the Agents shall forthwith suspend such solicitation and cease using the Prospectus as then amended or supplemented and (B), if the Company notifies the Agents that it would like the Agents to resume the solicitation of offers to purchase, promptly prepare and file with the Commission such document incorporated by reference in the Prospectus or an amendment or supplement to the Registration Statement or the Prospectus which will correct such statement or omission or effect such compliance and will provide to the Agents without charge a reasonable number of copies thereof, which the Agents shall use thereafter.

(d) To endeavor to qualify such Notes for offer and sale under the securities or Blue Sky laws of such jurisdictions as you shall reasonably request and to pay all reasonable expenses (including fees and disbursements of counsel) in connection with such qualification and in connection with the determination of the eligibility of such Notes for investment under the laws of such jurisdictions as you may designate; provided, that, in connection therewith the Company shall not be required to qualify as a foreign corporation to do business, or to file a general consent to service of process, in any jurisdiction.

(e) The Company will make generally available to its security holders and to you as soon as practicable earning statements that satisfy the provisions of Section 11(a) of the Securities Act and the rules and regulations of the Commission thereunder covering twelve month periods beginning, in each case, not later than the first day of the Company's fiscal quarter next following the "effective date" (as defined in Rule 158 under the Securities Act) of the Registration Statement with respect to each sale of Notes.

(f) (i) If the Company and the Purchasing Agent mutually agree to list Notes on any stock exchange (a "**Stock Exchange**"), to use its reasonable efforts, in cooperation with the Purchasing Agent, to cause such Notes to be accepted for listing on any such Stock Exchange. In connection with any such agreement to list Notes on a Stock Exchange, the Company shall use its reasonable efforts to obtain such listing promptly and shall furnish any and all documents, instruments, information and undertakings that may be reasonably necessary or advisable in order to obtain and maintain the listing.

(ii) So long as any Note remains outstanding and listed on a Stock Exchange, if the Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact relating to any matter described in the Prospectus the inclusion of which was required by the listing rules and regulations of such Stock Exchange on which any Notes are listed (the "**Listing Rules**") or by such Stock Exchange, to provide to the Purchasing Agent information about the change or matter and to amend or supplement the Prospectus in order to comply with the Listing Rules or as otherwise requested by the Stock Exchange.

(iii) To use reasonable efforts to comply with any undertakings given by it from time to time to any Stock Exchange on which any Notes are listed.

(g) To notify the Purchasing Agent promptly in writing in the event that the Company does not have a security listed on the New York Stock Exchange.

(h) Upon receipt of a ratings letter from either Moody's Investors Service, Inc. ("**Moody's**") or Standard & Poor's Ratings Services ("**S&P**") as to the ratings they have accorded the EdNotes medium-term note program (the "**Program**"), the Company will promptly forward copies of any such letter to the Purchasing Agent; provided, however, that the Company shall only be required to forward to the Purchasing Agent the first such letter received from each of Moody's and S&P, and any subsequent letters reflecting a change in the ratings of the Program accorded by either Moody's or S&P.

(i) The Company will notify the Agents as promptly as practicable, and confirm such notice in writing, of any change in the rating assigned by any nationally recognized statistical rating organization, as such term is defined in Rule 436(g)(2) under the Securities Act, to the Program, any debt securities (including the Notes) of the Company, or the public announcement by any nationally recognized statistical rating organization that it has under surveillance or review, with possible negative implications, its rating of the Program or any such debt securities, or the withdrawal by any nationally recognized statistical rating organization of the Program or any its rating of any such debt securities.

#### IV.

(a) Solicitations as Agent. You hereby agree, as Agents hereunder, to use your reasonable best efforts to solicit and receive offers to purchase Notes upon the terms and conditions set forth herein and in the Prospectus and upon the terms communicated to you from time to time by the Company. For the purpose of such solicitation you will use the Prospectus as then amended or supplemented which has been most recently distributed to you by the Company, and you will solicit offers to purchase only as permitted or contemplated thereby and herein. The Company reserves the right, in its sole discretion, to suspend solicitation of offers to purchase Notes commencing at any time for any period of time or permanently. Upon receipt of instructions (which may be given orally) from the Company, you will as soon as practicable, but in any event no later than one business day after receipt of such instructions, suspend solicitation of offers to purchase until such time as the Company has advised you that such solicitation may be resumed.

You are authorized to solicit orders for the Notes only in denominations of \$1,000 or more (in multiples of \$1,000). You are not authorized to appoint subagents or to engage the service of any other broker or dealer in connection with the offer or sale of the Notes without the consent of the Company; provided, however, the Purchasing Agent may engage the service of any other broker or dealer without the consent of the Company. The Purchasing Agent will, however, on a periodic basis, provide the Company with a listing of those brokers or dealers so engaged. In addition, unless otherwise instructed by the Company, the Purchasing Agent shall communicate to the Company, orally or in writing, the aggregate amount of offers to purchase each proposed issuance of Notes. The Company shall have the sole right to accept offers to purchase Notes offered through you and may reject any proposed purchase of Notes as a whole or in part. You shall have the right, in your discretion reasonably exercised, to reject any proposed purchase of Notes, as a whole or in part, and any such rejection shall not be deemed a breach of your agreements contained herein.

The Company agrees to pay the Purchasing Agent, as consideration for soliciting the sale of the Notes, a concession in the form of a discount equal to the percentages of the principal amount of each Note sold not in excess of the concession set forth in Exhibit A hereto (the “**Concession**”). Notwithstanding the foregoing, for Notes that bear a zero interest rate and are issued at a substantial discount from the principal amount payable at the Maturity Date (a “**Zero-Coupon Note**”), the Company agrees to pay the Purchasing Agent, as consideration for soliciting the sale of the Zero-Coupon Notes, a Concession in the form of a discount equal to the percentages of the initial offering price of each Zero-Coupon Note sold not in excess of the Concession set forth in Exhibit A hereto. The Purchasing Agent and the other Agents will share the Concession in such proportions as they may agree.

Except as provided in Section IV(b) hereof, in soliciting offers to purchase Notes from the Company, you are acting solely as agent for the Company and not as principal. If acting on behalf of the Company on an agency basis, you will make reasonable efforts to assist the Company in obtaining performance by each purchaser whose offer to purchase Notes has been accepted by the Company, but you shall not have any liability to the Company in the event such purchase is not consummated for any reason, other than to repay to the Company any Concession with respect thereto.

(b) Purchases as Principal. Each sale of Notes to an Agent as principal shall be made in accordance with the terms of this Agreement and a separate agreement, substantially in the form of Exhibit C hereto, to be entered into on behalf of such Agent(s) by the Purchasing Agent, which will provide for the sale of such Notes to, and the purchase and reoffering thereof by, the Purchasing Agent as principal. Each such separate agreement (which may be an oral agreement and confirmed in writing as described below between the Purchasing Agent and the Company) is herein referred to as a “**Terms Agreement**”. A Terms Agreement may also specify certain provisions relating to the reoffering of such Notes by the Purchasing Agent. The Purchasing Agent’s agreement to purchase Notes pursuant to any Terms Agreement shall be deemed to have been made on the basis of the representations, warranties and agreements of the Company herein contained and shall be subject to the terms and conditions herein set forth. Except pursuant to a Terms Agreement, under no circumstances shall you be obligated to purchase any Notes for your own account. Each Terms Agreement, whether oral (and confirmed in writing which may be by facsimile transmission) or in writing, shall describe the Notes to be purchased pursuant thereto by the Purchasing Agent as principal, and may specify, among other things, the principal amount of Notes to be purchased, the interest rate or formula and maturity date or dates of such Notes, the interest payment dates, if any, the price to be paid to the Company for such Notes, the initial public offering price at which the Notes are proposed to be reoffered, and the time and place of delivery of and payment for such Notes (the “**Settlement Date**”), whether the Notes provide for a survivor’s option or for optional redemption by the Company and on what terms and conditions, and any other relevant terms. Terms Agreements may take the form of an exchange of any standard form of written telecommunication between the Purchasing Agent and the Company.

In connection with the resale of the Notes purchased, without the consent of the Company, you are not authorized to appoint subagents or to engage the service of any other broker or dealer, nor may you reallocate any portion of the discount paid to you by the Company in excess of the designated reallocation portion; provided, however, that the Purchasing Agent may

engage the service of any other broker or dealer without the consent of the Company. The Purchasing Agent will however, on a periodic basis, provide the Company with a listing of those brokers or dealers so engaged. Unless authorized by the Purchasing Agent in each instance, each Agent agrees not to purchase and sell Notes for which an order from a client has not been received.

Each purchase of Notes by the Purchasing Agent from the Company shall be at a discount from the principal amount of each such Note on the date of issue not in excess of the applicable Concession set forth in Exhibit A hereto. Notwithstanding the foregoing, for Zero-Coupon Notes, each purchase of Zero-Coupon Notes by the Purchasing Agent from the Company shall be at a discount from the initial offering price of each such Note on the date of issue not in excess of the applicable Concession set forth in Exhibit A hereto.

(c) **Public Offering Price.** Unless otherwise authorized by the Company, all Notes shall be sold to the public at a purchase price not to exceed 100% of the principal amount thereof, plus accrued interest, if any, with the exception of Zero-Coupon Notes. Zero-Coupon Notes shall be sold to the public at a purchase price no greater than an amount, expressed as a percentage of the principal face amount of such Notes, equal to (i) the net proceeds to the Company on the sale of such Notes, plus (ii) the Concession, plus (iii) accrued interest, if any. Such purchase price shall be set forth in the confirmation statement of the Selling Group (as defined in Exhibit B) member responsible for such sale, and delivered to the purchaser along with a copy of the Prospectus (if not previously delivered) and Pricing Supplement.

(d) **Procedures.** Procedural details relating to the issue and delivery of, and the solicitation of offers to purchase and payment for, the Notes, whether under Section IV(a) or IV(b) of this Agreement, are set forth in the Administrative Procedures attached hereto as Exhibit B, as amended from time to time (the “**Procedures**”). The provisions of the Procedures shall apply to all transactions contemplated hereunder. You and the Company each agree to perform the respective duties and obligations specifically provided to be performed by each in the Procedures. The Procedures may only be amended by written agreement of the Company and each of you.

(e) **Prospectus Delivery; Marketing Materials.** Each of the Agents shall, as required by applicable law, furnish to each person to whom it sells or delivers Notes a copy of the Prospectus (as then amended or supplemented) or, if delivery of the Prospectus is not required by applicable law, inform each such person that a copy thereof (as then amended or supplemented) will be made available upon request. No Agent is authorized to give any information or to make any representation not contained in the Prospectus or the documents incorporated by reference or specifically referred to therein in connection with the offer and sale of the Notes. No Agent will use any marketing materials other than the Prospectus in connection with any offer or sale of the Notes except for marketing materials prepared by the Company, if any, and furnished to the Agents together with written authorization from the Company to the Purchasing Agent to use the same in connection with the offering of the Notes. If any Agent elects to distribute these additional marketing materials under the so called “free writing” exemption embodied in Section 2(10)(a) of the Securities Act (any such marketing materials, “**Free Writing Materials**”), such Agent will use its best efforts to ensure that any intended recipients of such Free Writing Materials receive a Prospectus either prior to or concurrently with their receipt of

the Free Writing Materials and to cause any such Free Writing Materials to include any and all legislatively mandated disclaimers concerning securities of the Company as may be supplied by the Company to the Purchasing Agent. The Company agrees that the Purchasing Agent may utilize the Company's name, logo and "EdNotes" and "Education Leads Us" service marks, and any other service marks to which the Company consents to in writing, to identify the Company as a member of the Purchasing Agent's Direct Access Notes program (the "**Direct Access Notes Program**") in the Purchasing Agent's general materials and marketing objectives relating to the Direct Access Notes Program (the "**Marketing Materials**") that are provided to and approved in writing by the Company prior to their use. The Company hereby grants the Purchasing Agent a non-exclusive, nonsublicenseable, revocable, royalty-free license to use the Company's name, logo and "EdNotes" and "Education Leads Us" service marks, and any other service marks to which the Company consents to in writing, solely in connection with their use in Marketing Materials that are provided to and approved in writing by the Company prior to their use. Any approvals from or authorizations by the Company under this Section IV(e) may be transmitted by the Company electronically or by facsimile to the Purchasing Agent and must be granted by an officer of the Company with the title of Vice President or higher, or any authorized agent thereof.

V.

The Company represents and warrants to the Agents that as of the date hereof, as of each date on which the Company accepts an offer to purchase Notes (including any purchase by the Purchasing Agent as principal, pursuant to a Terms Agreement or otherwise), as of each date the Company issues and sells Notes and as of each date the Registration Statement or the Prospectus is amended or supplemented in connection with the Notes:

(a) (i) each document, if any, filed, or to be filed, pursuant to the Exchange Act and incorporated by reference in the Prospectus complied when so filed, or will comply, in all material respects with such Act and the rules and regulations thereunder; (ii) the Registration Statement, when it became effective, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; (iii) each Prospectus, if any, filed pursuant to Rule 424 under the Securities Act, complied when so filed in all material respects with the Securities Act and the applicable rules and regulations thereunder; (iv) the Registration Statement and each Prospectus comply and, as amended or supplemented, if applicable, will comply in all material respects with the Securities Act and the applicable rules and regulations thereunder; and (v) the Registration Statement and each Prospectus do not and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(b) the Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, with corporate power and authority to own its properties and conduct its business as described in the Prospectus, and has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it conducts any business so as to require such qualification, or is subject to no material liability or disability by reason of the failure to be so qualified in any such jurisdiction;

(c) the Company's authorized capital stock is as set forth in the Prospectus under "Description of Capital Stock" and all of the issued shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable;

(d) the Notes have been duly authorized and, when issued and delivered pursuant to this Agreement and any Terms Agreement, will have been executed, authenticated, issued and delivered in the manner provided for in the Indenture against payment therefor, and will constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, subject, as to enforcement of remedies, to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, general equitable principles and the discretion of courts in granting equitable remedies; the Indenture has been duly authorized, executed and delivered by the Company and constitutes a legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, subject, as to enforcement of remedies, to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, general equitable principles and the discretion of courts in granting equitable remedies; and the Indenture has been duly qualified under the Trust Indenture Act; and the Indenture conforms and the Notes of any particular issuance of Notes will conform in all material respects to the descriptions thereof contained in the Prospectus as amended or supplemented that relate to such issuance of Notes;

(e) other than as set forth in the Prospectus, the Company and each of its subsidiaries have conducted their businesses and are in compliance in all material respects with all applicable federal and state laws and regulations, except for any noncompliance which would not have a material adverse effect on the Company and its subsidiaries considered as a whole;

(f) the issue and sale of the Notes, the compliance by the Company with all of the provisions of the Notes, the Indenture, this Agreement and any Terms Agreement, and the consummation of the transactions herein and therein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (i) the Certificate of Incorporation or Bylaws of the Company, (ii) any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, the non-compliance with which, either singly or in the aggregate, could not reasonably be expected to have a material adverse effect on (A) the Company and its subsidiaries taken as a whole or (B) the Company's ability to enter into this Agreement and to issue the Notes, or (iii) any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its properties, the non-compliance with which, either singly or in the aggregate, could not reasonably be expected to have a material adverse effect on (A) the Company and its subsidiaries taken as a whole or (B) the Company's ability to enter into this Agreement and to issue the Notes; and no consent, approval, authorization, order, registration or qualification of or with any court or governmental agency or body is required for the solicitation of offers to purchase Notes, the issue and sale of the Notes or the consummation by the Company of the other transactions contemplated by this Agreement, any Terms Agreement or the Indenture, except such as have been, or will have been prior to the Commencement Date, obtained under the Securities Act or the Trust Indenture Act and such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or Blue



Sky laws in connection with the solicitation by you of offers to purchase Notes from the Company and with purchases of Notes by you as principal, as the case may be, in each case in the manner contemplated hereby;

(g) other than as set forth in the Prospectus, there are no legal or governmental proceedings pending or, to the Company's knowledge, threatened to which the Company or any of its subsidiaries is a party or to which any property of the Company or any of its subsidiaries is subject, which are of a character that are required to be disclosed in the Prospectus which have not been properly disclosed therein;

(h) immediately after any sale of Notes by the Company hereunder or under any Terms Agreement, the aggregate amount of Notes which shall have been issued and sold by the Company hereunder or under any Terms Agreement and of any debt securities of the Company (other than such Notes) that shall have been issued and sold pursuant to the Registration Statement will not exceed the amount of debt securities registered under the Registration Statement;

(i) the Company is not, and, after giving effect to the offering and sale of the Notes and the application of the proceeds thereof as described in the Prospectus, the Company will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended;

(j) the financial statements included or incorporated by reference in the Registration Statement and the Prospectus present fairly in all material respects the consolidated financial position, results of operations and cash flows of the entities purported to be shown thereby, at the dates and for the periods indicated and have been prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the periods indicated and conform in all material respects with the Securities Act, except as otherwise noted therein; and

(k) the Company's senior unsubordinated debt securities are rated A2 by Moody's and A by S&P, or, after the Commencement Date, such other rating as to which the Company shall have most recently notified the Agents pursuant to Section III(i) hereof.

The above representations and warranties shall not apply to any statements or omissions made in the Prospectus in reliance upon and in conformity with information furnished in writing to the Company by any Agent expressly for use therein. Each acceptance by the Company of an offer for the purchase of Notes and each issuance of Notes shall be deemed an affirmation by the Company that the foregoing representations and warranties are true and correct at the time, as the case may be, of such acceptance or of such issuance, in each case as though expressly made at such time. The representations, warranties and covenants of the Company shall survive the execution and delivery of this Agreement and the issuance and sale of the Notes.

Unless the Company has suspended the solicitation of offers to purchase Notes pursuant to paragraph (a) of Article IV, each time the Registration Statement or the Prospectus shall be amended or supplemented (other than by means of a pricing supplement or a prospectus supplement that does not relate to the Notes) by the filing of a post-effective amendment with the Commission, or the filing by the Company of a Form 10-K or Form 10-Q pursuant to Section 13

of the Exchange Act, or, if so agreed in connection with a particular transaction, the Company shall furnish the Agents with (1) a written opinion, dated the date of such amendment, filing or as otherwise agreed, of the Company's general counsel, in substantially the form previously delivered under Section II(b), but modified, as necessary, to relate to the Registration Statement and the Prospectus as amended or supplemented at such date; (2) a letter, dated the date of such amendment, filing or as otherwise agreed, of PricewaterhouseCoopers LLP, independent auditors, in substantially the form previously delivered under Section II(c), but modified, as necessary, to relate to the Registration Statement and the Prospectus as amended or supplemented at such date; and (3) a certificate, dated the date of such amendment, filing or as otherwise agreed and signed by an executive officer of the Company, in substantially the form previously delivered under Section II(a), but modified, as necessary, to relate to the Registration Statement and the Prospectus as amended or supplemented at such date.

## VI.

(a) The Company agrees to indemnify and hold harmless you, each person, if any, who controls (within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act) you and each of your and such controlling person's officers and directors against any and all losses, liabilities, costs or claims (or actions in respect thereof) to which any of them may become subject (including all reasonable legal and other costs of investigating, disputing or defending any such claim or action), insofar as such losses, liabilities, costs or claims (or actions in respect thereof) arise out of or in connection with any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any Prospectus, or any amendment or supplement thereto, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading provided, however, that the Company shall not be liable for any such loss, liability, cost, action or claim arising from any statements or omissions made in reliance on and in conformity with written information provided by you through the Purchasing Agent to the Company expressly for use in the Registration Statement or Prospectus or any amendment or supplement thereto.

(b) Each Agent severally agrees to indemnify and hold harmless the Company, each person, if any, who controls (within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act) the Company, and the Company's and such controlling person's officers and directors from and against any and all losses, liabilities, costs or claims (or actions in respect thereof) to which any of them may become subject (including all reasonable legal and other costs of investigating, disputing or defending any such claim or action), insofar as such losses, liabilities, costs or claims (or actions in respect thereof) arise out of or in connection with any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or Prospectus, or any amendment or supplement thereto, or any omission or alleged omission to state therein a material fact necessary to make the statements therein not misleading, in each case only to the extent that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance on and in conformity with written information furnished to the Company by such Agent expressly for use therein.

(c) If any claim, demand, action or proceeding (including any governmental investigation) shall be brought or alleged against an indemnified party in respect of which indemnity is to be sought against an indemnifying party pursuant to the preceding paragraphs,

the indemnified party shall, promptly after receipt of notice of the commencement of any such claim, demand, action or proceeding, notify the indemnifying party in writing of the commencement of such claim, demand, action or proceeding, enclosing a copy of all papers served, if any; provided, that, the omission to so notify such indemnifying party will not relieve the indemnifying party from any liability that it may have to any indemnified party under the foregoing provisions of this Section VI unless, and only to the extent that, such omission results in the forfeiture of substantive rights or defenses by the indemnifying party. In case any such action is brought against any indemnified party and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section VI for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the reasonable fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel, (ii) the indemnifying party has assumed the defense of such proceeding and has failed within a reasonable time to retain counsel reasonably satisfactory to such indemnified party or (iii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential conflicts of interests between them. It is agreed that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate law firm (in addition to local counsel where reasonably necessary) for all such indemnified parties. Such firm shall be designated in writing by the indemnified party. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding.

(d) If the indemnification provided for in this Section VI is unavailable to or insufficient to hold harmless an indemnified party under the preceding paragraphs of this Section VI in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and each Agent on the other from the offering of the Notes to which such loss, claim, damage or liability (or action in respect thereof) relates. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law,

then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and each Agent on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and each Agent on the other shall be deemed to be in the same proportion as the total net proceeds from the sale of Notes (before deducting expenses) received by the Company bear to the total commissions or discounts received by such Agent in respect thereof. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading relates to information supplied by the Company on the one hand or by any Agent on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and each Agent agree that it would not be just and equitable if contribution pursuant to this subsection (d) of Section VI were determined by per capita allocation (even if all Agents were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d) of Section VI. The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) of Section VI shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d) of Section VI, no Agent shall be required to contribute any amount in excess of the amount by which the total public offering price at which the Notes purchased by it in the offering giving rise to the damages were sold exceeds the amount of any damages which such Agent has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission, and no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The obligations of each of the Agents under this subsection (d) of Section VI to contribute are several in proportion to the respective purchases made by or through it to which such loss, claim, damage or liability (or action in respect thereof) relates and are not joint.

(e) The indemnity and contribution agreements contained in this Section VI and the representations and warranties of the Company and you in this Agreement shall remain operative and in full force and effect regardless of: (i) any termination of this Agreement; (ii) any investigation made by or on behalf of the Agents; (iii) any investigation by an indemnified party or on such party's behalf or any person controlling an indemnified party or by or on behalf of the indemnifying party, its directors or officers or any person controlling the indemnifying party; and (iv) acceptance of and payment for any of the Notes.

## VII.

This Agreement may be terminated at any time by the Agents, on the one hand, or the Company, on the other hand, upon the giving of five (5) business days written notice of such termination to the other party. In the event of any such termination, neither party shall have any liability to the other party hereto, except for obligations hereunder which expressly survive the

termination of this Agreement and except that, if at the time of termination an offer for the purchase of Notes shall have been accepted by the Company but the time of delivery to the purchaser or his agent of the Note or Notes relating thereto shall not yet have occurred, the Company shall have the obligations provided herein with respect to such Note or Notes.

Subsequent to the execution of a Terms Agreement, (i) the Purchasing Agent may terminate such Terms Agreement, and (ii), if the Purchasing Agent does not elect to terminate such Terms Agreement pursuant to clause (i) of this sentence, upon the request of an Agent with respect to Notes to be purchased through the Purchasing Agent by such Agent, the Purchasing Agent shall terminate such Terms Agreement to the extent of the Notes that were to be purchased through the Purchasing Agent by such requesting Agent, in each case immediately upon notice to the Company, at any time at or prior to the Settlement Date relating thereto, if there shall have occurred:

(A) since the date of the latest audited financial statements included or incorporated by reference in the Prospectus as amended or supplemented prior to the date of the Pricing Supplement relating to the Notes to be delivered at the relevant Settlement Date, any change in the capital stock or long-term debt of the Company or any change, or any development involving a prospective change, in or affecting the business, financial position, stockholders' equity or results of operations of the Company, otherwise than as set forth or contemplated in the Prospectus (exclusive of any supplement to the Prospectus filed after the execution of a Terms Agreement and at or prior to the related Settlement Date), the effect of which is, in the reasonable judgment of the Purchasing Agent or such requesting Agent, so material and adverse as to make it impracticable or inadvisable to proceed with the public offering of such Notes or enforce contracts for the sale of such Notes; or

(B) any downgrading in the rating of the Company's debt securities (including the Notes) by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 436(g) under the Securities Act), or any such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of such debt securities; provided, however that the Purchasing Agent and the Agents shall not have right to terminate a Terms Agreement if the Company shall have given the Agents notice of such downgrade or review prior to the execution of that Terms Agreement; or

(C) a general moratorium on commercial banking activities declared in the United States by Federal authorities, a general moratorium on commercial banking activities declared in New York declared by either Federal or New York State authorities or the authorities of any country in whose currency any Notes are denominated under the applicable Terms Agreement, or a general moratorium on commercial banking activities in the District of Columbia declared by either Federal or District of Columbia authorities; or

(D) any outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war, if, in the judgment of the Purchasing Agent or such requesting Agent, the effect of any such outbreak, escalation or

declaration makes it impracticable or inadvisable to proceed with the public offering of such Notes or enforce contracts for the sale of such Notes; or

(E) trading in any securities of the Company has been suspended or materially limited by the Commission or a national securities exchange, or if trading generally on the New York Stock Exchange has been suspended or materially limited, by said exchange or by order of the Commission, or any other governmental authority, or a material disruption has occurred in commercial banking or securities settlement or clearance services in the United States.

If this Agreement is terminated, the last sentence of the second paragraph of Section IV(a), Sections III(c), (d) and (e), Section VI, and the first paragraph of Section XII shall survive; provided, that, if at the time of termination of this Agreement an offer to purchase Notes has been accepted by the Company but the time of delivery to the purchaser or its agent of such Notes has not occurred, the provisions of Section III(a) and (b), and Section IV(b) and (d) shall also survive until time of delivery.

VIII.

Except as otherwise specifically provided herein, all statements, requests, notices and advices hereunder shall be in writing, or by telephone if promptly confirmed in writing, and if to you shall be sufficient in all respects if delivered in person or sent by telex, facsimile transmission (confirmed in writing), or registered mail to you at your address, telex or telecopier number set forth below by your signature and if to the Company shall be sufficient in all respects if delivered or sent by telex, telecopier or registered mail to the Company at SLM Corporation, 12061 Bluemont Way, Reston, Virginia 20190, Attention: Corporate Finance, telecopier number: 703-984-5760, with a copy to: SLM Corporation, 12061 Bluemont Way, Reston, Virginia 20190, Attention: General Counsel's Office, telecopier number: 703-984-6500. All such notices shall be effective on receipt.

IX.

This Agreement shall be binding upon you and the Company, and inure solely to the benefit of you and the Company and any other person expressly entitled to indemnification hereunder and the respective personal representatives, successors and assigns of each, and no other person shall acquire or have any rights under or by virtue of this Agreement.

X.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New York. Each party to this Agreement irrevocably agrees that any legal action or proceeding against it arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered against it in connection with this Agreement may be brought in any Federal or New York State court sitting in the Borough of Manhattan, and, by execution and delivery of this Agreement, such party hereby irrevocably accepts and submits to the jurisdiction of each of the aforesaid courts in personam, generally and unconditionally with respect to any such action or proceeding for itself and in respect of its property, assets and revenues. Each party hereby also irrevocably waives, to the fullest extent

permitted by law, any objection which it may now or hereafter have to the laying of venue of any such action or proceeding brought in any such court and any claim that any such action or proceeding has been brought in an inconvenient forum.

XI.

If this Agreement is executed by or on behalf of any party, such person hereby states that at the time of the execution of this Agreement he has no notice of revocation of the power of attorney by which he has executed this Agreement as such attorney.

XII.

The Company will pay the expenses incident to the performance of its obligations under this Agreement, including: (i) the preparation and filing of the Registration Statement; (ii) the fees and disbursements of the Company's counsel and auditors, of the Trustee and of any paying agents appointed by the Company; (iii) the printing and delivery to you in quantities as hereinabove stated of copies of the Registration Statement and the Prospectus; (iv) if the Company lists Notes on a securities exchange, the costs and fees of such listing; and (v) any fees charged by rating agencies for the rating of the Notes.

This Agreement may be executed by each of the parties hereto in any number of counterparts, and by each of the parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

As used herein, "business day" means any day other than a Saturday, Sunday or any day on which banking institutions are authorized or required by law, regulation or executive order to be closed in the City of New York.

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If the foregoing is in accordance with your understanding, please sign and return to us a counterpart hereof, and upon acceptance hereof by you, this letter and such acceptance hereof shall constitute a binding agreement between the Company and you.

Very truly yours,

**SLM CORPORATION**

By: /s/ John F. Remondi

\_\_\_\_\_  
Name: John F. Remondi  
Title: Executive Vice President, Finance

Confirmed and accepted  
as of the date first above written:

**ABN AMRO FINANCIAL SERVICES, INC.**

By: /s/ L. Greg Peters

\_\_\_\_\_  
Name: L. Greg Peters  
Title:

ABN AMRO Financial Services, Inc.  
327 Plaza Real, Suite 225  
Boca Raton, FL 33432  
Attention: \_\_\_\_\_  
Telefax: \_\_\_\_\_

**BANC OF AMERICA SECURITIES, LLC**

By: /s/ Thomas Mooney

\_\_\_\_\_  
Name: Thomas Mooney  
Title:

Banc of America Securities, LLC  
100 North Tryon Street  
Charlotte, NC 28255  
Attention: J. Mark Landers  
Telefax: 704-387-1019

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**CITIGROUP GLOBAL MARKETS INC.**

By: /s/ Martha Bailey

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Name: Martha Bailey  
Title:

Citigroup Global Markets Inc.

[Address]

Attention: MTN Dept.

Telefax: 212-816-7912

**EDWARD D. JONES & CO., L.P.**

By: /s/ Philip R. Schwab

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Name: Philip R. Schwab  
Title:

Edward D. Jones & Co., L.P.

12555 Manchester

Des Peres, Missouri 63131

Attention: Barbara Eshing

Telefax: \_\_\_\_\_

**MERRILL LYNCH, PIERCE, FENNER & SMITH  
INCORPORATED**

By: /s/ Scott G. Primrose

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Name: Scott G. Primrose  
Title:

Merrill Lynch, Pierce, Fenner & Smith Incorporated

4 World Financial Center

New York, New York 10080

Attention: Transaction Management Group

Telefax: 212-449-2234

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**MORGAN STANLEY & CO. INCORPORATED**

By: /s/ Harold J. Hendershot III

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Name: Harold J. Hendershot III  
Title:

Morgan Stanley & Co. Incorporated  
1585 Broadway  
New York, NY 10036  
Attention: Manager, Credit Department  
Telefax: 212-761-0780

**UBS FINANCIAL SERVICES INC.**

By: /s/ James LeBlanc, /s/ Karen Rockey

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Name: James LeBlanc, Karen Rockey  
Title:

UBS Financial Services Inc.  
Attention: Taxable Fixed Income Department — Corporate Desk  
800 Harbor Blvd.  
Weehawken, New Jersey 07087  
Telephone: 201-352-7150  
Telecopier: 201-352-6900

**WACHOVIA SECURITIES, LLC**

By: /s/ George J. Curci

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Name: George J. Curci  
Title:

Wachovia Securities, LLC  
301 S. College Street  
Charlotte, NC 28288  
Attention: Retail Taxable Fixed Income  
Telefax: 804-868-2296

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**SCHEDULE A**

Banc of America Securities, LLC

Citigroup Global Markets Inc.

Edward D. Jones & Co., L.P.

Merrill Lynch, Pierce, Fenner & Smith Incorporated

Morgan Stanley & Co. Incorporated

UBS Financial Services Inc.

Wachovia Securities, LLC

**EXHIBIT A**

EdNotes SM  
SLM CORPORATION  
**DEALER AGENT PROGRAM**

The following Concessions are payable as a percentage of the Price to Public of each note sold to or through the Purchasing Agent and will not exceed the amounts listed below.

9 months to 1 year	0.20%
13 months to 24 months	0.50%
25 months to 48 months	1.00%
49 months to 84 months	1.50%
85 months to 120 months	1.75%
121 months to 180 months	2.50%
181 months to 360 months	3.00%

**EXHIBIT B**

SLM CORPORATION

\$3,000,000,000

EdNotes <sup>SM</sup>

WITH MATURITIES OF 9 MONTHS OR MORE FROM DATE OF ISSUE

ADMINISTRATIVE PROCEDURES

SLM Corporation (the “**Company**”) is offering its Medium Term Notes, Series B, also known as EdNotes <sup>SM</sup> (the “**Notes**”), with maturities of 9 months or more from the date of issue on a continuing basis. The Notes will be offered by ABN AMRO Financial Services, Inc. (the “**Purchasing Agent**”), Banc of America Securities, LLC, Citigroup Global Markets Inc., Edward D. Jones & Co., L.P., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley & Co. Incorporated, UBS Financial Services Inc. and Wachovia Securities, LLC (collectively with the Purchasing Agent, the “**Agents**”) pursuant to an Amended and Restated Selling Agent Agreement among the Company and the Agents, dated as of the date hereof (the “**Selling Agent Agreement**”) and, if applicable, one or more terms agreements substantially in the form attached to the Selling Agent Agreement as Exhibit C (each a “**Terms Agreement**”). The Notes are being resold by the Purchasing Agent (and by any Agent that purchases them from the Purchasing Agent) to (i) customers of the Agents or (ii) selected broker-dealers (the “**Selling Group**”) for distribution to their customers pursuant to a Master Selected Dealer Agreement (a “**Dealer Agreement**”) attached hereto as Exhibit E. The Agents have agreed to use their reasonable best efforts to solicit offers to purchase Notes. The Notes will be senior debt and have been registered with the Securities and Exchange Commission (the “**Commission**”). Deutsche Bank Trust Company Americas is trustee (the “**Trustee**”) under a Fourth Supplemental Indenture, dated as of January 16, 2003, between the Company and the Trustee, as amended by an Amended Fourth Supplemental Indenture, dated as of December 17, 2004, between the Company and the Trustee, to the Indenture, dated as of October 1, 2000, between the Company and JPMorgan Chase Bank, N.A. (formerly known as JPMorgan Chase Bank and The Chase Manhattan Bank), as such agreements are further amended or supplemented from time to time (the “**Indenture**”) covering the Notes. Pursuant to the terms of the Indenture, the Trustee also serves as authenticating agent, issuing agent and paying agent.

Each tranche of Notes will be issued in book-entry form and represented by one or more fully registered global notes without coupons (each, a “**Global Note**”) held by the Trustee, as agent for the Depository Trust Corporation (“**DTC**”) and recorded in the book-entry system maintained by DTC. Each Global Note will have the annual interest rate, maturity and other terms set forth in the relevant Pricing Supplement (as defined in the Selling Agent Agreement). Owners of beneficial interests in a Global Note will be entitled to physical delivery of Notes issued in certificated form equal in principal amount to their respective beneficial interests only upon certain limited circumstances described in the Indenture.

Administrative procedures and specific terms of the offering are explained below. Administrative responsibilities will be handled for the Company by its Corporate Finance

Department. Document control and record-keeping responsibilities will be handled for the Company by its Legal Department. The Company will advise the Agents and the Trustee in writing of those persons handling administrative responsibilities with whom the Agents and the Trustee are to communicate regarding offers to purchase Notes and the details of their delivery.

Notes will be issued in accordance with the administrative procedures set forth herein. To the extent the procedures set forth below conflict with or omit certain of the provisions of the Notes, the Indenture, the Company's Officers' Certificate setting forth the terms of the Notes, dated the date of the Selling Agent Agreement (the "**Notes Officers' Certificate**"), the Selling Agent Agreement or the Prospectus and the Pricing Supplement (together, the "**Prospectus**"), the relevant provisions of the Notes, the Indenture, the Selling Agent Agreement and the Prospectus shall control. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Selling Agent Agreement, the Prospectus in the form most recently filed with the Commission pursuant to Rule 424 of the Securities Act, or the Indenture.

#### **Administrative Procedures for Notes**

In connection with the qualification of Notes for eligibility in the book-entry system maintained by DTC, the Trustee will perform the custodial, document control and administrative functions described below, in accordance with its obligations under a Letter of Representations from the Company and the Trustee to DTC, dated January 13, 2003, as supplemented by a Bring-Down Letter of Representations from the Company and the Trustee to DTC, dated December 29, 2004, and a Medium-Term Note Certificate Agreement between the Trustee and DTC (the "**Certificate Agreement**"), dated October 21, 1988, and its obligations as a participant in DTC, including DTC's Same-Day Funds Settlement System ("**SDFS**"). The procedures set forth below may be modified in compliance with DTC's then applicable procedures and upon agreement by the Company, the Trustee and the Purchasing Agent.

**Maturities:** Each Note will mature on a date (the "**Maturity Date**") not less than nine months after the date of delivery by the Company of such Note. Notes will mature on each date selected by the initial purchaser and agreed to by the Company. "**Maturity**" when used with respect to any Note means the date on which the outstanding principal amount of such Note becomes due and payable in full in accordance with its terms, whether at its Maturity Date or by declaration of acceleration, call for redemption, repayment or otherwise.

**Issuance:** All Notes having the same terms will be represented initially by a single Global Note. Each Global Note will be dated and issued as of the date of its authentication by the Trustee.

All Discount Notes which have the same terms (collectively, the "**Zero-Coupon Terms**") will be represented initially by a single Global Certificate in fully registered form without coupons.

Each Global Note will bear an original issue date (the "**Original Issue Date**"). The Original Issue Date shall remain the same for all Notes

subsequently issued upon registration of transfer, exchange or substitution of an original Note regardless of their dates of authentication.

- Identification Numbers: The Company has received from the CUSIP Service Bureau (the “**CUSIP Service Bureau**”) of Standard & Poor’s Corporation (“**Standard & Poor’s**”) one series of CUSIP numbers consisting of approximately 900 CUSIP numbers for future assignment to Global Notes. The Company will provide DTC and the Trustee with a list of such CUSIP numbers. The Company will assign CUSIP numbers as described below under Settlement Procedure “B”. DTC will notify the CUSIP Service Bureau periodically of the CUSIP numbers that the Company has assigned to Global Notes. The Company will reserve additional CUSIP numbers when necessary for assignment to Global Notes and will provide the Trustee and DTC with the list of additional CUSIP numbers so obtained.
- Registration: Unless otherwise specified by DTC, Global Notes will be issued only in fully registered form without coupons. Each Global Note will be registered in the name of Cede & Co., as nominee for DTC, on the Note Register maintained under the Indenture by the Trustee. The beneficial owner of a Note (or one or more indirect participants in DTC designated by such owner) will designate one or more participants in DTC (with respect to such Note, the “**Participants**”) to act as agent or agents for such owner in connection with the book-entry system maintained by DTC, and DTC will record in book-entry form, in accordance with instructions provided by such Participants, a credit balance with respect to such beneficial owner of such Note in the account of such Participants. The ownership interest of such beneficial owner in such Note will be recorded through the records of such Participants or through the separate records of such Participants and one or more indirect participants in DTC.
- Transfers: Transfers of interests in a Global Note will be accomplished by book entries made by DTC and, in turn, by Participants (and in certain cases, one or more indirect participants in DTC) acting on behalf of beneficial transferors and transferees of such interests.
- Exchanges: The Trustee, at the Company’s request, may deliver to DTC and the CUSIP Service Bureau at any time a written notice of consolidation specifying (a) the CUSIP numbers of two or more Global Notes outstanding on such date that represent Notes having the same terms (except that Issue Dates need not be the same) and for which interest, if any, has been paid to the same date and which otherwise constitute Notes of the same series and tenor under the Indenture, (b) a date, occurring at least 30 days after such written notice is delivered and at least 30 days before the next Interest Payment Date, if any, for the related Notes, on which such Global Notes shall be exchanged for a single replacement

Global Note; and (c) a new CUSIP number, obtained from the Company, to be assigned to such replacement Global Note. Upon receipt of such a notice, DTC will send to its Participants (including the Issuing Agent) and the Trustee a written reorganization notice to the effect that such exchange will occur on such date. Prior to the specified exchange date, the Trustee will deliver to the CUSIP Service Bureau written notice setting forth such exchange date and the new CUSIP number and stating that, as of such exchange date, the CUSIP numbers of the Global Notes to be exchanged will no longer be valid. On the specified exchange date, the Trustee will exchange such Global Notes for a single Global Note bearing, the new CUSIP number and the CUSIP numbers of the exchanged Global Notes will, in accordance with CUSIP Service Bureau procedures, be cancelled and not immediately reassigned. Notwithstanding the foregoing, if the Global Notes to be exchanged exceed \$500,000,000 in aggregate principal or face amount, one replacement Global Note will be authenticated and issued to represent each \$500,000,000 of principal or face amount of the exchanged Global Notes and an additional Global Note will be authenticated and issued to represent any remaining principal amount of such Global Notes (See “Denominations” below).

- Denominations:** Notes will be issued in denominations of \$1,000 or more (in multiples of \$1,000). Global Notes will be denominated in principal or face amounts not in excess of \$500,000,000. If one or more Notes having an aggregate principal or face amount in excess of \$500,000,000 would, but for the preceding sentence, be represented by a single Global Note, then one Global Note will be issued to represent each \$500,000,000 principal or face amount of such Note or Notes and an additional Global Note will be issued to represent any remaining principal amount of such Note or Notes. In such case, each of the Global Notes representing such Note or Notes shall be assigned the same CUSIP number.
- Issue Price:** Unless otherwise specified in an applicable Pricing Supplement, each Note will be issued at the percentage of principal amount specified in the Prospectus relating to such Note.
- Interest:** Each Note will bear interest at either a fixed rate (each a “**Fixed Rate Note**”) or a floating rate (each a “**Floating Rate Note**”), which may be zero during all or any part of the term in the case of certain Notes issued at a price representing a substantial discount from the principal amount payable at Maturity. Interest on each Note will accrue from the Original Issue Date of such Note for the first interest period and from the previous Interest Payment Date on which interest has been paid for all subsequent interest periods. Except as set forth hereafter, each payment of interest on a Note will include interest accrued through the calendar day before the current Interest Payment Date (or Maturity Date, in the case of the last Interest Accrual Period). If an Interest Payment Date (or Maturity



Date, Redemption Date or repayment date on exercise of a Survivor's Option) for any Fixed Rate Note falls on a day that is not a Business Day, interest (or interest, principal and premium, if any) will be paid on the next Business Day. No interest will accrue on such payment for a period from and after the originally scheduled Interest Payment Date (or Maturity Date, Redemption Date or repayment date on exercise of a Survivor's Option) to the date that payment is made. If an Interest Payment Date for any Floating Rate Note (but not the Maturity Date, Redemption Date or repayment date on exercise of a Survivor's Option) falls on a day that is not a Business Day, interest will be paid on the next Business Day. Interest will accrue on such payment for the period from the scheduled interest payment date to the date of payment, except where the interest rate on the Notes is based upon the 91-day Treasury Bill Rate. Unless an applicable Pricing Supplement for the Notes states otherwise, if the interest rate is based upon the 91-day Treasury Bill Rate, interest will be paid on the next Business Day as if made on the date the payment was due.

If any Maturity Date, Redemption Date or repayment date on exercise of a Survivor's Option for any Floating Rate Note falls on a day that is not a Business Day, any payment of principal, premium, if any, or interest will be made on the next Business Day. No interest will accrue on such payment for the period from and after the Maturity Date, Redemption Date or repayment date on exercise of a Survivor's Option to the date of payment.

Each pending deposit message described under Settlement Procedure "C" below will be routed to Standard & Poor's, which will use the message to include certain information regarding the related Notes in the appropriate daily bond report published by Standard & Poor's.

Each Note will bear interest from and including its Issue Date at the rate per annum set forth thereon and in the applicable Pricing Supplement until the principal amount thereof is paid, or made available for payment, in full. Unless otherwise specified in the applicable Pricing Supplement, interest on each Note (other than a Zero-Coupon Note) will be payable either monthly, quarterly, semi-annually or annually on each Interest Payment Date and at Maturity (or on the date of redemption or repayment if a Note is repurchased by the Company prior to maturity pursuant to mandatory or optional redemption provisions or the Survivor's Option). Interest will be payable to the person in whose name a Note is registered at the close of business on the Regular Record Date next preceding each Interest Payment Date; provided, however, that interest payable at Maturity, on a date of redemption or repayment on exercise of a Survivor's Option or in connection with the exercise of the Survivor's Option will be payable to the person to whom principal shall be payable.

The interest rates the Company will agree to pay on newly-issued Notes are subject to change without notice by the Company from time to time, but no such change will affect any Notes already issued or as to which an offer to purchase has been accepted by the Company.

The Interest Payment Dates for a Note that provides for monthly interest payments shall be the fifteenth day of each calendar month (or the next Business Day if not a Business Day), commencing in the calendar month that next succeeds the month in which the Note is issued. In the case of a Note that provides for quarterly interest payments, the Interest Payment Dates shall be the fifteenth day of every March, June, September and December (or the next Business Day if not a Business Day), commencing in the month of March, June, September or December immediately following the month in which the Note is issued. In the case of a Note that provides for semi-annual interest payments, the Interest Payment dates shall be the fifteenth day of every June and December (or the next Business Day if not a Business Day), commencing in the month of June or December immediately following the month in which the Note is issued. In the case of a Note that provides for annual interest payments, the Interest Payment Date shall be the fifteenth day of every December (or the next Business Day if not a Business Day), commencing in the month of December immediately following the month in which the Note is issued. The Regular Record Date with respect to any Interest Payment Date will be the first day of the calendar month in which such Interest Payment Date occurs, whether or not such date shall be a Business Day, except that the Regular Record Date for the final Interest Payment Date will be the final Interest Payment Date.

Each payment of interest on a Note shall include accrued interest from and including the Issue Date or from and including the last day in respect of which interest has been paid (or duly provided for), as the case may be, to, but excluding, the Interest Payment Date, Maturity Date, Redemption Date or repayment date on exercise of a Survivor's Option, as the case may be.

**Calculation of Interest:** Unless otherwise specified in the applicable Pricing Supplement, interest on the Notes (including interest for partial periods) will be calculated on the basis set forth in the Prospectus Supplement for the applicable interest rate index.

**Business Day:** "Business Day" means, unless otherwise specified in the applicable Pricing Supplement or in the Prospectus, any day that is not a Saturday, Sunday, holiday or other day on which banking institutions in the designated city are authorized or ordered to close by law or executive order. Where no city is designated, the designated city is New York City. Where the names of two or more cities precede the term "Business Day"

and are joined by the conjunction “and” (such as “New York City and London Business Days”), such terms will refer only to days that are Business Days in both (or all) of such cities. Where the names of two or more cities precede the term “Business Day” and are joined by the conjunction “or” (such as “New York City or London Business Days”) such term will refer to every day that is a Business Day in either (or any) of such cities.

Payments of Principal and Interest:

Payments of Principal and Interest. Promptly after each Regular Record Date, the Trustee will deliver to the Company and DTC a written notice specifying by CUSIP number the amount of interest, if any, to be paid on each Global Note on the following Interest Payment Date (other than an Interest Payment Date coinciding with a Maturity Date) and the total of such amounts. DTC will confirm the amount payable on each Global Note on such Interest Payment Date by reference to the daily bond reports published by Standard & Poor’s. On such Interest Payment Date, the Company will pay to the Trustee, and the Trustee in turn will pay to DTC, such total amount of interest due (other than on the Maturity Date), at the times and in the manner set forth below under “Manner of Payment”. If any Interest Payment Date for any Fixed Rate Note is not a Business Day, the payment due on such day shall be made on the next succeeding Business Day and no interest shall accrue on such payment for the period from and after such Interest Payment Date. If any Interest Payment Date for any Floating Rate Note is not a Business Day, the payment due on such date shall be made on the next succeeding Business Day. Interest will accrue on such payment for the period from the scheduled interest payment date to the date of payment except where the interest rate on the Notes is based upon the 91-day Treasury Bill Rate. Unless an applicable Pricing Supplement for the Notes states otherwise, if the rate is based upon the 91-day Treasury Bill Rate, interest will be paid on the next Business Day as if made on the date the payment was due.

Payments on the Maturity Date. On or about the first Business Day of each month, the Trustee will deliver to the Company and DTC a written list of principal, premium, if any, and interest to be paid on each Global Note representing Notes maturing or subject to redemption (pursuant to a sinking fund or otherwise) or repayment in the following month. The Trustee, the Company and DTC will confirm the amounts of such principal, premium, if any, and interest payments with respect to each Global Note on or about the fifth Business Day preceding the Maturity Date of such Global Note. On the Maturity Date, the Company will pay to the Trustee, and the Trustee in turn will pay to DTC, the principal amount of such Global Note, together with interest and premium, if any, due on such Maturity Date, at the times and in the manner set forth below

under “Manner of Payment”. If the Maturity Date of any Global Note is not a Business Day, the payment due on such day shall be made on the next succeeding Business Day and no interest shall accrue on such payment for the period from and after such Maturity Date. Promptly after payment to DTC of the principal and interest due on the Maturity Date of such Global Note and all other Notes represented by such Global Note, the Trustee will cancel and destroy such Global Note in accordance with the Indenture and so advise the Company.

Manner of Payment. The total amount of any principal, premium, if any, and interest due on Global Notes on any Interest Payment Date or at Maturity shall be paid by the Company to the Trustee in immediately available funds as of noon, New York City time, on such date. The Company will make such payment on such Global Notes by instructing the Trustee to withdraw funds from an account maintained by the Company with the Trustee, by wire transfer to the Trustee or as otherwise agreed with the Trustee. The Company will confirm such instructions in writing to the Trustee. Prior to 10:00 a.m., New York City time, on the Maturity Date or as soon as possible thereafter, the Trustee will make payment to DTC in accordance with existing arrangements between DTC and the Trustee, in funds available for immediate use by DTC, each payment of interest, principal and premium, if any, due on a Global Note on such date. On each Interest Payment Date (other than on the Maturity Date) the Trustee will pay DTC such interest payments in same-day funds in accordance with existing arrangements between the Trustee and DTC. Thereafter, on each such date, DTC will pay, in accordance with its SDFS operating procedures then in effect, such amounts in funds available for immediate use to the respective Participants with payments in amounts proportionate to their respective holdings in principal amount of beneficial interest in such Global Note as are recorded in the book-entry system maintained by DTC. Neither the Company nor the Trustee shall have any direct responsibility or liability for the payment by DTC of the principal of, or premium, if any, or interest on, the Notes to such Participants.

Withholding Taxes. The amount of any taxes required under applicable law to be withheld from any interest payment on a Note will be determined and withheld by the Participant, indirect participant in DTC or other person responsible for forwarding payments and materials directly to the beneficial owner of such Note, or as applicable law may otherwise require.

Procedure for Rate  
Setting and Posting:

The Company and the Agents will discuss, from time to time, the aggregate principal amounts of, the Maturities, the Issue Price and the interest rates to be borne by Notes that may be sold as a result of the

solicitation of orders by the Agents. If the Company decides to set interest rates borne by any Notes in respect of which the Agents are to solicit orders (the setting of such interest rates to be referred to herein as “**Posting**”), or if the Company decides to change interest rates previously posted by it, it will promptly advise the Agents of the prices and interest rates to be posted.

The Company will assign a separate CUSIP number for each tranche of Notes to be posted, and will so advise and notify the Trustee and Purchasing Agent of said assignment by telephone and/or by telecopier or other form of electronic transmission prior to Posting. The Purchasing Agent will, in turn, include the assigned CUSIP number on all Posting notices communicated to the Agents and Selling Group members.

Offering of Notes: In the event that there is a Posting, the Purchasing Agent will communicate to each of the Agents and Selling Group members the Maturities of, along with the interest rates to be borne by, each tranche of Notes that is the subject of the Posting. Thereafter, the Purchasing Agent, along with the other Agents and the Selling Group, will solicit offers to purchase the Notes accordingly.

Purchase of Notes by the Purchasing Agent: The Purchasing Agent will, no later than 4:00 p.m. (New York City time) on the sixth day subsequent to the day on which such Posting occurs, or if such sixth day is not a Business Day, on the preceding Business Day, or on such other Business Day and time as shall be mutually agreed upon by the Company and the Agents (any such day, a “**Trade Day**”), (i) complete, execute and deliver to the Company a Terms Agreement that sets forth, among other things, the amount of each tranche that the Purchasing Agent is offering to purchase or (ii) inform the Company that none of the Notes of a particular tranche will be purchased by the Purchasing Agent.

Acceptance and Rejection of Orders: Unless otherwise agreed by the Company and the Agents, the Company has the sole right to accept orders to purchase Notes and may reject any such order in whole or in part. Unless otherwise instructed by the Company, the Purchasing Agent will promptly advise the Company by telephone of all offers to purchase Notes received by it, other than those rejected by it in whole or in part in the reasonable exercise of its discretion. No order for less than \$1,000 principal amount of Notes will be accepted.

Upon receipt of a completed and executed Terms Agreement from the Purchasing Agent, the Company will (i) promptly execute and return

such Terms Agreement to the Purchasing Agent or (ii) inform the Purchasing Agent that its offer to purchase the Notes of a particular tranche has been rejected, in whole or in part. The Purchasing Agent will thereafter promptly inform the other Agents and participating Selling Group members of the action taken by the Company.

**Preparation of Pricing Supplement:**

If any offer to purchase a Note is accepted by or on behalf of the Company, the Company will provide a Pricing Supplement (substantially in the form attached to the Selling Agent Agreement as Exhibit D) reflecting the terms of such Note and will have filed such Pricing Supplement with the Commission in accordance with the applicable paragraph of Rule 424(b) under the Act and will supply a copy thereof (or additional copies if requested) to the Purchasing Agent, by no later than 11:00 a.m. New York City time on the Business Day immediately following the Trade Day, and one copy to the Trustee. The Purchasing Agent will cause a Prospectus and Pricing Supplement to be delivered to each of the other Agents and Selling Group members that purchased such Notes, and each of these, in turn, will, pursuant to the terms of the Selling Agent Agreement and the Master Selected Dealer Agreement, cause to be delivered a copy of the applicable Pricing Supplement to each purchaser of Notes from such Agent or Selling Group member.

In each instance that a Pricing Supplement is prepared, the Agents will affix the Pricing Supplement to Prospectuses prior to their use. Outdated Pricing Supplements and the Prospectuses to which they are attached (other than those retained for files) will be destroyed.

Delivery of Confirmation and Prospectus to Purchaser by Purchasing Agent:

Subject to "Suspension of Solicitation; Amendment or Supplement" below, the Agents will deliver a Prospectus (including the Pricing Supplement) as herein described with respect to each Note sold by it.

For each offer to purchase a Note solicited by an Agent and accepted by or on behalf of the Company, the Purchasing Agent will issue a confirmation to the purchaser, setting forth the terms of such Note and other applicable details described above and delivery and payment instructions. In addition, the Purchasing Agent will deliver to such purchaser the Prospectus (including the Pricing Supplement) in relation to such Note prior to or together with the earlier of any written offer of such Note, delivery of the confirmation of sale or delivery of the Note.

Settlement:

The receipt of immediately available funds by the Company in payment for Notes and the authentication and issuance of the Global Note representing such Notes shall constitute "**Settlement**" with respect to such Note. All orders accepted by the Company will be settled within one to three Business Days pursuant to the timetable for Settlement set forth below, unless the Company and the purchaser agree to Settlement on a later date, and shall be specified upon acceptance of such offer; provided, however, that in all cases the Company will notify the Trustee on the date issuance instructions are given.

Settlement Procedures:

In the event of a purchase of Notes by any Agent, as principal, appropriate Settlement details, if different from those set forth below, will be set forth in the applicable Terms Agreement to be entered into between such Agent and the Company pursuant to the Selling Agent Agreement. Settlement Procedures with regard to each Note sold by an Agent, as agent for the Company, shall be as follows:

- A. After the acceptance of an offer by the Company with respect to a Note, the Purchasing Agent will communicate the following details of the terms of such offer (the "**Note Sale Information**") to the Company by telephone confirmed in writing or by facsimile transmission or other acceptable written means:
1. Principal amount of the purchase;
  2. In the case of a Fixed Rate Note, the interest rate, or in the case of a Floating Rate Note, the initial interest rate, the Interest Reset Dates, the Interest Payment Dates, the

Interest Rate Index, Maturity, Basic, Spread or Multiple, if any and the Minimum Rate or Maximum Rate, if any;

3. Settlement Date;
  4. Maturity Date;
  5. Purchase Price;
  6. Purchasing Agent's commission determined pursuant to Section IV(a) of the Selling Agent Agreement;
  7. Net proceeds to the Company;
  8. Trade Date;
  9. If a Note is redeemable by the Company, such of the following as are applicable:
    - (i) The date on and after which such Note may be redeemed (the "**Redemption Commencement Date**"),
    - (ii) Initial redemption price (% of par), and
    - (iii) Amount (% of par) that the initial redemption price shall decline (but not below par) on each anniversary of the Redemption Commencement Date;
  10. Whether the Note has the Survivor's Option;
  11. If a Discount Note, the total amount of original issue discount, the yield to maturity and the initial accrual period of original issue discount;
  12. DTC Participant Number of the institution through which the customer will hold the beneficial interest in the Global Note;  
and
  13. Such other terms as are necessary to complete the applicable form of Note.
- B. The Company will advise the Trustee by telephone (confirmed in writing and signed by an authorized person at any time on the same date) or by facsimile transmission signed by an authorized person of the information set forth in Settlement Procedure "A" above and the name of the Purchasing Agent. The Company will



assign a CUSIP number to the Global Note representing such Note. The Company will notify the Trustee and the Purchasing Agent of such CUSIP number by telephone as soon as practicable.

- C. The Trustee will communicate to DTC and the Purchasing Agent through DTC's Participant Terminal System, a pending deposit message specifying the following Settlement information:
  - 1. The information received in accordance with Settlement Procedure "A".
  - 2. The numbers of the participant accounts maintained by DTC on behalf of the Trustee and the Purchasing Agent.
  - 3. The initial Interest Payment Date for such Note, number of days by which such date succeeds the related DTC record date (which term means the Regular Record Date, or in the case of Floating Rate Notes which reset weekly, the date five calendar days immediately preceding the applicable Interest Payment Date), and if then calculated, the amount of interest payable on such Initial Interest Payment Date (which amount shall have been confirmed by the Trustee).
  - 4. The CUSIP number of the Global Note representing such Notes.
  - 5. The frequency of interest payments.
  - 6. The frequency of interest rate resets.
  - 7. Whether such Global Note represents any other Notes issued or to be issued (to the extent then known).
- D. The Trustee will complete and deliver a Global Note representing such Note in a form that has been approved by the Company, the Agents and the Trustee.
- E. The Trustee will authenticate the Global Note representing such Note and maintain possession of such Global Note.
- F. DTC will credit such Note to the participant account of the Trustee maintained by DTC.
- G. The Trustee will enter an SDFS deliver order through DTC's Participant Terminal System instructing DTC to (i) debit such Note to the Trustee's participant account and credit such Note to

the participant account of the Agent maintained by DTC and (ii) debit the settlement account of the Agent and credit the settlement account of the Trustee maintained by DTC, in an amount equal to the price of such Note less the Purchasing Agent's commission. The entry of such a deliver order shall be deemed to constitute a representation and warranty by the Trustee to DTC that (a) the Global Note representing such Note has been issued and authenticated and (b) the Trustee is holding such Global Note pursuant to the Certificate Agreement.

- H. The Purchasing Agent will enter an SDFS deliver order through DTC's Participant Terminal System instructing DTC to (i) debit such Note to the Purchasing Agent's participant account and credit such Note to the participant accounts of the Participants to whom such Note is to be credited maintained by DTC and (ii) debit the settlement accounts of such Participants and credit the settlement account of the Purchasing Agent maintained by DTC, in an amount equal to the price of the Note so credited to their accounts.
- I. Transfers of funds in accordance with SDFS deliver orders described in Settlement Procedures "G" and "H" will be settled in accordance with SDFS operating procedures in effect on the Settlement Date.
- J. The Trustee will credit to an account of the Company maintained at the Trustee funds available for immediate use in an amount equal to the amount credited to the Trustee's DTC participant account in accordance with Settlement Procedure "G".
- K. The Trustee will send a copy of the Global Note representing such Note by first-class mail to the Company.
- L. The Purchasing Agent will confirm the purchase of each Note to the purchaser thereof either by transmitting to the Participant to whose account such Note has been credited a confirmation order through DTC's Participant Terminal System or by mailing a written confirmation to such purchaser. In all cases the Prospectus, as most recently amended or supplemented, must accompany or precede such confirmation.
- M. Upon request by the Company, the Trustee will send to the Company a statement setting forth the principal amount of Notes outstanding as of that date under the Indenture and setting forth the CUSIP number(s) assigned to, and a brief description of, any orders which the Company has advised the Trustee but which

have not yet been settled.

Settlement Procedures Timetable: In the event of a purchase of Notes by the Purchasing Agent, as principal, appropriate Settlement details, if different from those set forth below, will be set forth in the applicable Terms Agreement to be entered into between the Purchasing Agent and the Company pursuant to the Selling Agent Agreement.

For orders of Notes solicited by an Agent, as agent, and accepted by the Company, Settlement Procedures “A” through “M” shall be completed as soon as possible but not later than the respective times (New York City time) set forth below:

Settlement:	<u>Procedure</u>	<u>Time</u>
	A	4:00 p.m. on the Trade Day.
	B	5:00 p.m. on the Trade Day.
	C	2:00 p.m. on the Business Day before the Settlement Date.
	D	10:00 a.m. on the Settlement Date.
	E	12:00 p.m. on the Settlement Date.
	F	12:30 p.m. on the Settlement Date.
	G-H	2:00 p.m. on the Settlement Date.
	I	4:45 p.m. on the Settlement Date.
	J-L	5:00 p.m. on the Settlement Date
	M	At the request of the Company.

NOTE: The Prospectus as most recently amended or supplemented must accompany or precede any written confirmation given to the customer (Settlement Procedure “L”). Settlement Procedure “I” is subject to extension in accordance with any extension Fedwire closing deadlines and in the other events specified in the SDFS operating procedures in effect on the Settlement Date.

If Settlement of a Note is rescheduled or cancelled, the Trustee will deliver to DTC, through DTC’s Participant Terminal System, a cancellation message to such effect by no later than 2:00 p.m., New York City time, on the Business Day immediately preceding the scheduled Settlement Date.

Failure to  
Settle:

If the Trustee fails to enter an SDFS deliver order with respect to a Note pursuant to Settlement Procedure “G”, the Trustee may deliver to DTC, through DTC’s Participant Terminal System, as soon as practicable a withdrawal message instructing DTC to debit such Note to the participant account of the Trustee maintained at DTC. DTC will process the withdrawal message; provided, that, such participant account contains Notes having the same terms and having a principal amount that is at least equal to the principal amount of such Note to be debited. If withdrawal messages are processed with respect to all the Notes issued or to be issued represented by a Global Note, the Trustee will cancel such Global Note in accordance with the Indenture, make appropriate entries in its records and so advise the Company. The CUSIP number assigned to such Global Note shall, in accordance with CUSIP Service Bureau procedures, be cancelled and not immediately reassigned. If withdrawal messages are processed with respect to one or more, but not all, of the Notes represented by a Global Note, the Trustee will exchange such Global Note for two Global Notes, one of which shall represent such Notes and shall be cancelled immediately after issuance, and the other of which shall represent the remaining Notes previously represented by the surrendered Global Note and shall bear the CUSIP number of the surrendered Global Note. If the purchase price for any Note is not timely paid to the Participants with respect to such Note by the beneficial purchaser thereof (or a person, including an indirect participant in DTC, acting on behalf of such purchaser), such Participants and, in turn, the related Agent may enter SDFS deliver orders through DTC’s participant Terminal System reversing the orders entered pursuant to Settlement Procedures “G” and “H”, respectively. Thereafter, the Trustee will deliver the withdrawal message and take the related actions described in the preceding paragraph. If such failure shall have occurred for any reason other than default by the Agent in the performance of its obligations hereunder or under the Selling Agent Agreement, the Company will reimburse the Agent on an equitable basis for its loss of the use of funds during the period when they were credited to the account of the Company.

Notwithstanding the foregoing, upon any failure to settle with respect to a Note, DTC may take any actions in accordance with its SDFS operating procedures then in effect. In the event of a failure to settle with respect to one or more, but not all, of Notes that were to have been represented by a Global Note, the Trustee will provide, in accordance with Settlement Procedures “D” and “E”, for the authentication and issuance of a Global Note representing the other Notes to have been represented by such Global Note and will make appropriate entries in its records.

Procedure for Rate Changes:	Each time a decision has been reached to change rates, the Company will promptly advise the Agents of the new rates, who will forthwith suspend solicitation of purchases of Notes at the prior rates. The Agents may telephone the Company with recommendations as to the changed interest rates.
Suspension of Solicitation; Amendment or Supplement:	<p>Subject to the Company's representations, warranties and covenants contained in the Selling Agent Agreement, the Company may instruct the Agents to suspend at any time for any period of time or permanently, the solicitation of orders to purchase Notes. Upon receipt of such instructions (which may be given orally), each Agent will forthwith suspend solicitation until such time as the Company has advised it that solicitation of offers to purchase may be resumed.</p> <p>In the event that at the time the Company suspends solicitation of offers to purchase there shall be any orders outstanding for settlement, the Company will promptly advise the Agents and the Trustee whether such orders may be settled and whether copies of the Prospectus as in effect at the time of the suspension may be delivered in connection with the settlement of such orders. The Company will have the sole responsibility for such decision and for any arrangements which may be made in the event that the Company determines that such orders may not be settled or that copies of such Prospectus may not be so delivered.</p>
Trustee Not to Risk Funds:	Nothing herein shall be deemed to require the Trustee to risk or expend its own funds in connection with any payment to the Company, or the Agents or the purchasers, it being understood by all parties that payments made by the Trustee to either the Company or the Agents shall be made only to the extent that funds are provided to the Trustee for such purpose.
Advertising Costs:	The Company shall have the sole right to approve the form and substance of any advertising an Agent may initiate in connection with such Agent's solicitation to purchase the Notes. The expense of such advertising will be solely the responsibility of such Agent, unless otherwise agreed to by the Company.

**EXHIBIT C**

SLM CORPORATION  
EdNotes SM  
TERMS AGREEMENT

\_\_\_\_\_, 200\_

SLM Corporation  
12061 Bluemont Way  
Reston, Virginia 20190

The undersigned agrees to purchase the following aggregate principal amount of Notes:  
\$\_\_\_\_\_

The terms of such Notes shall be as follows:

CUSIP Number: \_\_\_\_\_  
Interest Rate: \_\_\_\_\_ %  
Maturity Date: \_\_\_\_\_  
Price to Public: \_\_\_\_\_  
Agent's Concession: \_\_\_\_\_ %  
Reallowance: \_\_\_\_\_ %  
Settlement Date, Time  
and Place: \_\_\_\_\_  
Survivor's Option: \_\_\_\_\_  
Interest Payment Dates: \_\_\_\_\_  
Optional Redemption, if any: \_\_\_\_\_  
Initial Redemption Date: \_\_\_\_\_  
Redemption Price: Initially % of Principal Amount and declining \_\_\_\_\_ % of the  
Principal Amount on each anniversary of the Initial Redemption Date until the  
Redemption Price is 100% of the Principal Amount.

[Any other terms and conditions agreed to by such Agent and the Company]

ABN AMRO FINANCIAL SERVICES, INC.

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED:

SLM CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit D**  
**Form of Pricing Supplement**

Registration No. 333-107132  
Filed Pursuant to Rule 424(b)(3)

SLM Corporation

EdNotes SM

With Maturities of 9 Months or More from Date of Issue

Pricing Supplement No. \_\_\_\_  
(To Prospectus Supplement dated \_\_\_\_, \_\_\_\_)

Trade Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Issue Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

The date of this Pricing Supplement is \_\_\_\_\_, \_\_\_\_.

CUSIP or Common Code	Principal Amount	Interest Rate	Maturity Date	Price to Public
Interest Payment Frequency (begin date)	Survivor's Option	Subject to Redemption	Dates and terms of redemption (including the redemption price)	
Proceeds to Issuer	Discounts and Commissions	Reallowance	Dealer	

EXHIBIT E

Form of Master Selected Dealer Agreement

[Name of Broker-Dealer]  
[Broker-Dealer's Address]

Dear Selected Dealer:

In connection with public offerings of securities after the date hereof for which we are acting as manager of an underwriting syndicate or are otherwise responsible for the distribution of securities to the public by means of an offering of securities for sale to selected dealers, you may be offered the right as such a selected dealer to purchase as principal a portion of such securities. This will confirm our mutual agreement as to the general terms and conditions applicable to your participation in any such selected dealer group organized by us as follows.

1. Applicability of this Agreement. The terms and conditions of this Agreement shall be applicable to any public offering of securities ("**Securities**") pursuant to a registration statement filed under the Securities Act of 1933 (the "**Securities Act**"), or exempt from registration thereunder (other than a public offering of Securities effected wholly outside the United States of America), wherein ABN AMRO Financial Services, Inc. ("**AAFS**") (acting for its own account or for the account of any underwriting or similar group or syndicate) is responsible for managing or otherwise implementing the sale of the Securities to selected broker-dealers ("**Selected Dealers**") and has expressly informed you that such terms and conditions shall be applicable. Any such offering of Securities to you as a Selected Dealer is hereinafter called an "**Offering**". In the case of any Offering where we are acting for the account of any underwriting or similar group or syndicate ("**Underwriters**"), the terms and conditions of this Agreement shall be for the benefit of, and binding upon, such Underwriters, including, in the case of any Offering where we are acting with others as representatives of Underwriters, such other representatives.

2. Conditions of Offering; Acceptance and Purchases. Any Offering will be subject to delivery of the Securities and their acceptance by us and any other Underwriters, may be subject to the approval of all legal matters by counsel and the satisfaction of other conditions, and may be made on the basis of reservation of Securities or an allotment against subscription. We will advise you by telegram, telex or other form of written communication ("**Written Communication**", which term, in the case of any Offering described in Section 3(a) or 3(b) hereof, may include a prospectus or offering circular) of the particular method and supplementary terms and conditions (including, without limitation, the information as to prices and offering date referred to in Section 3(c) hereof) of any Offering in which you are invited to participate. To the extent such supplementary terms and conditions are inconsistent with any provision herein, such terms and conditions shall supersede any such provision. Unless otherwise indicated in any such Written Communication, acceptances and other communications by you with respect to an Offering should be sent to ABN AMRO Financial Services, Inc., 327 Plaza Real, Suite 225, Boca Raton, Florida 33432 (Telecopy: (561) 416-6180). We reserve the right to reject any acceptance in whole or in part. Unless notified otherwise by us, Securities



purchased by you shall be paid for on such date as we shall determine, on one business day's prior notice to you, by certified or official bank check, in an amount equal to the Public Offering Prices (as hereinafter defined) or, if we shall so advise you, at such Public Offering Price less the Concession (as hereinafter defined), payable in immediately available funds to the order of ABN AMRO Financial Services, Inc., against delivery of the Securities. If Securities are purchased and paid for at such Public Offering Price, such Concession will be paid after the termination of the provisions of Section 3(c) hereof with respect to such Securities. Notwithstanding the foregoing, unless notified otherwise by us, payment for and delivery of Securities purchased by you shall be made through the facilities of The Depository Trust Company, if you are a member, unless you have otherwise notified us prior to the date specified in a Written Communication to you from us or, if you are not a member, settlement may be made through a correspondent who is a member pursuant to instructions which you will send to us prior to such specified date.

### 3. Representations, Warranties and Agreements.

(a) Registered Offerings. In the case of any Offering of Securities that are registered under the Securities Act ("**Registered Offering**"), we shall provide you with such number of copies of each preliminary prospectus and of the final prospectus relating thereto as you may reasonably request for the purposes contemplated by the Securities Act and the Securities Exchange Act of 1934 (the "**Exchange Act**") and the applicable rules and regulations of the Securities and Exchange Commission (the "**Commission**") thereunder. You represent and warrant that you are familiar with Rule 15c2-8 under the Exchange Act relating to the distribution of preliminary and final prospectuses and agree that you will comply therewith. You agree to make a record of your distribution of each preliminary prospectus and, when furnished with copies of any revised preliminary prospectus, you will, upon our request, promptly forward copies thereof to each person to whom you have theretofore distributed a preliminary prospectus. You agree that in purchasing Securities in a Registered Offering you will rely upon no statement whatsoever, written or oral, other than the statements in the final prospectus delivered to you by us. You will not be authorized by the issuer or other seller of Securities offered pursuant to a prospectus or by any Underwriter to give any information or to make any representation not contained in the prospectus in connection with the sale of such Securities.

(b) Offerings Pursuant to Offering Circular. In the case of any Offering of Securities, other than a Registered Offering, which is made pursuant to an offering circular or other document comparable to a prospectus in a Registered Offering, including, without limitation, an Offering of "exempted securities" as defined in Section 3(a)(12) of the Exchange Act (an "**Exempted Securities Offering**"), we shall provide you with such number of copies of each preliminary offering circular and of the final offering circular relating thereto as you may reasonably request. You agree that you will comply with the applicable Federal and state laws, and the applicable rules and regulations of any regulatory body promulgated thereunder, governing the use and distribution of offering circulars by brokers or dealers. You agree that in purchasing Securities pursuant to an offering circular you will rely upon no statements whatsoever, written or oral, other than the statements in the final offering circular delivered to you by us. You will not be authorized by the issuer or other seller of Securities offered pursuant to an offering circular or by any Underwriter to give any information or to make any representation not contained in the offering circular in connection with the sale of such Securities.

(c) Offer and Sale to the Public. With respect to any Offering of Securities, we will inform you by a Written Communication of the public offering price, the selling concession, the reallowance (if any) to broker-dealers and the time when you may commence selling Securities to the public. After such public offering has commenced, we may change the public offering price, the selling concession and the reallowance (if any) to broker-dealers. The offering price, selling concession and reallowance (if any) to broker-dealers at any time in effect with respect to an Offering are hereinafter referred to, respectively, as the “**Public Offering Price**”, the “**Concession**” and the “**Reallowance**”. With respect to each Offering of Securities, until the provisions of this Section 3(c) shall be terminated pursuant to Section 5 hereof, you agree to offer Securities to the public at no more than the Public Offering Price. If notified by us, you may sell securities to the public at a lesser negotiated price than the Public Offering Price, but in an amount not to exceed the Concession. If a Reallowance is in effect, a reallowance from the Public Offering Price not in excess of such Reallowance may be allowed as consideration for services rendered in distribution to broker-dealers (i) who are actually engaged in the investment banking or securities business, (ii) who execute the written agreement prescribed by Rule 2740(c) of the Conduct Rules of the National Association of Securities Dealers, Inc. (the “**NASD**”) and (iii) who, if they are foreign banks, broker-dealers or institutions not eligible for membership in the NASD, represent to you that they will promptly reoffer such Securities at the Public Offering Price and will abide by the conditions with respect to foreign banks, broker-dealers and institutions set forth in Section 3(e) hereof.

(d) Over-allotment; Stabilization; Unsold Allotments. We may, with respect to any Offering, be authorized to over-allot in arranging sales to Selected Dealers, to purchase and sell Securities for long or short account and to stabilize or maintain the market price of the Securities. You agree not to purchase and sell Securities for which an order from a client has not been received without our consent in each instance. You further agree that, upon our request at any time and from time to time prior to the termination of the provisions of Section 3(c) hereof with respect to any Offering, you will report to us the amount of Securities purchased by you pursuant to such Offering which then remain unsold by you and will, upon our request at any such time, sell to us for our account or the account of one or more Underwriters such amount of such unsold Securities as we may designate at the Public Offering Price less an amount to be determined by us not in excess of the Concession. If, prior to the later of (i) the termination of the provisions of Section 3(c) hereof with respect to any Offering or (ii) the covering by us of any short position created by us in connection with such Offering for our account or the account of one or more Underwriters, we purchase or contract to purchase for our account or the account of one or more Underwriters in the open market or otherwise any Securities purchased by you under this Agreement as part of such Offering, you agree to pay us on demand an amount equal to the Concession with respect to such Securities (unless you shall have purchased such Securities pursuant to Section 2 hereof at the Public Offering Price in which case we shall not be obligated to pay such Concession to you pursuant to Section 2) plus transfer taxes and broker’s commissions or dealer’s mark-up, if any, paid in connection with such purchase or contract to purchase.

(e) NASD. You represent and warrant that you are actually engaged in the investment banking or securities business. In addition, you further represent and warrant that you are either (i) a member in good standing of the NASD, (ii) a foreign bank, broker-dealer or institution not eligible for membership in the NASD which agrees not to make any sales within

the United States, its territories or its possessions or to persons who are citizens thereof or residents therein, and in making any other sales to comply with the NASD's interpretation with respect to free riding and withholding, or (iii), solely in connection with an Exempted Securities Offering, a bank, as defined in Section 3(a)(6) of the Exchange Act, that does not otherwise fall within provision (i) or (ii) of this sentence (a "Bank"). You further represent, by your participation in an Offering, that you have provided to us all documents and other information required to be filed with respect to you, any related person or any person associated with you or any such related person pursuant to the supplementary requirements of the NASD's interpretation with respect to review of corporate financing as such requirements relate to such Offering.

You agree that, in connection with any purchase or sale of the Securities wherein a selling Concession, discount or other allowance is received or granted, (1) you will comply with the provisions of Rule 2740 of the Conduct Rules of the NASD, (2) if you are a non-NASD member broker or dealer in a foreign country, you will also comply (a), as though you were an NASD member, with the provision of Rules 2730, 2740 and 2750 of the Conduct Rules and (b) with Rule 2420 of the Conduct Rules as that Rule applies to a non-NASD member broker or dealer in a foreign country and (3), in connection with an Exempted Securities Offering, if you are a Bank, you will also comply, as though you were an NASD member, with the provision of Rules 2730, 2740 and 2750 of the Conduct Rules.

You further agree that, in connection with any purchase of securities from us that is not otherwise covered by the terms of this Agreement (whether we are acting as manager, as a member of an underwriting syndicate or a selling group or otherwise), if a selling Concession, discount or other allowance is granted to you, clauses (1), (2) and (3) of the preceding paragraph will be applicable.

(f) Relationship among Underwriters and Selected Dealers. We may buy Securities from or sell Securities to any Underwriter or Selected Dealer and the Underwriters (if any) and the Selected Dealers may purchase Securities from and sell Securities to each other at the Public Offering Price less all or any part of the Reallowance. You are not authorized to act as agent for us, any Underwriter or the issuer or other seller of any Securities in offering Securities to the public or otherwise. Neither we nor any Underwriter shall be under any obligation to you except for obligations assumed hereby or in any Written Communication from us in connection with any Offering. Nothing contained herein or in any Written Communication from us shall constitute the Selected Dealers an association or partners with us or any Underwriter or with one another. If the Selected Dealers, among themselves or with the Underwriters, should be deemed to constitute a partnership for Federal income tax purposes, then you elect to be excluded from the application of Subchapter K, Chapter 1, Subtitle A of the Internal Revenue Code of 1986 and agree not to take any position inconsistent with that election. You authorize us, in our discretion, to execute and file on your behalf such evidence of that election as may be required by the Internal Revenue Service. In connection with any Offering, you shall be liable for your proportionate amount of any tax, claim, demand or liability that may be asserted against you alone or against one or more Selected Dealers participating in such Offering, or against us or the Underwriters, based upon the claim that the Selected Dealers (including you), or any of them, constitute an association, an unincorporated business or other entity, including, in each case, your proportionate amount of any expense incurred in defending against any such tax, claim, demand or liability.

(g) Blue Sky Laws. Upon application to us, we shall inform you as to any advice we have received from counsel concerning the jurisdictions in which Securities have been qualified for sale or are exempt under the securities or blue sky laws of such jurisdictions, but we do not assume any obligation or responsibility as to your right to sell Securities in any such jurisdiction.

(h) Compliance with Law. You agree that in selling Securities pursuant to any Offering (which agreement shall also be for the benefit of the issuer or other seller of such Securities) you will comply with all applicable laws, rules and regulations, including the applicable provisions of the Securities Act and the Exchange Act, the applicable rules and regulations of the Securities and Exchange Commission thereunder, the applicable rules and regulations of the NASD, the applicable rules and regulations of any securities exchange having jurisdiction over the Offering and the applicable laws, rules and regulations specified in Section 3(b) hereof.

(i) Registration of the Securities. You are aware that no action has been or will be taken by the issuer of the Securities that would permit the offer or sale of the Securities or possession or distribution of the Prospectus or any other offering material relating to the Securities in any jurisdiction where action for that purpose is required, other than registering the Securities under the Securities Act in the case of a Registered Offering. Accordingly, you agree that you will observe all applicable laws and regulations in each jurisdiction in or from which you may directly or indirectly acquire, offer, sell, or deliver Securities or have in your possession or distribute the Prospectus or any other offering material relating to the Securities, and you will obtain any consent, approval or permission required by you for the purchase, offer, or sale by you of the Securities under the laws and regulations in force in any such jurisdiction to which you are subject or in which you make such purchase, offer, or sale. Neither the issuer of the Securities nor AAFS or any Selected Dealers or Underwriters shall have any responsibility for determining what compliance is necessary by you or for your obtaining such consents, approvals, or permissions. You further agree that you will take no action that will impose any obligations on the issuer of the Securities, AAFS, or any Selected Dealers or Underwriters. Subject as provided above, you shall, unless prohibited by applicable law, furnish to each person to whom you offer, sell or deliver Securities a copy of the Prospectus (as then amended or supplemented) or (unless delivery of the Prospectus is required by applicable law) inform each such person that a copy thereof (as then amended or supplemented) will be made available upon request. You are not authorized to give any information or to make any representation not contained in the Prospectus or the documents incorporated by reference or specifically referred to therein in connection with the offer and sale of the Securities. In the case of an Exempted Securities Offering, all references to "Prospectus" in this section shall be interpreted to mean "offering circular."

4. Indemnification. You agree to indemnify and hold harmless ABN AMRO Financial Services, Inc., the issuer of the Securities, each person, if any, who controls (within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act) ABN AMRO Financial Services, Inc. or the issuer of the Securities, and their respective directors, officers and employees from and against any and all losses, liabilities, costs or claims (or actions in respect thereof) (collectively, "Losses") to which any of them may become subject (including all reasonable costs of investigating, disputing or defending any such claim or action), insofar as

such Losses arise out of or are in connection with the breach of any representation, warranty or agreement made by you herein.

If any claim, demand, action or proceeding (including any governmental investigation) shall be brought or alleged against an indemnified party in respect of which indemnity is to be sought against an indemnifying party, the indemnified party shall promptly notify the indemnifying party in writing, and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnified party may designate in such proceeding and shall pay the reasonable fees and expenses of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the reasonable fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel, (ii) the indemnifying party has failed within a reasonable time to retain counsel reasonably satisfactory to such indemnified party or (iii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is agreed that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate law firm (in addition to local counsel where necessary) for all such indemnified parties. Such firm shall be designated in writing by the indemnified party. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding.

The indemnity agreements contained in this Section and the representations and warranties by you in this Agreement shall remain operative and in full force and effect regardless of: (i) any termination of this Agreement; (ii) any investigation made by an indemnified party or on such party's behalf or any person controlling an indemnified party or by or on behalf of the indemnifying party, its directors or officers or any person controlling the indemnifying party; and (iii) acceptance of and payment for any Securities.

5. Termination, Supplements and Amendments. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof and supercedes all prior oral or written agreements between the parties hereto or their predecessors with regard to the subject matter hereof. This Agreement may be terminated by Written Communication from you to AAFS or from AAFS to you. Until so terminated, this Agreement shall continue in full force and effect. This Agreement may be supplemented or amended by us by written notice thereof to you, and any such supplement or amendment to this Agreement shall be effective with respect to any Offering to which this Agreement applies after the date you received such supplement or amendment. Each reference to "this Agreement" herein shall, as appropriate, be

to this Agreement as so amended and supplemented. The terms and conditions set forth in Section 3(c) hereof with regard to any Offering will terminate at the close of business on the 30th day after the commencement of the public offering of the Securities to which such Offering relates, but in our discretion may be extended by us for a further period not exceeding 30 days and in our discretion, whether or not extended, may be terminated at any earlier time.

6. Successors and Assigns. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and other persons specified in Section 1 hereof, and the respective successors and assigns of each of them.

7. Governing Law. This Agreement and the terms and conditions set forth herein with respect to any Offering together with such supplementary terms and conditions with respect to such Offering as may be contained in any Written Communication from us to you in connection therewith shall be governed by, and construed in accordance with, the laws of the State of New York.

Please confirm by signing and returning to us the enclosed copy of this Agreement that your subscription to, or your acceptance of any reservation of, any Securities pursuant to an Offering shall constitute (i) acceptance of and agreement to the terms and conditions of this Agreement (as supplemented and amended pursuant to Section 5 hereof) together with and subject to any supplementary terms and conditions contained in any Written Communication from us in connection with such Offering, all of which shall constitute a binding agreement between you and us, individually or as representative of any Underwriters, (ii) confirmation that your representations and warranties set forth in Section 3 hereof are true and correct at that time, (iii) confirmation that your agreements set forth in Sections 2 and 3 hereof have been and will be fully performed by you to the extent and at the times required thereby and (iv) in the case of any Offering described in Section 3(a) and 3(b) hereof, acknowledgment that you have requested and received from us sufficient copies of the final prospectus or offering circular, as the case may be, with respect to such Offering in order to comply with your undertakings in Section 3(a) or 3(b) hereof.

Very truly yours,

ABN AMRO FINANCIAL SERVICES, INC.

By: \_\_\_\_\_

Name:

Title:

CONFIRMED: \_\_\_\_\_, 200\_

(NAME OF BROKER-DEALER)

By: \_\_\_\_\_

Name:

Title:

## SLM CORPORATION

## OFFICERS' CERTIFICATE

This certificate is furnished to Deutsche Bank Trust Company Americas, as trustee (the "EdNotes Trustee"), for the EdNotes (defined below), pursuant to Section 2.02(c) of the Indenture, dated as of October 1, 2000 (the "Original Indenture"), between SLM Corporation (formerly known as USA Education, Inc.), a Delaware corporation (the "Company") and JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank, the "Original Trustee"), as supplemented by the Fourth Supplemental Indenture, dated as of January 16, 2003 (the "Fourth Supplemental Indenture"), between the Company and the EdNotes Trustee, as consented to by the Original Trustee, which such Fourth Supplemental Indenture is amended by the Amended Fourth Supplemental Indenture, dated as of December 17, 2004 (the "Amended Fourth Supplemental Indenture"), between the Company and the EdNotes Trustee (the Original Indenture, together with the Fourth Supplemental Indenture and the Amended Fourth Supplemental Indenture, each as amended or supplemented, collectively the "Indenture").

The Company has filed with the Securities and Exchange Commission (the "Commission") a Prospectus and a Prospectus Supplement, each dated January 23, 2003 to Registration Statement (File No. 333-90316) pursuant to Rule 424(b) of the General Rules and Regulations under the Securities Act of 1933, as amended, with respect to an offering of up to \$2,000,000,000 of Medium Term Notes of the Company, Series B, due nine months or longer from the date of issue, otherwise known as EdNotes<sup>SM</sup> (the "EdNotes"). The Company proposes to file with the Commission a Prospectus and a Prospectus Supplement, each dated January 5, 2005 (collectively, the "Prospectus"), to Registration Statement (File No. 333-107132) pursuant to Rule 424(b) of the General Rules and Regulations under the Securities Act of 1933, as amended, with respect to an offering of up to \$3,000,000,000 of EdNotes. The terms of each issuance of EdNotes shall be set forth in a pricing supplement to the Prospectus (each, a "Pricing Supplement").

By resolution dated May 10, 2001, the Board of Directors of the Company authorized the Company to develop a medium term note program or programs and to issue and sell medium term notes and authorized certain officers or any one of their designees to take or cause to be taken certain actions under such resolution. Such resolution is attached as Exhibit A to this Officers' Certificate.

The undersigned, John F. Remondi, Executive Vice President, Finance, and Mary F. Eure, Vice President and Corporate Secretary of the Company, hereby make this Officers' Certificate in order to set forth the terms of the EdNotes to be issued from time to time under the Indenture.

A. Terms and Conditions of Securities

(1) Title of Securities. The title of the Securities is "Medium Term Notes, Series B". They shall also be known as "EdNotes".

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(2) Aggregate Principal Amount of Securities. The aggregate principal amount of the EdNotes to be offered pursuant to the Prospectus is up to \$3,000,000,000.

(3) Maturity Dates. The EdNotes will be issued on different dates and will have minimum maturities of nine (9) months from their respective dates of issue, in each case stated in the Pricing Supplement for each EdNote.

(4) Interest. Each EdNote may be a fixed rate note ("Fixed Rate EdNote") or a floating rate note ("Floating Rate EdNote"). The EdNotes will bear interest as specified in the Prospectus and Pricing Supplement, which, in the case of zero-coupon notes, will be zero. The Prospectus and Pricing Supplement will state the date or dates from which interest shall accrue on the EdNotes, the interest payment dates for interest to be paid on the EdNotes and the regular record dates for such interest payment dates, if any. The Pricing Supplement also will describe the terms of any zero-coupon or discount notes which may be issued, including the calculation method for any accruals of discount on such zero-coupon or discount notes. Under no circumstances will additional amounts on the EdNotes be payable in respect of specified taxes, assessments or other governmental charges withheld or deducted.

(5) Paying Agent. The EdNotes Trustee will be the paying agent for the EdNotes, unless the Pricing Supplement states otherwise.

(6) Registered Securities. The EdNotes will be issued in registered form, without interest coupons, unless the Pricing Supplement states otherwise.

(7) Form of Securities. The EdNotes will be issued in book-entry form and represented by one or more master notes or global notes, unless the Pricing Supplement states otherwise.

(8) Depository. The depository for the EdNotes issued in book-entry form will be the Depository Trust Company, unless the Pricing Supplement states otherwise.

(9) Denomination. The EdNotes will be issued in denominations of \$1,000 and any integral multiple of \$1,000, unless the Pricing Supplement states otherwise.

(10) Currency. Payments of principal and interest on the EdNotes will be made in U.S. Dollars.

(11) Redemption.

(a) No EdNote, or portion of an EdNote, will be redeemable at the option of the Company, unless the Pricing Supplement states otherwise.

(b) Redemption. If so specified in any Pricing Supplement applicable to an EdNote, the Company shall have the option to redeem the EdNote (or a portion thereof) prior to its maturity date. Pursuant to Section 3.01 of the Indenture, the Company shall, at least ten (10) days prior to the redemption date fixed by the Company, notify the EdNotes Trustee of such redemption date and of the Principal amount and redemption price of the EdNotes to be redeemed. Notwithstanding Section 3.03(a) of the Indenture, at least five (5), but not more than

sixty (60), days before a redemption date, the Company and the EdNotes Trustee shall send a notice of redemption by facsimile or some other form of electronic transmission, with a copy of such notice sent simultaneously by first-class mail, to the depository for the EdNotes issued in book-entry form or to each Holder of EdNotes that are to be redeemed if the EdNotes are issued in other than book-entry form. All provisions of Section 3.03 of the Indenture, with the exception of Section 3.03(a) which has been modified by this Section (11)(b), shall remain unchanged. In the event of redemption of an EdNote that is a discount or zero-coupon note, the amount payable to the Holder of the EdNote shall be calculated as described in the terms of the applicable EdNote and related Pricing Supplement.

(12) Survivor's Option.

(a) Definitions.

(i) "Annual Put Limitation" is defined in Section (12)(d) below.

(ii) "Business Day" means any day that is not a Saturday, Sunday, holiday or other day on which banking institutions in New York, New York are authorized or ordered to close by law or executive order.

(iii) "Individual Put Limitation" is defined in Section (12)(d) below.

(iv) "NASD" is defined in Section (12)(g) below.

(v) "Representative" means the person that has authority to act on behalf of the deceased owner of the beneficial interest in an EdNote under the laws of the appropriate jurisdiction (including, without limitation, the personal representative, executor, surviving joint tenant or surviving tenant by the entirety of such deceased beneficial owner).

(vi) "Survivor's Option" is defined in Section (12)(b) below.

(vii) "Survivor's Option Blackout Period" is defined in Section (12)(b) below.

(b) Grant of Survivor's Option. No EdNote, or portion of an EdNote, will be repayable at the option of the Holder, unless the Pricing Supplement states otherwise. If so specified in any Pricing Supplement, the Representative of the beneficial owner of an EdNote shall have the option to elect repayment of such EdNote (or a portion thereof) in the event of the death of the beneficial owner of such EdNote ("Survivor's Option"). The Survivor's Option shall not be exercisable during a Survivor's Option Blackout Period that, unless otherwise provided in a Pricing Supplement applicable to the EdNote, means the period commencing on the issue date of any EdNote and ending twelve (12) months after such issue date ("Survivor's Option Blackout Period").

(c) Payments upon Exercise of Survivor's Option. Pursuant to exercise of the Survivor's Option, the Company shall, subject to the Annual Put Limitation and the Individual Put Limitation described below, at its option, either repay or purchase any EdNote (or portion thereof) properly tendered to the EdNotes Trustee for repayment by or on behalf of the

Representative for the deceased owner of the beneficial interest in such EdNote at a price equal to 100% of the principal amount of the beneficial interest of the deceased owner in such EdNote plus accrued and unpaid interest, if any, to, but not including, the date of such repayment. In the event the EdNote is a discount or zero-coupon note, the price shall be calculated as described in the terms of the applicable EdNote and related Pricing Supplement.

(d) Limits on Survivor's Option. The Company may, in its sole discretion, limit the aggregate principal amount of EdNotes as to which exercises of the Survivor's Option shall be accepted in any calendar year (the "Annual Put Limitation") to the greater of (i) one percent (1%) of the outstanding principal amount of EdNotes subject to the Survivor's Option as of December 31 of the most recent completed year or (ii) \$1,000,000 in any such calendar year, and may limit to \$200,000, the aggregate principal amount of EdNotes (or portions thereof) as to which exercise of the Survivor's Option will be accepted in such calendar year with respect to any individual deceased owner of beneficial interests in such EdNotes (the "Individual Put Limitation"). Moreover, the Company shall not make principal repayments pursuant to exercise of the Survivor's Option in amounts that are less than \$1,000 or that are not integral multiples of \$1,000, and, in the event that the limitations described in the preceding sentence would result in the partial repayment of any EdNote, the principal amount of such EdNote remaining outstanding after repayment must be at least \$1,000.

(e) Payments and Limited Withdrawal Right.

(i) Any EdNote (or portion thereof) tendered pursuant to exercise of the Survivor's Option may not be withdrawn unless the EdNote (or portion thereof) is not accepted on account of the Annual Put Limitation or the Individual Put Limitation.

(ii) Each EdNote (or portion thereof) that is tendered pursuant to valid exercise of the Survivor's Option shall be accepted promptly in the order all such EdNotes are tendered, except for any EdNote (or portion thereof) the acceptance of which would contravene (A) the Annual Put Limitation, if applied, or (B) the Individual Put Limitation, if applied, with respect to the relevant individual deceased owner of beneficial interests therein. If, as of the end of any calendar year, the aggregate principal amount of EdNotes (or portions thereof) that have been accepted pursuant to exercise of the Survivor's Option during such year has not exceeded the Annual Put Limitation, if applied, for such year, any exercise(s) of the Survivor's Option with respect to EdNotes (or portions thereof) not accepted during such calendar year because such acceptance would have contravened the Individual Put Limitation, if applied, with respect to an individual deceased owner of beneficial interests therein may be accepted in the order all such EdNotes (or portions thereof) were tendered, to the extent that any such exercise would not trigger the Annual Put Limitation for such calendar year.

(iii) Any EdNote (or portion thereof) accepted for repayment pursuant to exercise of the Survivor's Option shall be repaid on the earlier of the June 15 and December 15 following such acceptance so long as repayment occurs twenty (20) or more calendar days after the date of acceptance. If the date of repayment is not a Business Day, payment will be made on the next succeeding Business Day.

(iv) In the event that an EdNote (or any portion thereof) tendered for

repayment pursuant to valid exercise of the Survivor's Option is not accepted because of the application of the Annual Put Limitation or the Individual Put Limitation, the EdNotes Trustee shall deliver a notice by first-class mail to the Representative who tendered such EdNote for repayment, at the address identified by the Representative in connection with such tender, or in the case of a tender by a Representative that has not made such Representative's mailing address known to the EdNotes Trustee, to the registered holder of the applicable EdNote at its last known address as indicated in the EdNote register, or in the case of EdNotes represented by a Global Securities, to the broker or other entity through which the beneficial interest in the EdNote is held by the deceased owner, which notice states the reason such EdNote (or portion thereof) has not been accepted for payment.

(v) The Representative may withdraw the tender of an EdNote (but only with respect to any portion of such EdNote that was not paid because of the application of the Annual Put Limitation or the Individual Put Limitation) prior to the earlier of (i) the date that is 90 days from the date of receipt by the Representative of notice from the EdNotes Trustee of the foregoing notice of non-acceptance of the tender of an EdNote (or any portion thereof) or (ii) the regular record date for the next scheduled interest payment date, if any, on the EdNote.

(vi) Each EdNote (or any portion thereof) tendered for repayment that is not accepted in any calendar year due to the application of the Annual Put Limitation or the Individual Put Limitation shall be deemed to be tendered in the following calendar year in the order in which all such EdNotes (or portions thereof) were originally tendered, unless any such EdNote (or portion thereof) is withdrawn by the Representative for the deceased owner.

(f) Death of Beneficial Owner. The death of a person owning an EdNote in joint tenancy or tenancy by the entirety with another or others shall be deemed the death of the beneficial owner of the EdNote, and the entire principal amount of the EdNote so held shall be subject to repayment, together with interest accrued thereon to the repayment date. The death of a person owning an EdNote by tenancy in common shall be deemed the death of a holder of an EdNote only with respect to the deceased holder's interest in the EdNote so held by tenancy in common; except that in the event an EdNote is held by husband and wife as tenants in common, the death of either shall be deemed the death of the holder of the EdNote, and the entire principal amount of the EdNote so held shall be subject to repayment. The death of a person who, during his or her lifetime, was entitled to substantially all of the beneficial interests of ownership of an EdNote, shall be deemed the death of the beneficial owner thereof for purposes of this provision, regardless of the registered holder, if such beneficial interest can be established to the satisfaction of the EdNotes Trustee and the Company. Such beneficial interest shall be deemed to exist in typical cases of nominee ownership, ownership under the Uniform Gifts to Minors Act, the Uniform Transfers to Minors Act, community property or other joint ownership arrangements between a husband and wife and trust arrangements where one person has substantially all of the beneficial ownership interest in the EdNote during his or her lifetime.

(g) Survivor's Option Involving Global Securities.

(i) For EdNotes represented by a Global Security, the Depository or its nominee shall be the holder of such EdNote. Therefore, the Depository (either directly or through its participants) or its nominee shall be the only entity that can exercise the Survivor's

Option for such EdNote, and the broker or other entity through which a beneficial interest in an EdNote is held must give instructions to the Depository and the EdNotes Trustee.

(ii) To obtain repayment pursuant to exercise of the Survivor's Option with respect to such EdNote, the Representative must provide to the broker or other entity through which the beneficial interest in the Global Security is held by the deceased owner (A) appropriate evidence satisfactory to the Company and the EdNotes Trustee that (1) the Representative has authority to act on behalf of the deceased beneficial owner, (2) the death of such beneficial owner has occurred and (3) the deceased was the owner of a beneficial interest in the Global Security at the time of death, (B) the deceased owner's social security number or other taxpayer identification number, (C) a written request for repayment signed by the Representative, with such information as the broker or other entity requests, and with the signature guaranteed by a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc. (the "NASD") or a commercial bank or trust company having an office or correspondent in the United States, (D) instructions to such broker or other entity to notify the Depository of such Representative's desire to obtain repayment pursuant to exercise of the Survivor's Option, and (E) a detailed description of the EdNote, including the CUSIP number and issue date.

(iii) Such broker or other entity shall provide to the EdNotes Trustee (A) a written request for repayment signed by that broker or other entity in substantially the form attached as Exhibit B to this Officers' Certificate, and (B) a certificate or letter satisfactory to the EdNotes Trustee from such broker or other entity stating that it represents the deceased beneficial owner and describing the deceased owner's beneficial interest in the Global Security. Such broker or other entity shall be responsible for disbursing any payments it receives pursuant to exercise of the Survivor's Option to the appropriate Representative.

(h) Survivor's Option Involving Certificated EdNotes. In order for a Survivor's Option to be validly exercised with respect to any EdNote (or portion thereof), the EdNotes Trustee must receive from the Representative of the deceased beneficial owner (i) appropriate evidence satisfactory to the Company and the EdNotes Trustee that (A) the Representative has authority to act on behalf of the deceased beneficial owner, (B) the death of such beneficial owner has occurred and (C) the deceased was the owner of a beneficial interest in the Global Security at the time of death, (ii) a written request for repayment signed by the Representative, with such information as the broker or other entity requests, and with the signature guaranteed by a member firm of a registered national securities exchange or of the NASD or a commercial bank or trust company having an office or correspondent in the United States, (iii) a detailed description of the EdNote, including CUSIP number and issue date, (iv) the deceased owner's social security number or other taxpayer identification number, (v) tender of the EdNote (or portion thereof) to be repaid, (vi) if applicable, a properly executed assignment or endorsement and (vii) if the beneficial interest in such EdNote is held by a nominee of the deceased beneficial owner, a certificate or letter satisfactory to the EdNotes Trustee from such nominee attesting to the deceased's ownership of a beneficial interest in such EdNote. All questions as to the eligibility or validity of any exercise of the Survivor's Option will be determined by the Company, in its sole discretion, which determination shall be final and binding on all parties.

(13) Sinking Fund. The EdNotes will not have the benefit of a sinking fund.

(14) Conversion. The EdNotes will not be convertible or exchangeable into any other class or series of securities of the Company, unless the Pricing Supplement states otherwise.

(15) Defeasance. The EdNotes will not be subject to the defeasance provision of the Indenture, unless the Pricing Supplement states otherwise.

(16) Priority. The EdNotes are senior unsecured obligations of the Company and rank equally in right of payment with any other senior unsecured and unsubordinated indebtedness the Company has issued or may issue from time to time. The EdNotes will rank senior to any subordinated indebtedness the Company may issue from time to time.

(17) Forms of Securities. The form of master note is attached as Exhibit C to this Officers' Certificate.

(18) Other Terms. The EdNotes may have such other terms specified in the Pricing Supplement which are not inconsistent with the provisions of the Indenture.

#### B. EdNotes Trustee Payments

(1) Establishment of Account; Investments. The Company directs and authorizes the EdNotes Trustee to establish one or more debt service accounts in respect of the EdNotes. All or a portion of the amounts paid to the EdNotes Trustee by the Company are to be deposited in such accounts and are to be invested and reinvested by the EdNotes Trustee pursuant to written directions from the Company, which direction may be in the form of a standing direction. Such investments may be in one or more Eligible Instruments (as defined in the Indenture) or Eligible Investments (defined below). Notwithstanding the foregoing, no investment of any such amount may mature later than the business day (defined as any day that is not a Saturday, Sunday, holiday or other day on which banking institutions in New York, New York are authorized or ordered to close by law or executive order) preceding the applicable payment date (or, in the case of an investment in an obligation of the EdNotes Trustee, no later than the applicable payment date) and no such investment may be sold prior to its maturity date. On or before the third day of each month, the EdNotes Trustee is required to withdraw any net reinvestment income and return such amount to the Company. The EdNotes Trustee has no obligation to invest and reinvest any cash held in such accounts established by the EdNotes Trustee in the absence of a timely and specific written investment direction from the Company. In no event is the EdNotes Trustee liable for the selection of investments or for investment losses incurred thereon. The EdNotes Trustee has no liability in respect of losses incurred as a result of the liquidation of any investment prior to its stated maturity or the failure of the Company to provide timely written investment direction.

(2) Permitted Compensation. The EdNotes Trustee or its affiliates are permitted to receive additional compensation that could be deemed to be in the EdNotes Trustee's economic self-interest for (i) serving as investment adviser, administrator, shareholder servicing agent, custodian or sub-custodian with respect to certain of the Eligible Investments, (ii) using affiliates

to effect transactions in certain Eligible Investments and (iii) effecting transactions in certain Eligible Investments.

“Eligible Investments” means book-entry securities, negotiable instruments or securities represented by instruments in bearer or registered form, with respect to which the EdNotes Trustee has taken delivery, which evidence: (i) direct obligations of, and obligations fully guaranteed as to the full and timely payment by, the United States of America, (ii) demand deposits, time deposits or certificates of deposit of any depository institution or trust company incorporated under the laws of the United States of America or any State thereof and subject to supervision and examination by Federal or State banking or depository institution authorities, provided that at the time of investment or contractual commitment to invest therein, the commercial paper or other short-term unsecured debt obligations (other than such obligations the rating of which is based on the credit of a person other than such depository institution or trust company) thereof shall be rated “A-1+” by Standard & Poor’s, a division of The McGraw-Hill Companies, Inc. (“S&P”) and “P-1” by Moody’s Investors Service, Inc. (“Moody’s”); (iii) commercial paper that, at the time of the investment or contractual commitment to invest therein, is rated “A-1” by S&P and “P-1” by Moody’s; (iv) bankers’ acceptances issued by any depository institution or trust company referred to in (ii) above; (v) repurchase obligations with respect to any security pursuant to a written agreement that is a direct obligation of, or fully guaranteed as to the full and timely payment by, the United States of America or any agency or instrumentality thereof, the obligations of which are backed by the full faith and credit of the United States of America, in either case entered into with a depository institution or trust company the deposits of which are insured by the Federal Deposit Insurance Corporation and whose commercial paper or other short-term unsecured debt obligations are rated “A-1+” by S&P and “P-1” by Moody’s; and (vi) money market mutual funds registered under the Investment Company Act having a rating, at the time of such investment from each of S&P and Moody’s in the highest investment category granted thereby. Any Eligible Investments may be purchased by or through the EdNotes Trustee or any of its affiliates and shall include such securities issued by the EdNotes Trustee or its affiliates.

C. Additional Certification. Each of the undersigned (i) has read Section 2.02 and other relevant provisions of the Indenture, (ii) has examined documents and made inquiries of officers of the Company in order to ascertain compliance with Section 2.02 of the Indenture, (iii) is of the opinion that the signing officer has made such examination and investigation as the signing officer deems necessary to enable such officer to express an informed opinion as to whether the conditions of Section 2.02 of the Indenture have been complied with, and (iv) is of the opinion that the requirements of Section 2.02 of the Indenture have been complied with.

IN WITNESS WHEREOF, we have executed this Officers' Certificate as of January 5, 2005.

/s/ John F. Remondi

\_\_\_\_\_  
John F. Remondi  
Executive Vice President, Finance  
SLM Corporation

/s/ Mary F. Eure

\_\_\_\_\_  
Mary F. Eure  
Vice President and  
Corporate Secretary  
SLM Corporation



## SLM CORPORATION

EdNotes<sup>SM</sup>

## ELECTION OF REPAYMENT — SURVIVOR'S OPTION

CUSIP NUMBER \_\_\_\_\_

To: SLM Corporation

The undersigned financial institution (the “**Financial Institution**”) represents the following:

- The Financial Institution has received a request for repayment from the executor or other authorized representative (the “**Representative**”) of the deceased beneficial owner listed below of \_\_\_EdNotes (CUSIP No. \_\_\_) (the “**EdNotes**”).
- The Financial Institution currently holds such EdNotes as a direct or indirect participant in The Depository Trust Company (the “**Depository**”).

The Financial Institution agrees to the following terms:

- The Financial Institution shall follow the instructions (the “**Instructions**”) accompanying this Election of Repayment - Survivor's Option form (the “**Form**”).
- The Financial Institution shall make all records specified in the Instructions supporting the above representations available to SLM Corporation (the “**Company**”) for inspection and review within five business days of the Company's request.
- If the Financial Institution or the Company, in either's reasonable discretion, deems any of the records specified in the Instructions supporting the above representations unsatisfactory to substantiate a claim for repayment, the Financial Institution shall not be obligated to submit this Form, and the Company may deny repayment.
- Other than as described in the applicable prospectus supplement for your EdNotes in the limited situation involving tenders of EdNotes that are not accepted during one calendar year as a result of the annual put limitation or individual put limitation, repayment elections may not be withdrawn.
- The Financial Institution agrees to indemnify and hold harmless the Company and the EdNotes Trustee against and from any and all claims, liabilities, costs, losses, expenses, suits and damages resulting from the Financial Institution's above representations and request for repayment on behalf of the Representative.

(1) \_\_\_\_\_  
Name and Social Security Number of Deceased Beneficial Owner

(2) \_\_\_\_\_  
Date of Death of Deceased Beneficial Owner

(3) \_\_\_\_\_  
Name of Representative Requesting Repayment

(4) \_\_\_\_\_  
Name of Financial Institution Requesting Repayment

(5) \_\_\_\_\_  
Signature of Representative of Financial Institution Requesting Repayment

(6) \_\_\_\_\_  
Principal Amount of Requested Repayment; Description of EdNotes; CUSIP Number

(7) \_\_\_\_\_  
Date of Election

(8) Financial Institution Representative:

Name:

Mailing Address (no P.O. Boxes):

Phone Number:

DTC Participant Number:

Fax Number:

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**TO BE COMPLETED BY THE COMPANY:**

(A) Election Number\*:

(B) Delivery and Payment Date:

(C) Principal Amount:

(D) Accrued Interest:

(E) Date of Receipt of Form by the Company:

(F) Date of Acknowledgment by the Company:

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\* To be assigned by the Company upon receipt of this Form. An acknowledgment, in the form of a copy of this document with the assigned Election Number, will be returned to the party and

location designated on line (8) above.

**INSTRUCTIONS FOR COMPLETING ELECTION  
OF REPAYMENT UNDER A SURVIVOR'S OPTION**

Capitalized terms used and not defined herein have the meanings defined in the accompanying Election of Repayment — Survivor's Option.

1. Collect and retain for a period of at least three years (1) satisfactory evidence of the authority of the Representative, (2) satisfactory evidence of death of the deceased beneficial owner, (3) satisfactory evidence that the deceased beneficial owner beneficially owned, at the time of his or her death, the EdNotes being submitted for repayment, and (4) any necessary tax waivers. For purposes of determining whether the Company will deem EdNotes beneficially owned by an individual at the time of death, the following rules shall apply:

- EdNotes beneficially owned by tenants by the entirety or joint tenants will be regarded as beneficially owned by a single owner. The death of a tenant by the entirety or joint tenant will be deemed the death of the beneficial owner, and the EdNotes beneficially owned will become eligible for repayment. The death of a person beneficially owning a EdNote by tenancy in common will be deemed the death of a holder of an EdNote only with respect to the deceased holder's interest in the EdNote so held by tenancy in common, unless a husband and wife are the tenants in common, in which case the death of either will be deemed the death of the holder of the EdNote, and the entire principle amount of the EdNote so held will be eligible for repayment.
- EdNotes beneficially owned by a trust will be regarded as beneficially owned by each beneficiary of the trust to the extent of that beneficiary's interest in the trust (however, a trust's beneficiaries collectively cannot be beneficial owners of more EdNotes than are owned by the trust). The death of a beneficiary of a trust will be deemed the death of the beneficial owner of the EdNotes beneficially owned by the trust to the extent of that beneficiary's interest in the trust. The death of an individual who was a tenant by the entirety or joint tenant in a tenancy which is the beneficiary of a trust will be deemed the death of the beneficiary of the trust. The death of an individual who was a tenant in common in a tenancy which is the beneficiary of a trust will be deemed the death of the beneficiary of the trust only with respect to the deceased holder's beneficial interest in the EdNote, unless a husband and wife are the tenants in common, in which case the death of either will be deemed the death of the beneficiary of the trust.
- The death of a person who, during his or her lifetime, was entitled to substantially all of the beneficial interest in an EdNote will be deemed the death of the beneficial owner of that EdNote, regardless of the registration of ownership, if such beneficial interest can be established to the satisfaction of the EdNotes Trustee. Such beneficial interest will exist in many cases of street name or nominee ownership, ownership by a trustee, ownership under the Uniform Gift to Minors Act and community property or other joint ownership arrangements between spouses. Beneficial interest will be evidenced by such factors as the power to sell or otherwise dispose of an EdNote, the right to receive the proceeds of

sale or disposition and the right to receive interest and principal payments on an EdNote.

2. Indicate the name and social security number of the deceased beneficial owner on line (1).
3. Indicate the date of death of the deceased beneficial owner on line (2).
4. Indicate the name of the Representative requesting repayment on line (3).
5. Indicate the name of the Financial Institution requesting repayment on line (4).
6. Affix the authorized signature of the Financial Institution's representative on line (5).

**THE SIGNATURE MUST BE MEDALLION SIGNATURE GUARANTEED.**

7. Indicate the principal amount, description and CUSIP numbers of the EdNotes to be repaid on line (6).
8. Indicate the date this Form was completed on line (7).
9. Indicate the name, mailing address (no P.O. boxes, please), telephone number and facsimile-transmission number of the party to whom the acknowledgment of this election may be sent on line (8).
10. Leave lines (A), (B), (C), (D), (E) and (F) blank.
11. Mail or otherwise deliver an original copy of the completed Form to:

Deutsche Bank Trust Company Americas  
280 Park Avenue-9E  
New York, NY 10017  
Attention: Corporate Trust and Agency Services

**FACSIMILE TRANSMISSIONS OF THE REPAYMENT ELECTION FORM**

**WILL NOT BE ACCEPTED.**

12. If the acknowledgement of the Company's receipt of this Form, including the assigned election number, is not received within 10 days of the date such information is sent to the EdNotes Trustee, contact Deutsche Bank Trust Company Americas, Shareholder Relations at 1-800-735-7777.

MEDIUM TERM NOTE MASTER NOTE

January 23, 2003  
(Date of Issuance)

SLM Corporation (EdNotes), (the "Issuer"), a corporation organized and existing under the laws of the (State or Commonwealth) of Delaware, for value received, hereby promises to pay to Cede & Co., or its registered assigns: (i) on each principal payment date, including each amortization date, redemption date, repayment date, maturity date, and extended maturity date, as applicable, of each obligation identified on the records of the Issuer (which records are maintained by Deutsche Bank Trust Company Americas, (the "Paying Agent")), the principal amount then due and payable for each such obligation, and (ii) on each interest payment date, if any, the interest then due and payable on the principal amount for each such obligation. Payment shall be made by wire transfer of United States dollars to the registered owner, or in immediately available funds or the equivalent to a party as authorized by the registered owner and in the currency other than United States dollars as provided for in each such obligation, by the Paying Agent without the necessity of presentation and surrender of this Master Note.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS MASTER NOTE SET FORTH ON THE REVERSE HEREOF AND TO THE TERMS OF THE PROSPECTUS SUPPLEMENT AND PRICING SUPPLEMENT(S), WHICH ARE INCORPORATED HEREIN BY REFERENCE.

This Master Note is a valid and binding obligation of the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed under its corporate seal.

ATTEST:  
  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

SLM CORPORATION

By: /s/ \_\_\_\_\_

\_\_\_\_\_  
(Authorized Officer's Signature)

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title)

[Seal]

\_\_\_\_\_  
(Trustee)

By: \_\_\_\_\_

\_\_\_\_\_  
(Authorized Officer's Signature)

\_\_\_\_\_  
(Printed Name and Title)

CERTIFICATE OF AUTHENTICATION

This is one of the Notes referred to in the within-mentioned Indenture.

DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as EdNotes Trustee

By: \_\_\_\_\_

Authorized Signature

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