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

Form 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2015

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

**For the transition period from _____ to _____
Commission File Number: 001-13251**

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.)

300 Continental Drive, Newark, Delaware
(Address of principal executive offices)

19713
(Zip Code)

(302) 451-0200
(Registrant's telephone number, including area code)
(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date:

Class	Outstanding at March 31, 2015
Common Stock, \$0.20 par value	425,180,591 shares

SLM CORPORATION
CONSOLIDATED FINANCIAL STATEMENTS
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SLM CORPORATION
CONSOLIDATED BALANCE SHEETS
(In thousands, except share and per share amounts)
(Unaudited)

	March 31, 2015	December 31, 2014
Assets		
Cash and cash equivalents	\$ 875,622	\$ 2,359,780
Available-for-sale investments at fair value (cost of \$168,964 and \$167,740, respectively)	170,831	168,934
Loans held for investment (net of allowance for losses of \$89,805 and \$83,842, respectively)	10,909,014	9,509,786
Other interest-earning assets	62,383	77,283
Accrued interest receivable	541,355	469,697
Premises and equipment, net	79,822	78,470
Acquired intangible assets, net	2,855	3,225
Tax indemnification receivable	227,157	240,311
Other assets	64,485	64,757
Total assets	\$ 12,933,524	\$ 12,972,243
Liabilities		
Deposits	\$ 10,467,753	\$ 10,540,555
Income taxes payable, net	194,345	191,499
Upromise related liabilities	285,104	293,004
Other liabilities	120,409	117,227
Total liabilities	11,067,611	11,142,285
Commitments and contingencies		
Equity		
Preferred stock, par value \$0.20 per share, 20 million shares authorized		
Series A: 3.3 million and 3.3 million shares issued, respectively, at stated value of \$50 per share	165,000	165,000
Series B: 4 million and 4 million shares issued, respectively, at stated value of \$100 per share	400,000	400,000
Common stock, par value \$0.20 per share, 1.125 billion shares authorized: 428 million and 425 million shares issued, respectively	85,587	84,961
Additional paid-in capital	1,106,415	1,090,511
Accumulated other comprehensive loss (net of tax benefit of \$13,012 and \$7,186, respectively)	(20,584)	(11,393)
Retained earnings	154,824	113,066
Total SLM Corporation stockholders' equity before treasury stock	1,891,242	1,842,145
Less: Common stock held in treasury at cost: 3 million and 1 million shares, respectively	(25,329)	(12,187)
Total equity	1,865,913	1,829,958
Total liabilities and equity	\$ 12,933,524	\$ 12,972,243

See accompanying notes to consolidated financial statements.

SLM CORPORATION
CONSOLIDATED STATEMENTS OF INCOME
(In thousands, except per share amounts)
(Unaudited)

	Three Months Ended	
	March 31,	
	2015	2014
Interest income:		
Loans	\$ 197,856	\$ 160,035
Investments	2,720	968
Cash and cash equivalents	780	866
Total interest income	201,356	161,869
Interest expense:		
Deposits	29,570	22,591
Other interest expense	832	40
Total interest expense	30,402	22,631
Net interest income	170,954	139,238
Less: provisions for loan losses	16,618	39,159
Net interest income after provisions for loan losses	154,336	100,079
Noninterest income:		
Gains on sales of loans, net	—	33,888
Gains (losses) on derivatives and hedging activities, net	3,292	(764)
Other	8,007	8,136
Total noninterest income	11,299	41,260
Expenses:		
Compensation and benefits	41,203	29,667
Other operating expenses	39,984	34,004
Total operating expenses	81,187	63,671
Acquired intangible asset amortization expense	370	1,767
Restructuring and other reorganization expenses	4,657	229
Total expenses	86,214	65,667
Income before income tax expense	79,421	75,672
Income tax expense	31,722	28,658
Net income	47,699	47,014
Less: net loss attributable to noncontrolling interest	—	(434)
Net income attributable to SLM Corporation	47,699	47,448
Preferred stock dividends	4,823	—
Net income attributable to SLM Corporation common stock	\$ 42,876	\$ 47,448
Basic earnings per common share attributable to SLM Corporation	\$ 0.10	\$ 0.11
Average common shares outstanding	424,428	426,717
Diluted earnings per common share attributable to SLM Corporation	\$ 0.10	\$ 0.11
Average common and common equivalent shares outstanding	432,302	434,650

See accompanying notes to consolidated financial statements.

SLM CORPORATION
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In thousands)
(Unaudited)

	Three Months Ended	
	March 31,	
	2015	2014
Net income	\$ 47,699	\$ 47,014
Other comprehensive income (loss):		
Unrealized gains on investments	673	1,406
Unrealized losses on cash flow hedges	(15,689)	—
Total unrealized gains (losses)	(15,016)	1,406
Income tax (expense) benefit	5,825	(534)
Other comprehensive income (loss), net of tax benefit (expense)	(9,191)	872
Comprehensive income	38,508	47,886
Less: comprehensive loss attributable to noncontrolling interest	—	(434)
Total comprehensive income attributable to SLM Corporation	<u>\$ 38,508</u>	<u>\$ 48,320</u>

See accompanying notes to consolidated financial statements.

SLM CORPORATION
CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(In thousands, except share and per share amounts)
(Unaudited)

	Navient's Subsidiary Investment	Accumulated Other Comprehensive Income (Loss)	Total SLM Corporation Equity	Non- controlling interest	Total Equity
Balance at December 31, 2013	\$ 1,164,495	\$ (3,024)	\$ 1,161,471	\$ 4,672	\$ 1,166,143
Net income (loss)	47,448	—	47,448	(434)	47,014
Other comprehensive income, net of tax	—	872	872	—	872
Total comprehensive income (loss)	—	—	48,320	(434)	47,886
Net transfers from affiliate	17,244	—	17,244	—	17,244
Balance at March 31, 2014	<u>\$ 1,229,187</u>	<u>\$ (2,152)</u>	<u>\$ 1,227,035</u>	<u>\$ 4,238</u>	<u>\$ 1,231,273</u>

See accompanying notes to consolidated financial statements.

SLM CORPORATION
CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(In thousands, except share and per share amounts)
(Unaudited)

	<u>Common Stock Shares</u>				Preferred Stock	Common Stock	Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Treasury Stock	Total SLM Corporation Equity
	Preferred Stock Shares	Issued	Treasury	Outstanding							
Balance at December 31, 2014	7,300,000	424,804,125	(1,365,277)	423,438,848	\$ 565,000	\$ 84,961	\$ 1,090,511	\$ (11,393)	\$ 113,066	\$ (12,187)	\$ 1,829,958
Net income	—	—	—	—	—	—	—	—	47,699	—	47,699
Other comprehensive loss, net of tax	—	—	—	—	—	—	—	(9,191)	—	—	(9,191)
Total comprehensive income	—	—	—	—	—	—	—	—	—	—	38,508
Cash dividends:											
Preferred Stock, series A (\$.87 per share)	—	—	—	—	—	—	—	—	(2,875)	—	(2,875)
Preferred Stock, series B (\$.49 per share)	—	—	—	—	—	—	—	—	(1,948)	—	(1,948)
Dividend equivalent units related to employee stock-based compensation plans	—	—	—	—	—	—	1,118	—	(1,118)	—	—
Issuance of common shares	—	3,130,839	—	3,130,839	—	626	4,050	—	—	—	4,676
Tax benefit related to employee stock-based compensation	—	—	—	—	—	—	4,596	—	—	—	4,596
Stock-based compensation expense	—	—	—	—	—	—	6,140	—	—	—	6,140
Shares repurchased related to employee stock-based compensation plans	—	—	(1,389,096)	(1,389,096)	—	—	—	—	—	(13,142)	(13,142)
Balance at March 31, 2015	7,300,000	427,934,964	(2,754,373)	425,180,591	\$ 565,000	\$ 85,587	\$ 1,106,415	\$ (20,584)	\$ 154,824	\$ (25,329)	\$ 1,865,913

See accompanying notes to consolidated financial statements.

SLM CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)
(Unaudited)

	Three Months Ended	
	March, 31	
	2015	2014
Operating activities		
Net income	\$ 47,699	\$ 47,014
Adjustments to reconcile net income to net cash used in operating activities:		
Provision for loan losses	16,618	39,159
Tax provision	31,722	28,658
Amortization of brokered deposit placement fee	2,695	2,750
Amortization of deferred loan origination costs and fees, net	641	298
Net amortization of discount on investments	324	88
Depreciation of premises and equipment	1,659	1,182
Amortization and impairment of acquired intangibles	370	1,767
Stock-based compensation expense	6,140	7,248
Unrealized (gains)/losses on derivative and hedging activities, net	(2,417)	1,107
Gains on sale of loans, net	—	(33,888)
Changes in operating assets and liabilities:		
Net decrease in loans held for sale	55	5,426
Origination of loans held for sale	(55)	(5,426)
Increase in accrued interest receivable	(121,815)	(76,069)
Decrease (increase) in other interest-earning assets	14,900	(21,257)
Decrease in tax indemnification receivable	13,154	—
(Increase) decrease in other assets	(2,079)	3,999
Decrease in income tax payable, net	(23,049)	(122,829)
Increase in accrued interest payable	6,541	3,907
Decrease in payable due to entity that is a subsidiary of Navient	(1,655)	—
(Decrease) increase in other liabilities	(10,629)	(1,381)
Total adjustments	(66,880)	(165,261)
Total net cash used in operating activities	(19,181)	(118,247)
Investing activities		
Loans acquired and originated	(1,663,149)	(1,524,455)
Net proceeds from sales of loans held for investment	6,387	679,023
Proceeds from claim payments	46,442	27,303
Net decrease in loans held for investment	243,990	183,590
Purchases of available-for-sale securities	(8,178)	(25,190)
Proceeds from sales and maturities of available-for-sale securities	6,630	1,510
Total net cash used in investing activities	(1,367,878)	(658,219)
Financing activities		
Net decrease in certificates of deposit	(74,457)	(324,487)
Net (decrease) increase in other deposits	(22,415)	135,628
Net decrease in deposits with entity that is a subsidiary of Navient	—	(3,631)
Net capital contributions from entity that is a subsidiary of Navient	—	21,230
Excess tax benefit from the exercise of stock-based awards	4,596	—
Preferred stock dividends paid	(4,823)	—
Net cash provided by financing activities	(97,099)	(171,260)
Net decrease in cash and cash equivalents	(1,484,158)	(947,726)
Cash and cash equivalents at beginning of period	2,359,780	2,182,865
Cash and cash equivalents at end of period	\$ 875,622	\$ 1,235,139
Cash disbursements made for:		
Interest	\$ 25,368	\$ 16,180
Income taxes paid	\$ 17,811	\$ 99,267

See accompanying notes to consolidated financial statements.

SLM CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in thousands, unless otherwise noted)

1. Significant Accounting Policies

Basis of Presentation

The accompanying unaudited, consolidated financial statements of SLM Corporation (“we,” “us,” “our,” or the “Company”) have been prepared in accordance with generally accepted accounting principles in the United States of America (“GAAP”) for interim financial information. Accordingly, they do not include all of the information and footnotes required by GAAP for complete consolidated financial statements. The consolidated financial statements include the accounts of SLM Corporation and its majority-owned and controlled subsidiaries after eliminating the effects of intercompany accounts and transactions. In the opinion of management, all adjustments considered necessary for a fair statement of the results for the interim periods have been included. The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates. Operating results for the three months ended March 31, 2015 are not necessarily indicative of the results for the year ending December 31, 2015 or for any other period. These unaudited financial statements should be read in conjunction with the audited financial statements and related notes included in our Annual Report on Form 10-K for the year ended December 31, 2014 (the “2014 Form 10-K”).

On April 30, 2014, we completed our plan to legally separate into two distinct publicly traded entities - an education loan management, servicing and asset recovery business, Navient Corporation (“Navient”), and a consumer banking business, SLM Corporation. The separation of Navient from SLM Corporation (the “Spin-Off”) was preceded by an internal corporate reorganization, which was the first step to separate the education loan management, servicing and asset recovery business from the consumer banking business.

For periods before the Spin-Off, the financial statements are presented on a basis of accounting that reflects a change in reporting entity and have been adjusted for the effects of the Spin-Off. These carve-out financial statements and selected financial information represent only those operations, assets, liabilities and equity that form Sallie Mae on a stand-alone basis. Because the Spin-Off occurred on April 30, 2014, the balances as of and for the three months ending March 31, 2014 include the carved out financial results.

Consolidation

The consolidated financial statements include the accounts of the Company and its majority-owned and controlled subsidiaries after eliminating the effects of intercompany accounts and transactions.

Recently Issued Accounting Pronouncements

On February 18, 2015, the FASB issued Accounting Standards Update (“ASU”) No. 2015-02, “Consolidation (Topic 810): Amendments to the Consolidation Analysis,” which amends the current consolidation guidance. The amendments reduce the number of consolidation models through the elimination of the indefinite deferral of ASC 810 and place more emphasis on risk of loss when determining a controlling financial interest. The standard is effective for fiscal periods beginning after December 15, 2015. We do not expect this new guidance to have a material impact to our financial results.

SLM CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollars in thousands, unless otherwise noted)

2. Loans Held for Investment

Loans Held for Investment consist of Private Education Loans and FFELP Loans.

"Private Education Loans" are education loans to students or their families that are not issued, insured or guaranteed by any state or federal government. Our Private Education Loans are made largely to bridge the gap between the cost of higher education and the amount funded through financial aid, government loans or customers' resources. Private Education Loans bear the full credit risk of the borrower and any cosigners. We manage this risk through risk-performance underwriting strategies and the addition of qualified cosigners. Our Private Education Loans generally carry a variable interest rate indexed to LIBOR. As of March 31, 2015, 82 percent of all Private Education Loans were indexed to LIBOR. We provide incentives for customers to include a cosigner on our Private Education Loans, and the vast majority of Private Education Loans in our portfolio are cosigned. We also encourage our Private Education Loan customers to make payments while in school.

FFELP Loans are insured by the federal government as to their principal and accrued interest in the event of default subject to a risk sharing level based on the date of loan disbursement. These insurance obligations are supported by contractual rights against the United States. For loans disbursed on or after July 1, 2006, we receive 97 percent reimbursement on all qualifying claims. For loans disbursed after October 1, 1993, and before July 1, 2006, we receive 98 percent reimbursement on all qualifying claims. For loans disbursed prior to October 1, 1993, we receive 100 percent reimbursement on all qualifying claims.

Loans held for investment are summarized as follows:

	March 31, 2015	December 31, 2014
Private Education Loans	\$ 9,768,761	\$ 8,311,376
Deferred origination costs	17,627	13,845
Allowance for loan losses	(85,236)	(78,574)
Total Private Education Loans, net	9,701,152	8,246,647
FFELP Loans	1,208,977	1,264,807
Unamortized acquisition costs, net	3,454	3,600
Allowance for loan losses	(4,569)	(5,268)
Total FFELP Loans, net	1,207,862	1,263,139
Loans held for investment, net	<u>\$ 10,909,014</u>	<u>\$ 9,509,786</u>

The estimated weighted average life of education loans in our portfolio was approximately 6.4 years and 6.2 years at March 31, 2015 and December 31, 2014, respectively.

SLM CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollars in thousands, unless otherwise noted)

2. Loans Held for Investment (Continued)

The average balance and the respective weighted average interest rates are summarized as follows:

	Three Months Ended			
	March 31,			
	2015		2014	
	Average Balance	Weighted Average Interest Rate	Average Balance	Weighted Average Interest Rate
Private Education Loans	\$ 9,454,579	8.07%	\$ 7,419,714	8.14%
FFELP Loans	1,234,682	3.19	1,404,595	3.19
Total portfolio	\$ 10,689,261		\$ 8,824,309	

SLM CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollars in thousands, unless otherwise noted)

3. Allowance for Loan Losses

Our provision for loan losses represents the periodic expense of maintaining an allowance sufficient to absorb incurred probable losses in the held-for-investment loan portfolios. The evaluation of the allowance for loan losses is inherently subjective, as it requires material estimates that may be susceptible to significant changes. We believe the allowance for loan losses is appropriate to cover probable losses incurred in the loan portfolios.

Allowance for Loan Losses Metrics

	Allowance for Loan Losses		
	Three Months Ended March 31, 2015		
	FFELP Loans	Private Education Loans	Total
Allowance for Loan Losses			
Beginning balance	\$ 5,268	\$ 78,574	\$ 83,842
Total provision	435	16,183	16,618
Net charge-offs:			
Charge-offs	(1,134)	(8,727)	(9,861)
Recoveries	—	1,387	1,387
Net charge-offs	(1,134)	(7,340)	(8,474)
Loan sales ⁽¹⁾	—	(2,181)	(2,181)
Ending Balance	\$ 4,569	\$ 85,236	\$ 89,805
<i>Allowance:</i>			
Ending balance: individually evaluated for impairment	\$ —	\$ 20,105	\$ 20,105
Ending balance: collectively evaluated for impairment	\$ 4,569	\$ 65,131	\$ 69,700
<i>Loans:</i>			
Ending balance: individually evaluated for impairment	\$ —	\$ 122,120	\$ 122,120
Ending balance: collectively evaluated for impairment	\$ 1,208,977	\$ 9,646,641	\$ 10,855,618
Net charge-offs as a percentage of average loans in repayment (annualized) ⁽²⁾	0.50%	0.51%	
Allowance as a percentage of the ending total loan balance	0.38%	0.87%	
Allowance as a percentage of the ending loans in repayment ⁽²⁾	0.52%	1.42%	
Allowance coverage of net charge-offs (annualized)	1.01	2.90	
Ending total loans, gross	\$ 1,208,977	\$ 9,768,761	
Average loans in repayment ⁽²⁾	\$ 898,360	\$ 5,705,067	
Ending loans in repayment ⁽²⁾	\$ 872,579	\$ 5,995,121	

⁽¹⁾ Represents fair value write-downs on loans sold.

⁽²⁾ Loans in repayment includes in-school loans making interest only and fixed payments as well as loans that have entered full principal and interest repayment status after any applicable grace period.

SLM CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollars in thousands, unless otherwise noted)

3. Allowance for Loan Losses (Continued)

	Allowance for Loan Losses		
	Three Months Ended March 31, 2014		
	FFELP Loans	Private Education Loans	Total
Allowance for Loan Losses			
Beginning balance	\$ 6,318	\$ 61,763	\$ 68,081
Total provision	506	38,653	39,159
Charge-offs ⁽¹⁾	(643)	—	(643)
Loan sales ⁽²⁾	—	(28,963)	(28,963)
Ending Balance	\$ 6,181	\$ 71,453	\$ 77,634
<i>Allowance:</i>			
Ending balance: individually evaluated for impairment	\$ —	\$ —	\$ —
Ending balance: collectively evaluated for impairment	\$ 6,181	\$ 71,453	\$ 77,634
<i>Loans:</i>			
Ending balance: individually evaluated for impairment	\$ —	\$ —	\$ —
Ending balance: collectively evaluated for impairment	\$ 1,396,776	\$ 7,274,718	\$ 8,671,494
Charge-offs as a percentage of average loans in repayment (annualized) ⁽³⁾	0.25%	—%	
Allowance as a percentage of the ending total loan balance	0.44%	0.98%	
Allowance as a percentage of the ending loans in repayment ⁽³⁾	0.62%	1.67%	
Allowance coverage of charge-offs (annualized)	2.40	—	
Ending total loans, gross	\$ 1,396,776	\$ 7,274,718	
Average loans in repayment ⁽³⁾	\$ 1,023,329	\$ 4,329,157	
Ending loans in repayment ⁽³⁾	\$ 997,538	\$ 4,278,969	

⁽¹⁾ Prior to the Spin-Off, Private Education Loans were sold to an entity that is now a subsidiary of Navient prior to being charged-off.

⁽²⁾ Represents fair value write-downs on loans sold.

⁽³⁾ Loans in repayment includes in-school loans making interest only and fixed payments as well as loans that have entered full principal and interest repayment status after any applicable grace period.

SLM CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollars in thousands, unless otherwise noted)

3. Allowance for Loan Losses (Continued)

Troubled Debt Restructurings ("TDRs")

All of our loans are collectively assessed for impairment, except for loans classified as TDRs. Prior to the Spin-Off, we did not have TDR loans because the loans generally were sold to a now unrelated affiliate in the same month that the terms were restructured. Subsequent to May 1, 2014, we have individually assessed \$122.1 million of Private Education Loans as TDRs. When these TDR loans are determined to be impaired, we provide for an allowance for losses sufficient to cover life-of-loan expected losses through an impairment calculation based on the difference between the loan's basis and the present value of expected future cash flows discounted at the loan's original effective interest rate.

Within the Private Education Loan portfolio, loans greater than 90 days past due are considered to be nonperforming. FFELP Loans are at least 97 percent guaranteed as to their principal and accrued interest by the federal government in the event of default, and therefore, we do not deem FFELP Loans as nonperforming from a credit risk standpoint at any point in their life cycle prior to claim payment, and we continue to accrue interest on those loans through the date of claim.

At March 31, 2015 and December 31, 2014, all of our TDR loans had a related allowance recorded. The following table provides the recorded investment, unpaid principal balance and related allowance for our TDR loans.

	<u>Recorded Investment</u>	<u>Unpaid Principal Balance</u>	<u>Allowance</u>
<u>March 31, 2015</u>			
TDR Loans	\$ 123,702	\$ 122,120	\$ 20,105
<u>December 31, 2014</u>			
TDR Loans	\$ 60,278	\$ 59,402	\$ 9,815

The following table provides the average recorded investment and interest income recognized for our TDR loans.

	<u>Three Months Ended</u>	
	<u>March 31, 2015</u>	
	<u>Average Recorded Investment</u>	<u>Interest Income Recognized</u>
TDR Loans	\$ 88,120	\$ 2,396

SLM CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollars in thousands, unless otherwise noted)

3. Allowance for Loan Losses (Continued)

The following table provides information regarding the loan status of TDR loans and the aging of TDR loans that are past due.

	March 31, 2015		December 31, 2014	
	Balance	%	Balance	%
TDR loans in in-school/grace/deferment ⁽¹⁾	\$ 1,481		\$ 2,915	
TDR loans in forbearance ⁽²⁾	40,128		18,620	
TDR loans in repayment and percentage of each status:				
Loans current	73,944	91.8%	34,554	91.2%
Loans delinquent 31-60 days ⁽³⁾	3,921	4.9	1,953	5.2
Loans delinquent 61-90 days ⁽³⁾	1,873	2.3	983	2.6
Loans delinquent greater than 90 days ⁽³⁾	773	1.0	377	1.0
Total TDR loans in repayment	80,511	100.0%	37,867	100.0%
Total TDR loans, gross	\$ 122,120		\$ 59,402	

⁽¹⁾ Deferment includes customers who have returned to school or are engaged in other permitted educational activities and are not yet required to make payments on the loans (e.g., residency periods for medical students or a grace period for bar exam preparation).

⁽²⁾ Loans for customers who have requested extension of grace period generally during employment transition or who have temporarily ceased making full payments due to hardship or other factors, consistent with established loan program servicing policies and procedures.

⁽³⁾ The period of delinquency is based on the number of days scheduled payments are contractually past due.

The following table provides the amount of modified loans that resulted in a TDR in the periods presented. Additionally, the table summarizes charge-offs occurring in the TDR portfolio, as well as TDRs for which a payment default occurred in the current period and within 12 months of the loan first being designated as a TDR. We define payment default as 60 day past due for this disclosure. The majority of our loans that are considered TDRs involve a temporary forbearance of payments and do not change the contractual interest rate of the loan.

	Three Months Ended March 31, 2015		
	Modified Loans	Charge-offs	Payment- Default
TDR Loans	\$ 122,120	\$ 930	\$ 4,785

SLM CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollars in thousands, unless otherwise noted)

3. Allowance for Loan Losses (Continued)

Key Credit Quality Indicators

For Private Education Loans, the key credit quality indicators are FICO scores, the existence of a cosigner, the loan status and loan seasoning. The FICO scores are assessed at origination and maintained through the loan's term. The following table highlights the gross principal balance of our Private Education Loan portfolio stratified by key credit quality indicators.

Credit Quality Indicators:	Private Education Loans Credit Quality Indicators			
	March 31, 2015		December 31, 2014	
	Balance⁽¹⁾	% of Balance	Balance⁽¹⁾	% of Balance
Cosigners:				
With cosigner	\$ 8,804,812	90%	\$ 7,465,339	90%
Without cosigner	963,949	10	846,037	10
Total	\$ 9,768,761	100%	\$ 8,311,376	100%
FICO at Origination:				
Less than 670	\$ 638,195	6%	\$ 558,801	7%
670-699	1,431,436	15	1,227,860	15
700-749	3,103,824	32	2,626,238	32
Greater than or equal to 750	4,595,306	47	3,898,477	46
Total	\$ 9,768,761	100%	\$ 8,311,376	100%
Seasoning⁽²⁾:				
1-12 payments	\$ 3,031,655	31%	\$ 2,373,117	29%
13-24 payments	1,650,103	17	1,532,042	18
25-36 payments	812,674	8	755,143	9
37-48 payments	412,865	4	411,493	5
More than 48 payments	257,986	3	212,438	3
Not yet in repayment	3,603,478	37	3,027,143	36
Total	\$ 9,768,761	100%	\$ 8,311,376	100%

⁽¹⁾ Balance represents gross Private Education Loans.

⁽²⁾ Number of months in active repayment for which a scheduled payment was due.

FFELP Loans are at least 97 percent insured and guaranteed as to their principal and accrued interest in the event of default; therefore, there are no key credit quality indicators associated with FFELP Loans. Included within our FFELP portfolio as of March 31, 2015 are \$741 million of FFELP rehabilitation loans. These loans have previously defaulted but have subsequently been brought current according to a loan rehabilitation agreement. The credit performance on rehabilitation loans is worse than the remainder of our FFELP portfolio. At March 31, 2015 and December 31, 2014, 61.3 percent and 62.1 percent, respectively, of our FFELP portfolio consisted of rehabilitation loans.

SLM CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollars in thousands, unless otherwise noted)

3. Allowance for Loan Losses (Continued)

The following tables provide information regarding the loan status of our Private Education Loans and the aging of our past due Private Education Loans. Loans in repayment includes in-school loans making interest only and fixed payments as well as loans that have entered full principal and interest repayment status after any applicable grace period.

	Private Education Loans			
	March 31,		December 31,	
	2015		2014	
	Balance	%	Balance	%
Loans in-school/grace/deferment ⁽¹⁾	\$ 3,603,478		\$ 3,027,143	
Loans in forbearance ⁽²⁾	170,162		135,018	
Loans in repayment and percentage of each status:				
Loans current	5,896,132	98.4%	5,045,600	98.0%
Loans delinquent 31-60 days ⁽³⁾	54,883	0.9	63,873	1.2
Loans delinquent 61-90 days ⁽³⁾	31,202	0.5	29,041	0.6
Loans delinquent greater than 90 days ⁽³⁾	12,904	0.2	10,701	0.2
Total loans in repayment	5,995,121	100.0%	5,149,215	100.0%
Total loans, gross	9,768,761		8,311,376	
Deferred origination costs	17,627		13,845	
Total loans	9,786,388		8,325,221	
Allowance for loan losses	(85,236)		(78,574)	
Total loans, net	\$ 9,701,152		\$ 8,246,647	
Percentage of loans in repayment		61.4%		62.0%
Delinquencies as a percentage of loans in repayment		1.7%		2.0%
Loans in forbearance as a percentage of loans in repayment and forbearance		2.8%		2.6%

⁽¹⁾ Deferment includes customers who have returned to school or are engaged in other permitted educational activities and are not yet required to make payments on the loans (e.g., residency periods for medical students or a grace period for bar exam preparation).

⁽²⁾ Loans for customers who have requested extension of grace period generally during employment transition or who have temporarily ceased making full payments due to hardship or other factors, consistent with established loan program servicing policies and procedures.

⁽³⁾ The period of delinquency is based on the number of days scheduled payments are contractually past due.

SLM CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollars in thousands, unless otherwise noted)

3. Allowance for Loan Losses (Continued)

Accrued Interest Receivable

The following table provides information regarding accrued interest receivable on our Private Education Loans. The table also discloses the amount of accrued interest on loans greater than 90 days past due as compared to our allowance for uncollectible interest. The allowance for uncollectible interest exceeds the amount of accrued interest on our 90 days past due portfolio for all periods presented.

	Private Education Loan		
	Accrued Interest Receivable		
	Total Interest Receivable	Greater than 90 days Past Due	Allowance for Uncollectible Interest
March 31, 2015	\$ 512,501	\$ 473	\$ 2,634
December 31, 2014	\$ 445,710	\$ 443	\$ 3,517

SLM CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollars in thousands, unless otherwise noted)

4. Deposits

The following table summarizes total deposits at March 31, 2015 and December 31, 2014.

	March 31, 2015	December 31, 2014
Deposits - interest bearing	\$ 10,466,838	\$ 10,539,953
Deposits - non-interest bearing	915	602
Total deposits	\$ 10,467,753	\$ 10,540,555

Interest Bearing

Interest bearing deposits as of March 31, 2015 and December 31, 2014 consisted of non-maturity savings and money market deposits, brokered and retail certificates of deposit, and brokered money market deposits. These deposit products are serviced by third party providers. Placement fees associated with the brokered certificates of deposit are amortized into interest expense using the effective interest rate method. We recognized placement fee expense of \$2,695 and \$2,750 for the three months ended March 31, 2015 and 2014, respectively. No fees were paid to third party brokers related to these certificates of deposit during the three months ended March 31, 2015 and 2014, respectively.

Interest bearing deposits at March 31, 2015 and December 31, 2014 are summarized as follows:

	March 31, 2015		December 31, 2014	
	Amount	Qtr.-End Weighted Average Stated Rate	Amount	Year-End Weighted Average Stated Rate
Money market	\$ 4,512,730	1.14%	\$ 4,527,448	1.15%
Savings	695,675	0.81	703,687	0.81
Certificates of deposit	5,258,433	1.02	5,308,818	1.00
Deposits - interest bearing	<u>\$ 10,466,838</u>		<u>\$ 10,539,953</u>	

As of March 31, 2015 and December 31, 2014, there were \$224,182 and \$253,953, respectively, of deposits exceeding Federal Deposit Insurance Corporation ("FDIC") insurance limits. Accrued interest on deposits was \$22,624 and \$16,082 at March 31, 2015 and December 31, 2014, respectively.

Non Interest Bearing

Non interest bearing deposits were \$915 and \$602 as of March 31, 2015 and December 31, 2014, respectively. For both periods these were comprised of money market accounts related to our Employee Stock Purchase Plan account.

SLM CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollars in thousands, unless otherwise noted)

5. Borrowed Funds

We maintain discretionary uncommitted Federal Funds lines of credit with various correspondent banks, which totaled \$100,000 at March 31, 2015. The interest rate we are charged on these lines of credit is priced at Fed Funds plus a spread at the time of borrowing, and is payable daily. We did not utilize these lines of credit in the three months ended March 31, 2015 and 2014.

We established an account at the Federal Reserve Bank ("FRB") to meet eligibility requirements for access to the Primary Credit borrowing facility at the FRB's Discount Window ("Window"). The Primary Credit borrowing facility is a lending program available to depository institutions that are in generally sound financial condition. All borrowings at the Window must be fully collateralized. We can pledge asset-backed and mortgage-backed securities, as well as FFELP Loans and Private Education Loans, to the FRB as collateral for borrowings at the Window. Generally, collateral value is assigned based on the estimated fair value of the pledged assets. At March 31, 2015 and December 31, 2014, the value of our pledged collateral at the FRB totaled \$1,361,879 and \$1,398,286, respectively. The interest rate charged to us is the discount rate set by the FRB. We did not utilize this facility in the three months ended March 31, 2015 and 2014.

6. Derivative Financial Instruments

We maintain an overall interest rate risk management strategy that incorporates the use of derivative instruments to minimize the economic effect of interest rate changes. Our goal is to manage interest rate sensitivity by modifying the repricing frequency and underlying index characteristics of certain balance sheet assets and liabilities so the net interest margin is not, on a material basis, adversely affected by movements in interest rates. We do not use derivative instruments to hedge credit risk associated with debt we issued. As a result of interest rate fluctuations, hedged assets and liabilities will appreciate or depreciate in market value. Income or loss on the derivative instruments that are linked to the hedged assets and liabilities will generally offset the effect of this unrealized appreciation or depreciation for the period the item is being hedged. We view this strategy as a prudent management of interest rate sensitivity. Please refer to "Note 11 - Derivative Financial Instruments" in our 2014 Form 10-K for a full discussion of our risk management strategy.

Although we use derivatives to offset (or minimize) the risk of interest rate changes, the use of derivatives does expose us to both market and credit risk. Market risk is the chance of financial loss resulting from changes in interest rates, foreign exchange rates and market liquidity. Credit risk is the risk that a counterparty will not perform its obligations under a contract and it is limited to the loss of the fair value gain in a derivative that the counterparty owes us. When the fair value of a derivative contract is negative, we owe the counterparty and, therefore, have no credit risk exposure to the counterparty; however, the counterparty has exposure to us. We minimize the credit risk in derivative instruments by entering into transactions with highly rated counterparties that are reviewed regularly by our Credit Department. We also maintain a policy of requiring that all derivative contracts be governed by an International Swaps and Derivative Association Master Agreement. Depending on the nature of the derivative transaction, bilateral collateral arrangements generally are required as well. When we have more than one outstanding derivative transaction with the counterparty, and there exists legally enforceable netting provisions with the counterparty (i.e., a legal right to offset receivable and payable derivative contracts), the "net" mark-to-market exposure, less collateral the counterparty has posted to us, represents exposure with the counterparty. When there is a net negative exposure, we consider our exposure to the counterparty to be zero. At March 31, 2015 and December 31, 2014, we had a net positive exposure (derivative gain positions to us less collateral which has been posted by counterparties to us) related to derivatives of \$60,826 and \$60,784, respectively.

SLM CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollars in thousands, unless otherwise noted)

6. Derivative Financial Instruments (Continued)

Summary of Derivative Financial Statement Impact

The following tables summarize the fair values and notional amounts of all derivative instruments at March 31, 2015 and December 31, 2014, and their impact on earnings and other comprehensive income for the three months ended March 31, 2015 and 2014.

Impact of Derivatives on the Consolidated Balance Sheet

Fair Values ⁽¹⁾	Hedged Risk Exposure	Cash Flow Hedges		Fair Value Hedges		Trading		Total	
		March 31, 2015	December 31, 2014	March 31, 2015	December 31, 2014	March 31, 2015	December 31, 2014	March 31, 2015	December 31, 2014
		<i>Derivative Assets:(2)</i>							
Interest rate swaps	Interest rate	\$ —	\$ —	\$ 24,377	\$ 5,012	\$ 1,033	\$ 226	\$ 25,410	\$ 5,238
<i>Derivative Liabilities:(2)</i>									
Interest rate swaps	Interest rate	(37,295)	(21,435)	(738)	(5,883)	(30)	(1,370)	(38,063)	(28,688)
Total net derivatives		<u>\$ (37,295)</u>	<u>\$ (21,435)</u>	<u>\$ 23,639</u>	<u>\$ (871)</u>	<u>\$ 1,003</u>	<u>\$ (1,144)</u>	<u>\$ (12,653)</u>	<u>\$ (23,450)</u>

(1) Fair values reported are exclusive of collateral held and pledged and accrued interest. Assets and liabilities are presented without consideration of master netting agreements. Derivatives are carried on the balance sheet based on net position by counterparty under master netting agreements, and classified in other assets or other liabilities depending on whether in a net positive or negative position.

(2) The following table reconciles gross positions with the impact of master netting agreements to the balance sheet classification:

	Other Assets		Other Liabilities	
	March 31, 2015	December 31, 2014	March 31, 2015	December 31, 2014
Gross position	\$ 25,410	\$ 5,238	\$ (38,063)	\$ (28,688)
Impact of master netting agreement	(11,003)	(4,045)	11,003	4,045
Derivative values with impact of master netting agreements (as carried on balance sheet)	14,407	1,193	(27,060)	(24,643)
Cash collateral (held) pledged ⁽¹⁾	(3,283)	(900)	58,625	72,478
Net position	<u>\$ 11,124</u>	<u>\$ 293</u>	<u>\$ 31,565</u>	<u>\$ 47,835</u>

(1) Cash collateral amount calculations include outstanding accrued interest payable/receivable.

SLM CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollars in thousands, unless otherwise noted)

6. Derivative Financial Instruments (Continued)

	Cash Flow		Fair Value		Trading		Total	
	December	December	December	December	December	December	December	
	March 31, 2015	March 31, 2014	March 31, 2015	March 31, 2014	March 31, 2015	March 31, 2014	March 31, 2015	March 31, 2014
Notional Values								
Interest rate swaps	\$ 1,110,072	\$ 1,106,920	\$ 2,992,821	\$ 3,044,492	\$ 973,539	\$ 973,539	\$ 5,076,432	\$ 5,124,951

Impact of Derivatives on the Consolidated Statements of Income

	Three Months Ended	
	March 31, 2015	March 31, 2014
Fair Value Hedges		
Interest rate swaps:		
Hedge ineffectiveness gains (losses) recorded in earnings	\$ 427	\$ (122)
Realized gains recorded in interest expense	7,491	5,672
Total	\$ 7,918	\$ 5,550
Cash Flow Hedges		
Interest rate swaps:		
Hedge ineffectiveness losses recorded in earnings	(304)	—
Realized losses recorded in interest expense	(5,353)	—
Total	\$ (5,657)	\$ —
Trading		
Interest rate swaps:		
Interest reclassification	\$ 1,023	\$ 459
Change in fair value of future interest payments recorded in earnings	2,146	(1,101)
Total⁽¹⁾	3,169	(642)
Total	\$ 5,430	\$ 4,908

(1) Amounts included in "gains (losses) on derivatives and hedging activities, net. in the consolidated statements of income".

SLM CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollars in thousands, unless otherwise noted)

6. Derivative Financial Instruments (Continued)

Impact of Derivatives on the Statements of Changes in Stockholders' Equity

	Three Months Ended	
	March 31,	
	2015	2014
Amount of loss recognized in other comprehensive income	\$ (21,042)	\$ —
Amount of loss reclassified in interest expense ⁽¹⁾	(5,353)	—
Total change in other comprehensive income for unrealized losses on derivatives	\$ (15,689)	\$ —

⁽¹⁾ Amounts included in "realized gains (losses) recorded in interest expense" in the "Impact of Derivatives on the Consolidated Statements of Income" table.

Cash Collateral

Cash collateral held related to derivative exposure between us and our derivatives counterparties was \$3,283 and \$900 at March 31, 2015 and December 31, 2014, respectively. Collateral held is recorded in "Other Liabilities." Cash collateral pledged related to derivative exposure between us and our derivatives counterparties was \$58,625 and \$72,478 at March 31, 2015 and December 31, 2014, respectively.

SLM CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollars in thousands, unless otherwise noted)

7. Stockholders' Equity

The following table summarizes our common share repurchases and issuances.

(Shares and per share amounts in actuals)	Three Months Ended March 31,	
	2015	2014
Shares repurchased related to employee stock-based compensation plans ⁽¹⁾	1,389,096	2,115,470
Average purchase price per share	\$ 9.46	\$ 23.56
Common shares issued ⁽²⁾	3,130,839	4,238,182

⁽¹⁾ Comprises shares withheld from stock option exercises and vesting of restricted stock for employees' tax withholding obligations and shares tendered by employees to satisfy option exercise costs.

⁽²⁾ Common shares issued under our various compensation and benefit plans.

The closing price of our common stock on March 31, 2015 was \$9.28.

Investment with entities that are now subsidiaries of Navient

Prior to the Spin-Off, there were transactions between us and affiliates of pre-Spin-Off SLM that are now subsidiaries of Navient. As part of the carve-out, expenses of those transactions were included in our results even though the actual payments for the expenses were paid by the aforementioned affiliates. As such, amounts equal to these payments have been treated as equity contributions in the table below. Certain payments made by us to these affiliates prior to the Spin-Off transaction were treated as dividends.

Net transfers (to)/from the entity that is now a subsidiary of Navient are included within Navient's subsidiary investment on the consolidated statements of changes in equity. There were no transfers (to)/from the entity that is now a subsidiary of Navient during the three months ended March 31, 2015. The components of the net transfers (to)/from the entity that is now a subsidiary of Navient for the three months ended March 31, 2014 are summarized below:

	Three Months Ended March 31, 2014
Capital contributions:	
Loan origination activities	\$ 25,268
Loan sales	45
Corporate overhead activities	17,755
Other	432
Total capital contributions	43,500
Corporate push-down	5,738
Net change in income tax accounts	15,659
Net change in receivable/payable	(47,622)
Other	(31)
Total net transfers from the entity that is now a subsidiary of Navient	<u>\$ 17,244</u>

SLM CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollars in thousands, unless otherwise noted)

7. Stockholders' Equity (Continued)

Capital Contributions

During the first four months of 2014, pre-Spin-Off SLM contributed capital to the Bank by funding loan origination activities, purchases of loans in excess of the loans' fair values, providing corporate overhead functions and other activities.

Capital contributed for loan origination activities reflects the fact that loan origination functions were conducted by a subsidiary of pre-Spin-Off SLM (now a subsidiary of Navient). The Bank did not pay for the costs incurred by pre-Spin-Off SLM in connection with these functions. The costs eligible to be capitalized are recorded on the respective balance sheets and the costs not eligible for capitalization have been recognized as expenses in the respective statements of income.

Certain general corporate overhead expenses of the Bank were incurred and paid for by pre-Spin-Off SLM.

Corporate Push-Down

The consolidated balance sheet of the Company includes certain assets and liabilities that historically were held at pre-Spin-Off SLM but which are specifically identifiable or otherwise allocable to the Company. The cash and cash equivalents held by pre-Spin-Off SLM at the corporate level were not allocated to the Bank for any of the periods presented.

Receivable/Payable with Affiliate

All significant intercompany payable/receivable balances between the Bank and pre-Spin-Off SLM are considered to be effectively settled for cash in the combined financial statements at the time the transaction is recorded.

SLM CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollars in thousands, unless otherwise noted)

8. Earnings per Common Share

Basic earnings per common share ("EPS") are calculated using the weighted average number of shares of common stock outstanding during each period. The determination of the weighted-average shares and diluted potential common shares for the March 31, 2014 period is based on the activity at pre-Spin-Off SLM. A reconciliation of the numerators and denominators of the basic and diluted EPS calculations follows.

(In thousands, except per share data)	Three Months Ended	
	March 31,	
	2015	2014
Numerator:		
Net income attributable to SLM Corporation	\$ 47,699	\$ 47,448
Preferred stock dividends	4,823	—
Net income attributable to SLM Corporation common stock	<u>\$ 42,876</u>	<u>\$ 47,448</u>
Denominator:		
Weighted average shares used to compute basic EPS	424,428	426,717
Effect of dilutive securities:		
Dilutive effect of stock options, restricted stock and restricted stock units and Employee Stock Purchase Plan ("ESPP") ⁽¹⁾⁽²⁾	7,874	7,933
Weighted average shares used to compute diluted EPS	<u>432,302</u>	<u>434,650</u>
Basic earnings per common share attributable to SLM Corporation	<u>\$ 0.10</u>	<u>\$ 0.11</u>
Diluted earnings per common share attributable to SLM Corporation	<u>\$ 0.10</u>	<u>\$ 0.11</u>

(1) Includes the potential dilutive effect of additional common shares that are issuable upon exercise of outstanding stock options, restricted stock, restricted stock units, and the outstanding commitment to issue shares under the ESPP, determined by the treasury stock method.

(2) For the three months ended March 31, 2015 and 2014, securities covering approximately 2 million and 3 million shares, respectively, were outstanding but not included in the computation of diluted earnings per share because they were anti-dilutive.

SLM CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollars in thousands, unless otherwise noted)

9. Fair Value Measurements

We use estimates of fair value in applying various accounting standards for our financial statements.

We categorize our fair value estimates based on a hierarchical framework associated with three levels of price transparency utilized in measuring financial instruments at fair value. For additional information regarding our policies for determining fair value and the hierarchical framework, see Note 2, "Significant Accounting Policies - Fair Value Measurement" in our 2014 Form 10-K for a full discussion.

During the three months ended March 31, 2015, there were no significant transfers of financial instruments between levels or changes in our methodology or assumptions used to value our financial instruments.

The following table summarizes the valuation of our financial instruments that are marked-to-fair value on a recurring basis.

	Fair Value Measurements on a Recurring Basis							
	March 31, 2015				December 31, 2014			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Assets								
Mortgage-backed securities	\$ —	\$ 170,831	\$ —	\$ 170,831	\$ —	\$ 168,934	\$ —	\$ 168,934
Derivative instruments	—	25,410	—	25,410	—	5,238	—	5,238
Total	\$ —	\$ 196,241	\$ —	\$ 196,241	\$ —	\$ 174,172	\$ —	\$ 174,172
Liabilities								
Derivative instruments	—	(38,063)	—	(38,063)	\$ —	\$ (28,688)	\$ —	\$ (28,688)
Total	\$ —	\$ (38,063)	\$ —	\$ (38,063)	\$ —	\$ (28,688)	\$ —	\$ (28,688)

SLM CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollars in thousands, unless otherwise noted)

9. Fair Value Measurements (Continued)

The following table summarizes the fair values of our financial assets and liabilities, including derivative financial instruments.

	March 31, 2015			December 31, 2014		
	Fair Value	Carrying Value	Difference	Fair Value	Carrying Value	Difference
Earning assets						
Loans held for investment, net	\$ 11,878,508	\$ 10,909,014	\$ 969,494	\$ 10,228,399	\$ 9,509,786	\$ 718,613
Cash and cash equivalents	875,622	875,622	—	2,359,780	2,359,780	—
Available for sale investments	170,831	170,831	—	168,934	168,934	—
Accrued interest receivable	541,355	541,355	—	469,697	469,697	—
Tax indemnification receivable	227,157	227,157	—	240,311	240,311	—
Derivative instruments	25,410	25,410	—	5,238	5,238	—
Total earning assets	\$ 13,718,883	\$ 12,749,389	\$ 969,494	\$ 13,472,359	\$ 12,753,746	\$ 718,613
Interest-bearing liabilities						
Money-market, savings and NOW accounts	\$ 5,209,320	\$ 5,209,320	\$ —	\$ 5,231,736	\$ 5,231,736	\$ —
Certificates of deposit	5,274,481	5,258,433	(16,048)	5,313,645	5,308,818	(4,827)
Accrued interest payable	22,624	22,624	—	16,082	16,082	—
Derivative instruments	38,063	38,063	—	28,688	28,688	—
Total interest-bearing liabilities	\$ 10,544,488	\$ 10,528,440	\$ (16,048)	\$ 10,590,151	\$ 10,585,324	\$ (4,827)
Excess of net asset fair value over carrying value						
			\$ 953,446			\$ 713,786

Please refer to “Note 15 - Fair Value Measurements” in our 2014 Form 10-K for a full discussion of the methods and assumptions used to estimate the fair value of each class of financial instruments.

SLM CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollars in thousands, unless otherwise noted)

10. Arrangements with Navient Corporation

In connection with the Spin-Off, we entered into a separation and distribution agreement and other ancillary agreements with Navient. Please refer to “Note 16 - Arrangements with Navient Corporation” in our 2014 Form 10-K for a full discussion of these agreements.

Amended Loan Participation and Purchase Agreement

Prior to the Spin-Off, the Bank sold substantially all of its Private Education Loans to several former affiliates, now subsidiaries of Navient (collectively, the “Purchasers”), pursuant to a Loan Participation and Purchase Agreement. This agreement predated the Spin-Off, but was significantly amended and reduced in scope in connection with the Spin-Off. Post-Spin-Off, the Bank retains only the right to require the Purchasers to purchase loans (at fair value) for which the borrower also has a separate lending relationship with Navient (“Split Loans”) when the Split Loans either (1) are more than 90 days past due; (2) have been restructured; (3) have been granted a hardship forbearance or more than 6 months of administrative forbearance; or (4) have a borrower or cosigner who has filed for bankruptcy. At March 31, 2015, we held approximately \$108 million of Split Loans.

During the three months ended March 31, 2015, the Bank sold loans to the Purchasers in the amount of \$8,714 in principal and \$168 in accrued interest income. During the three months ended March 31, 2014, the Bank sold loans to the Purchasers in the amount of \$671,819 in principal and \$24,027 in accrued interest income.

There was no gain as a result of the loans sold in the three months ended March 31, 2015. The gain resulting from loans sold was \$33,888 in the three months ended March 31, 2014. Total write-downs to fair value for loans sold with a fair value lower than par totaled \$2,181 and \$28,963 in the three months ended March 31, 2015 and 2014, respectively. Navient is the servicer for all of these loans.

11. Regulatory Capital

The Bank is subject to various regulatory capital requirements administered by federal banking authorities. Failure to meet minimum capital requirements can initiate certain mandatory and possibly additional discretionary actions by regulators that, if undertaken, could have a direct material adverse effect on our financial condition. Under the regulatory framework for prompt corrective action, we must meet specific capital guidelines that involve quantitative measures of our assets, and certain off-balance sheet items as calculated under regulatory accounting practices. The Bank’s capital amounts and classification are also subject to qualitative judgments by the regulators about components, risk-weightings and other factors.

As of the first quarter 2015, the Bank was required by federal banking authorities to report regulatory capital and ratios based on the U.S. Basel III rule. U.S. Basel III implemented changes to capital, risk weighted assets, and “well capitalized” definitions and added a reporting requirement of Common Equity Tier I Capital (to risk-weighted assets). Regulatory capital reported as of December 31, 2014 was calculated according to regulatory guidelines in effect at that date.

“Well capitalized” regulatory requirements are the quantitative measures established by regulation to ensure capital adequacy. The Bank is required to maintain minimum amounts and ratios (set forth in the table below) of Total and Tier I Capital to risk-weighted assets, Common Equity Tier I capital to risk-weighted assets and of Tier I Capital to average assets, as defined by the regulation. The following amounts and ratios are based upon the Bank's assets.

SLM CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollars in thousands, unless otherwise noted)

11. Regulatory Capital (Continued)

			Well Capitalized Regulatory Requirements	
	Amount	Ratio	Amount	Ratio
As of March 31, 2015:				
Tier I Capital (to Average Assets)	\$ 1,482,856	11.5%	\$ 642,524	≥ 5.0%
Tier I Capital (to Risk Weighted Assets)	\$ 1,482,856	13.6%	\$ 873,897	≥ 8.0%
Total Capital (to Risk Weighted Assets)	\$ 1,572,661	14.4%	\$ 1,092,371	≥ 10.0%
Common Equity Tier I Capital (to Risk Weighted Assets)	\$ 1,482,856	13.6%	\$ 710,041	≥ 6.5%
As of December 31, 2014:				
Tier I Capital (to Average Assets)	\$ 1,413,988	11.5%	\$ 614,709	≥ 5.0%
Tier I Capital (to Risk Weighted Assets)	\$ 1,413,988	15.0%	\$ 565,148	≥ 6.0%
Total Capital (to Risk Weighted Assets)	\$ 1,497,830	15.9%	\$ 941,913	≥ 10.0%

Bank Dividends

The Bank is chartered under the laws of the State of Utah and its deposits are insured by the Federal Deposit Insurance Corporation (“FDIC”). The Bank’s ability to pay dividends is subject to the laws of Utah and the regulations of the FDIC. Generally, under Utah’s industrial bank laws and regulations as well as FDIC regulations, the Bank may pay dividends from its net profits without regulatory approval if, following the payment of the dividend, the Bank’s capital and surplus would not be impaired. The Bank paid no dividends for the three months ended March 31, 2015 and 2014, respectively. For the foreseeable future, we expect the Bank to only pay dividends to the Company as may be necessary to provide for regularly scheduled dividends payable on the Company’s Series A and Series B Preferred Stock.

SLM CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollars in thousands, unless otherwise noted)

12. Commitments, Contingencies and Guarantees

Regulatory Matters

At the time of this filing, the Bank remains subject to the 2014 FDIC Order. Specifically, on May 13, 2014, the Bank reached settlements with the FDIC and the DOJ regarding disclosures and assessments of certain late fees, as well as compliance with the Servicemembers' Civil Relief Act ("SCRA"). The Department of Justice ("DOJ") Order was approved by the U.S. District Court for the District of Delaware on September 29, 2014. Under the FDIC's 2014 Order, the Bank agreed to pay \$3.3 million in fines and oversee the refund of up to \$30 million in late fees assessed on loans owned or originated by the Bank since its inception in November 2005.

Under the terms of the Separation and Distribution Agreement between the Company and Navient, Navient is responsible for funding all liabilities under the regulatory orders, other than fines directly levied against the Bank in connection with these matters. Under the DOJ Order, Navient is solely responsible for reimbursing SCRA benefits and related compensation on behalf of both its subsidiary, Navient Solutions, Inc., and the Bank.

In May 2014, the Bank received a Civil Investigative Demand from the Consumer Financial Protection Bureau ("CFPB") in the Bank's capacity as a former affiliate of Navient as part of the CFPB's separate investigation relating to fees and policies of pre-Spin-Off SLM during the period prior to the Spin-Off of Navient. We are cooperating fully with the CFPB, but are not in a position at this time to predict the duration or outcome of the investigation. Given the timeframe covered by this demand, Navient would be responsible for all costs, expenses, losses or remediation likely to arise from this investigation.

Contingencies

In the ordinary course of business, we and our subsidiaries are routinely defendants in or parties to pending and threatened legal actions and proceedings, including actions brought on behalf of various classes of claimants. These actions and proceedings may be based on alleged violations of consumer protection, securities, employment and other laws. In certain of these actions and proceedings, claims for substantial monetary damage may be asserted against us and our subsidiaries.

We and our subsidiaries and affiliates are subject to various claims, lawsuits and other actions that arise in the ordinary course of business. In addition, it is common for the Company, our subsidiaries and affiliates to receive information and document requests and investigative demands from state attorneys general, legislative committees, and administrative agencies. These requests may be for informational or regulatory purposes and may relate to our business practices, the industries in which we operate, or other companies with whom we conduct business. Our practice has been and continues to be to cooperate with these bodies and be responsive to any such requests.

In view of the inherent difficulty of predicting the outcome of litigation, regulatory and investigative actions, we cannot predict what the eventual outcome of the pending matters will be, what the timing or the ultimate resolution of these matters will be, or what the eventual loss, fines or penalties, if any, related to each pending matter may be.

We are required to establish reserves for litigation and regulatory matters where those matters present loss contingencies that are both probable and estimable. When loss contingencies are not both probable and estimable, we do not establish reserves.

Based on current knowledge, management does not believe there are loss contingencies, if any, arising from pending investigations, litigation or regulatory matters that could have a material adverse effect on our consolidated financial position, liquidity, results of operations or cash flows.

SLM CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollars in thousands, unless otherwise noted)

13. Subsequent Event

On April 17, 2015, we announced plans to sell approximately \$753 million of Private Education Loans through a securitization transaction to qualified institutional buyers. The transaction will remove the principal balance of the loans backing the securitization trust from our balance sheet on the settlement date. We will continue to service the loans in the trust. We expect to record a pre-tax gain on the sale of approximately \$78 million, net of estimated closing adjustments and transaction costs, a 10.5 percent premium over the loans' book value. The transaction is expected to settle on or about April 23, 2015, and will be reflected in our second quarter 2015 results.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following information is current as of April 22, 2015 (unless otherwise noted) and should be read in connection with SLM Corporation's Annual Report on Form 10-K for the year ended December 31, 2014 (the "2014 Form 10-K"), and subsequent reports filed with the Securities and Exchange Commission (the "SEC"). Definitions for capitalized terms in this report not defined herein can be found in the 2014 Form 10-K (filed with the SEC on February 26, 2015).

References in this Form 10-Q to "we," "us," "our" "Sallie Mae" and the "Company," refer to SLM Corporation and its subsidiaries, except as otherwise indicated or unless the context otherwise requires.

On April 30, 2014, we completed our plan to legally separate into two distinct publicly-traded entities - an education loan management, servicing and asset recovery business, Navient Corporation ("Navient"), and a consumer banking business, SLM Corporation. The separation of Navient from SLM Corporation (the "Spin-Off") was preceded by an internal corporate reorganization, which was the first step to separate the education loan management, servicing and asset recovery business from the consumer banking business. For a more detailed discussion of the Spin-Off, please see our 2014 Form 10-K.

This report contains forward-looking statements and information based on management's current expectations as of the date of this report. Statements that are not historical facts, including statements about the Company's beliefs or expectations and statements that assume or are dependent upon future events, are forward-looking statements. Forward-looking statements are subject to risks, uncertainties, assumptions and other factors that may cause actual results to be materially different from those reflected in such forward-looking statements. These factors include, among others, the risks and uncertainties set forth in Item 1A "Risk Factors" and elsewhere in the company's 2014 Form 10-K; increases in financing costs; limits on liquidity; increases in costs associated with compliance with laws and regulations; changes in accounting standards and the impact of related changes in significant accounting estimates; any adverse outcomes in any significant litigation to which the company is a party; credit risk associated with the company's exposure to third parties, including counterparties to the company's derivative transactions; and changes in the terms of education loans and the educational credit marketplace (including changes resulting from new laws and the implementation of existing laws). The company could also be affected by, among other things: changes in its funding costs and availability; reductions to its credit ratings, failures or breaches of our operating systems or infrastructure, including those of third-party vendors; damage to its reputation; failures or breaches to successfully implement cost-cutting and restructuring initiatives and adverse effects of such initiatives on the company's business; risks associated with restructuring initiatives; changes in the demand for educational financing or in financing preferences of lenders, educational institutions, students and their families; changes in law and regulations with respect to the student lending business and financial institutions generally; increased competition from banks and other consumer lenders; the creditworthiness of its customers; changes in the general interest rate environment, including the rate relationships among relevant money-market instruments and those of its earning assets versus its funding arrangements; rates of prepayments on the loans it makes; changes in general economic conditions and the company's ability to successfully effectuate any acquisitions; and other strategic initiatives. The preparation of the company's consolidated financial statements also requires management to make certain estimates and assumptions, including estimates and assumptions about future events. These estimates or assumptions may prove to be incorrect. All forward-looking statements contained in this Quarterly Report on Form 10-Q are qualified by these cautionary statements and are made only as of the date of this report. The company does not undertake any obligation to update or revise these forward-looking statements to conform such statements to actual results or changes in its expectations.

The Company reports financial results on a GAAP basis and also provides certain core earnings performance measures. The difference between the Company's "Core Earnings" and GAAP results for the periods presented were the unrealized, mark-to-market gains/losses on derivative contracts (excluding current period accruals on the derivative instruments), net of tax. These are recognized in GAAP, but not in "Core Earnings" results. The Company provides "Core Earnings" measures because this is what management uses when making management decisions regarding the Company's performance and the allocation of corporate resources. The Company's "Core Earnings" are not defined terms within GAAP and may not be comparable to similarly titled measures reported by other companies. For additional information, see "Key Financial Measures" and "GAAP Consolidated Earnings Summary - 'Core Earnings'" in this Form 10-Q for the quarter ended March 31, 2015 for a further discussion and a complete reconciliation between GAAP net income and "Core Earnings."

Through this discussion and analysis, we intend to provide the reader with some narrative context for how our management views our consolidated financial statements, additional context within which to assess our operating results, and information on the quality and variability of our earnings, liquidity and cash flows.

Selected Financial Information and Ratios

<u>(In millions, except per share data)</u>	<u>Three Months Ended March 31,</u>	
	<u>2015</u>	<u>2014</u>
Net income attributable to SLM Corporation common stock	\$ 43	\$ 47
Diluted earnings per common share attributable to SLM Corporation	\$ 0.10	\$ 0.11
Weighted average shares used to compute diluted earnings per share	432	435
Return on assets	1.5%	1.8%
Operating efficiency ratio ⁽¹⁾	49.2%	46.3%
Other Operating Statistics		
Ending Private Education Loans, net	\$ 9,701	\$ 7,208
Ending FFELP Loans, net	1,208	1,395
Ending total education loans, net	\$ 10,909	\$ 8,603
Average education loans	\$ 10,689	\$ 8,824

(1) Our efficiency ratio is calculated as operating expense, excluding restructuring and other reorganization expenses, divided by net interest income after provision for loan losses and other income.

Overview

The following discussion and analysis presents a review of our business and operations as of and for the three months ended March 31, 2015.

Recent Developments

On April 17, 2015, we announced plans to sell approximately \$753 million of Private Education Loans through a securitization transaction to qualified institutional buyers. The transaction will remove the principal balance of the loans backing the securitization trust from our balance sheet on the settlement date. We will continue to service the loans in the trust. We expect to record a pre-tax gain on the sale of approximately \$78 million, net of estimated closing adjustments and transaction costs, a 10.5 percent premium over the loans' book value. The transaction is expected to settle on or about April 23, 2015 and will be reflected in our second quarter 2015 results.

Key Financial Measures

Our operating results are primarily driven by net interest income from our Private Education Loan portfolio (which include financing costs), provisions for loan losses, gains and losses on loan sales and operating expenses. The growth of our business and the strength of our financial condition are primarily driven by our ability to achieve our annual Private Education Loan origination goals while sustaining credit quality and maintaining diversified, cost-efficient funding sources to support our originations. A brief summary of our key financial measures (net interest income; gains on sale of loans, net; allowance for loan losses; charge-offs and delinquencies; operating expenses; and "Core Earnings") can be found in Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our 2014 Form 10-K.

2015 Management Objectives

For 2015, we have again set out five major goals to create shareholder value. They are: (1) prudently grow our Private Education Loan assets and revenues; (2) maintain our strong capital position; (3) complete the necessary steps to permit the Bank to independently originate Private Education Loans; (4) continue to expand the Bank's capabilities and enhance risk oversight and internal controls; and (5) manage operating expenses while improving efficiency and customer experience. Here is how we plan to achieve these objectives:

Prudently Grow Private Education Loan Assets and Revenues

We will continue to pursue managed growth in our Private Education Loan portfolio in 2015 by leveraging our Sallie Mae and Upromise brands and our relationship with more than two thousand colleges and universities. We recently expanded our campus-focused sales force to provide deeper support for universities in all regions of the United States and, as a result, we expect to be able to demonstrate increased 2015 originations through this effort. We are determined to maintain the average FICO scores and cosigner rates on our originations at levels similar to those at which we ended 2014. We will also increase our efforts to help our customers manage their borrowings and succeed in making their payments, which we expect will result in lower charge-offs and provisions for loan losses. Originations were 9 percent higher in the first quarter of 2015 compared with the year-ago quarter.

Maintain Our Strong Capital Position

The Bank is required by its prudential regulators, the Utah Department of Financial Institutions ("UDFI") and the FDIC, to comply with mandated capital ratios. We intend to maintain levels of capital at the Bank that significantly exceed those necessary to be considered "well capitalized" by the FDIC. The Company is a source of strength for the Bank and will provide additional capital as, and if, necessary to the Bank. Our Board of Directors and management periodically evaluate the Bank's quality of assets, the stability of earnings, and the adequacy of our allowance for loan losses and continue to believe the Bank's existing capital levels are appropriate. As of March 31, 2015, the Bank had a Tier 1 leverage ratio of 11.5 percent, a common equity Tier 1 risk-based capital ratio of 13.6 percent, a Tier 1 risk-based capital ratio of 13.6 percent, and a total risk-based capital ratio of 14.4 percent, exceeding the current regulatory guidelines for well capitalized institutions by a significant amount. As we execute loan sales and term fundings and generate earnings, these ratios will increase and will remain significantly in excess of the capital levels required to be considered "well capitalized" by our regulators. We do not intend to initiate any share repurchase program to return capital to shareholders. We only expect to repurchase common stock acquired in connection with taxes withheld associated with award exercises and vesting under our employee stock-based compensation plans.

We expect to be active in the capital markets in 2015. We plan to sell Private Education Loans as whole loan sales or through securitization transactions. We also expect to use the ABS market to complement our deposit funding to raise term funding for our loan portfolio. Private Education Loans financed through these transactions will remain on our balance sheet as we will retain the residual interest in these trusts.

We expect the market for loan sales and term financings to continue to be strong in 2015. It is likely, regardless of the structures utilized, we will realize gains on sales of Private Education Loans. On April 17, 2015, we announced plans to sell approximately \$753 million of Private Education Loans through a securitization transaction to qualified institutional buyers. The transaction will remove the principal balance of the loans backing the securitization trust from our balance sheet on the settlement date. We will continue to service the loans in the trust. We expect to record a pre-tax gain on the sale of approximately \$78 million, net of estimated closing adjustments and transaction costs, a 10.5 percent premium over the loans' book value. The transaction is expected to settle on or about April 23, 2015, and will be reflected in our second quarter 2015 results.

Complete Necessary Steps to Permit the Bank to Independently Originate Private Education Loans

At the time of this filing, the Bank continues to be reliant on Navient for its loan origination capabilities provided under a transition services agreement entered into with Navient in connection with the Spin-Off. While the Bank is not at risk of losing access to Navient originations applications through at least 2016, completing the full separation of the Bank's operations from Navient resources is one of our top goals. The key project remaining to complete the Bank's full separation from Navient is the separation of these origination functions. We are currently in the process of completing and testing a new loan origination platform. Our objectives are to implement, complete and begin use of the new loan originations platform in the second quarter of 2015.

Continue to Expand the Bank's Capabilities and Enhance Risk Oversight and Internal Controls

In preparation for and subsequent to the Spin-Off, we have undertaken significant work to establish that all functions, policies and procedures transferred to the Bank in the Spin-Off are sufficient to meet applicable bank and consumer protection regulatory standards. We must continue to prepare for our expected growth and designation of the Bank as a "large bank," which will entail enhanced regulatory scrutiny. For 2015, the following key initiatives remain to be completed or are underway:

- Complete the build-out of our Enterprise Risk Management team under the Chief Risk Officer and conduct our initial internal stress testing exercises in preparation for our initial 2016 regulatory required stress testing and report.
- Continue to invest in our Internal Audit function, which will provide the Bank with confidence in the strength of its overall control environment and ensure the sustainability of the strong risk culture.
- Continue to make significant changes and enhancements to our compliance management system and program and related consumer protection processes and procedures. Our redesigned SCRA processes and procedures have now received the approval of the DOJ. In 2014, we engaged a third-party firm to conduct independent audits of certain key consumer protection processes and procedures, including our compliance management system. To-date, the results of these reviews have been favorable. In 2015, the third-party firm will conduct additional independent audits over the remainder of those processes and procedures.
- In 2015, we will further enhance our internal controls over financial reporting through adoption of the COSO 2013 framework.

Manage Operating Expenses While Improving Efficiency and Customer Experience

We will continue to measure our effectiveness in managing operating expenses by monitoring our efficiency ratio, excluding restructuring costs associated with the Spin-Off. Our efficiency ratio is calculated as operating expense, excluding restructuring and reorganization expenses, divided by net interest income (after provision for loans losses) and other income. For first quarter 2015, this ratio increased to 49 percent from 43 percent in the fourth quarter of 2014. First-quarter 2015 operating expenses were \$81 million compared with \$66 million in the year-ago quarter. The increase in operating expenses is primarily due to slightly higher than expected incremental costs of establishing a stand-alone company. This ratio is expected to decline in subsequent quarters as we generate revenue from Private Education Loan sales. We expect this ratio to decline steadily over the next several years as the number of loans we service grows to a level commensurate with our loan origination platform and we control the growth of our expense base. We intend for the Bank to retain servicing of all Private Education Loans we originate, regardless of whether we hold them in our portfolio or sell all or portions of these Private Education Loans via loan sales and ABS transactions.

In 2015, we will focus on further enhancing a culture that values customer satisfaction and the efficient delivery of our products and services. We understand the challenges of simplifying and carefully considering our customers' requests, personal circumstances and requirements. As of April 2015, all customer service for our Private Education Loan portfolio has been moved to the United States. The decision to on-shore all Private Education Loan customer service represents a significant piece of our investment to enhance the overall customer experience this year. Later this year, we expect to unveil upgrades and improvements to our mobile application and loan management capabilities to deliver to our customers the access they expect from their financial service providers. We expect these investments will result in increased customer satisfaction, higher loan originations and a more efficient operation.

GAAP Results of Operations

We present the results of operations below first on a consolidated basis in accordance with GAAP.

GAAP Statements of Income (Unaudited)

(In millions, except per share data)	Three Months Ended March 31,		Increase (Decrease)	
	2015	2014	\$	%
Interest income:				
Loans	\$ 198	\$ 160	\$ 38	24 %
Investments	2	1	1	100
Cash and cash equivalents	1	1	—	—
Total interest income	201	162	39	24
Total interest expense	30	23	7	30
Net interest income	171	139	32	23
Less: provisions for loan losses	17	39	(22)	(56)
Net interest income after provisions for loan losses	154	100	54	54
Noninterest income:				
Gains on sales of loans, net	—	34	(34)	(100)
Gains (losses) on derivatives and hedging activities, net	3	(1)	4	(400)
Other income	8	8	—	—
Total noninterest income	11	41	(30)	(73)
Expenses:				
Operating expenses	81	64	17	27
Acquired intangible asset amortization expense	—	2	(2)	(100)
Restructuring and other reorganization expenses	5	—	5	100
Total expenses	86	66	20	30
Income before income tax expense	79	75	4	5
Income tax expense	31	28	3	11
Net income	48	47	1	2
Preferred stock dividends	5	—	5	100
Net income attributable to SLM Corporation common stock	\$ 43	\$ 47	\$ (4)	(9)%
Basic earnings per common share attributable to SLM Corporation	\$ 0.10	\$ 0.11	\$ (0.01)	(9)%
Diluted earnings per common share attributable to SLM Corporation	\$ 0.10	\$ 0.11	\$ (0.01)	(9)%

GAAP Consolidated Earnings Summary

Three Months Ended March 31, 2015 Compared with Three Months Ended March 31, 2014

For the three months ended March 31, 2015, net income was \$48 million, or \$.10 diluted earnings per common share, compared with net income of \$47 million, or \$.11 diluted earnings per common share for the three months ended March 31, 2014. Net income was affected by a \$32 million increase in net interest income and a \$22 million reduction in provisions for loan losses, offset by a \$34 million decrease in gains on sales of loans and a \$20 million increase in operating expenses.

The primary contributors to each of the identified drivers of changes in net income for the current quarter compared with the year-ago quarter are as follows:

- Net interest income increased by \$32 million in the current quarter compared with the year-ago quarter primarily due to a \$2.0 billion increase in average Private Education Loans outstanding and an 10 basis point increase in net interest margin. Net interest margin increased primarily as a result of an increase in the ratio of higher yielding Private Education Loans relative to our other interest earning assets, which more than offset a 13 basis point increase in our cost of funds. Cost of funds increased primarily as a result of additional costs associated with interest rate swaps hedging our fixed-rate loan portfolio that were not in place in first quarter 2014.
- Provisions for loan losses decreased \$22 million compared with the year-ago quarter. This decrease was primarily the result of a significant reduction in credit impaired loans sold from approximately \$200 million in first quarter 2014 to \$9 million in first quarter 2015, the effect of our change in the loss emergence period from a two-year period to one year that occurred in second quarter 2014, as well as improved credit performance and collections on the underlying Private Education Loan and FFELP Loan portfolios. When credit impaired loans are sold for a loss, that loss is recorded as a charge-off. Prior period amounts also included the effect of the change in our charge-off policy.
- Gains on sales of loans, net, decreased \$34 million, as there were no loan sales in the first quarter of 2015. In the year-ago quarter, we recorded \$34 million in gains from the sale of \$466 million of loans to Navient.
- Gains (losses) on derivatives and hedging activities, net, resulted in a net gain of \$3 million in the first quarter 2015 compared with a net loss of \$1 million in the year-ago quarter. The primary factors affecting the change were interest rates and whether the derivative qualified for hedge accounting treatment. In first quarter 2015, more derivatives used to economically hedge risk did not qualify for hedge accounting treatment than in the year-ago quarter.
- First-quarter 2015 operating expenses (including acquired intangible asset amortization expense) were \$81 million compared with \$66 million in the year-ago quarter. The increase in operating expenses is primarily due to slightly higher than expected incremental costs of establishing a stand-alone company.
- First-quarter 2015 restructuring and other reorganization expenses were \$5 million compared with \$0 in the year-ago quarter. The increase is primarily the result of one-time technology costs related to the Spin-Off.
- Income tax expense increased \$3 million compared with the year-ago quarter. The increase in the first quarter effective tax rate to 39.9 percent from 37.9 percent in the year-ago quarter was primarily the result of our being subject to additional state taxes as a result of the Spin-Off transaction and uncertain tax positions.

“Core Earnings”

We prepare financial statements in accordance with GAAP. However, we also produce and report our after-tax earnings on a separate basis which we refer to as “Core Earnings.” While pre-Spin-Off SLM also reported a metric by that name, what we now report and what we describe below is significantly different and should not be compared to any Core Earnings reported by pre-Spin-Off SLM.

“Core Earnings” recognizes the difference in accounting treatment for derivatives based upon whether the derivative qualifies for hedge accounting treatment and eliminates the earnings impact associated with hedge ineffectiveness and derivatives we use as an economic hedge but which do not qualify for hedge accounting treatment. We enter into derivatives instruments to economically hedge interest rate and cash flow risk associated with our portfolio. We believe that our derivatives are effective economic hedges, and as such, are a critical element of our interest rate risk management strategy. Those derivative instruments that qualify for hedge accounting treatment have their related cash flows recorded in interest income or interest expense along with the hedged item. Hedge ineffectiveness related to these derivatives is recorded in “Gains (losses) on derivatives and hedging activities, net.” Some of our derivatives do not qualify for hedge accounting treatment and the stand-alone derivative must be marked-to-fair value in the income statement with no consideration for the corresponding change in fair value of the hedged item. These gains and losses, recorded in “Gains (losses) on derivative and hedging activities, net”, are primarily caused by interest rate volatility and changing credit spreads during the period as well as the volume and term of derivatives not receiving hedge accounting treatment. Cash flows on derivative instruments that do not qualify for hedge accounting treatment are not recorded in interest income and interest expense; they are recorded in non-interest income: “gains (losses) on derivative and hedging activities, net.”

The adjustments required to reconcile from our “Core Earnings” results to our GAAP results of operations, net of tax, relate to differing treatments for our use of derivative instruments to hedge our economic risks that do not qualify for hedge accounting treatment or do qualify for hedge accounting treatment but result in ineffectiveness, net of tax. The amount recorded in “Gains (losses) on derivative and hedging activities, net” includes the accrual of the current payment on the interest rate swaps that do not qualify for hedge accounting treatment as well as the change in fair values related to future expected cash flows for those derivatives and accounting hedges. For purposes of “Core Earnings” we are including in GAAP earnings the current period accrual amounts (interest reclassification) on the swaps and exclude the remaining ineffectiveness. “Core Earnings” is meant to represent what earnings would have been had these derivatives qualified for hedge accounting and there was no ineffectiveness.

“Core Earnings” are not a substitute for reported results under GAAP. We provide “Core Earnings” basis of presentation because (i) earnings per share computed on a “Core Earnings” basis is one of several measures we utilize in establishing management incentive compensation and (ii) we believe it better reflects the financial results for derivatives that are economic hedges of interest rate risk but which do not qualify for hedge accounting treatment.

GAAP provides a uniform, comprehensive basis of accounting. Our “Core Earnings” basis of presentation differs from GAAP in the way it treats ineffective hedges as described above.

The following table shows the amount in “Gains (losses) on derivative and hedging activities, net” that relates to the interest reclassification on the derivative contracts.

(Dollars in thousands)	Three Months Ended	
	March 31,	
	2015	2014
Hedge ineffectiveness gains (losses)	\$ 2,269	\$ (1,223)
Interest reclassification	1,023	459
Gains (losses) on derivatives and hedging activities, net	<u>\$ 3,292</u>	<u>\$ (764)</u>

The following table reflects adjustments associated with our derivative activities.

<u>(Dollars in thousands, except per share amounts)</u>	Three Months Ended	
	March 31,	
	2015	2014
“Core Earnings” adjustments to GAAP:		
GAAP net income attributable to SLM Corporation	\$ 47,699	\$ 47,448
Preferred stock dividends	4,823	—
GAAP net income attributable to SLM Corporation common stock	<u>\$ 42,876</u>	<u>\$ 47,448</u>
Adjustments:		
Net impact of derivative accounting ⁽¹⁾	(2,269)	1,223
Net tax effect ⁽²⁾	905	(463)
Total “Core Earnings” adjustments to GAAP	<u>(1,364)</u>	<u>760</u>
“Core Earnings” attributable to SLM Corporation common stock	<u>\$ 41,512</u>	<u>\$ 48,208</u>
GAAP diluted earnings per common share	\$ 0.10	\$ 0.11
Derivative adjustments, net of tax	—	—
“Core Earnings” diluted earnings per common share	<u>\$ 0.10</u>	<u>\$ 0.11</u>

(1) Derivative Accounting: “Core Earnings” exclude periodic unrealized gains and losses caused by the mark-to-market valuations on derivatives that do not qualify for hedge accounting treatment under GAAP, as well as the periodic unrealized gains and losses that are a result of ineffectiveness recognized related to effective hedges under GAAP. Under GAAP, for our derivatives held to maturity, the cumulative net unrealized gain or loss over the life of the contract will equal \$0.

(2) “Core Earnings” tax rate is based on the effective tax rate at the Bank where the derivative instruments are held.

Average Balance Sheets - GAAP

The following table reflects the rates earned on interest-earning assets and paid on interest-bearing liabilities and reflects our net interest margin on a consolidated basis.

	Three Months Ended March 31,			
	2015		2014	
	Balance	Rate	Balance	Rate
(Dollars in thousands)				
Average Assets				
Private Education Loans	\$ 9,454,579	8.07%	\$ 7,419,714	8.14%
FFELP Loans	1,234,682	3.19	1,404,595	3.19
Other investments	406,545	2.71	119,667	3.21
Cash and other short-term investments	1,277,386	0.25	1,317,929	0.27
Total interest-earning assets	12,373,192	6.60%	10,261,905	6.40%
Non-interest-earning assets	610,685		425,476	
Total assets	\$ 12,983,877		\$ 10,687,381	
Average Liabilities and Equity				
Brokered deposits	\$ 6,684,629	1.19%	\$ 5,770,058	1.10%
Retail and other deposits	3,818,342	0.94	3,076,194	0.92
Other interest-bearing liabilities ⁽¹⁾	1,880	418.33	5,150	3.61
Total interest-bearing liabilities	10,504,851	1.17%	8,851,402	1.04%
Non-interest-bearing liabilities	627,132		656,376	
Equity	1,851,894		1,179,603	
Total liabilities and equity	\$ 12,983,877		\$ 10,687,381	
Net interest margin		5.60%		5.50%

⁽¹⁾ Includes the amortization expense of transaction costs related to our asset-backed commercial paper education loan funding facility, of which nothing has been drawn as of March 31, 2015.

Rate/Volume Analysis - GAAP

The following rate/volume analysis shows the relative contribution of changes in interest rates and asset volumes.

(Dollars in thousands)	Increase (Decrease)	Change Due To⁽¹⁾	
		Rate	Volume
Three Months Ended March 31, 2015 vs. 2014			
Interest income	\$ 39,487	\$ 5,271	\$ 34,216
Interest expense	7,771	3,232	4,539
Net interest income	\$ 31,716	\$ 2,039	\$ 29,677

⁽¹⁾ Changes in income and expense due to both rate and volume have been allocated in proportion to the relationship of the absolute dollar amounts of the change in each. The changes in income and expense are calculated independently for each line in the table. The totals for the rate and volume columns are not the sum of the individual lines.

Summary of Our Education Loan Portfolio

Ending Education Loan Balances, net

(Dollars in thousands)	March 31, 2015			December 31, 2014		
	Private Education Loans	FFELP Loans	Total Portfolio	Private Education Loans	FFELP Loans	Total Portfolio
Total education loan portfolio:						
In-school ⁽¹⁾	\$ 3,025,458	\$ 1,006	\$ 3,026,464	\$ 2,548,721	\$ 1,185	\$ 2,549,906
Grace, repayment and other ⁽²⁾	6,743,303	1,207,971	7,951,274	5,762,655	1,263,622	7,026,277
Total, gross	9,768,761	1,208,977	10,977,738	8,311,376	1,264,807	9,576,183
Deferred origination costs and unamortized premium	17,627	3,454	21,081	13,845	3,600	17,445
Allowance for loan losses	(85,236)	(4,569)	(89,805)	(78,574)	(5,268)	(83,842)
Total education loan portfolio	\$ 9,701,152	\$ 1,207,862	\$ 10,909,014	\$ 8,246,647	\$ 1,263,139	\$ 9,509,786
% of total	89%	11%	100%	87%	13%	100%

⁽¹⁾ Loans for customers still attending school and who are not yet required to make payments on the loan.
⁽²⁾ Includes loans in deferment or forbearance.

Average Education Loan Balances (net of unamortized premium/discount)

(Dollars in thousands)	Three Months Ended March 31, 2015		Three Months Ended March 31, 2014	
Private Education Loans	\$ 9,454,579	88%	\$ 7,419,714	84%
FFELP Loans	1,234,682	12	1,404,595	16
Total portfolio	\$ 10,689,261	100%	\$ 8,824,309	100%

Education Loan Activity

(Dollars in thousands)	Three Months Ended March 31, 2015			Three Months Ended March 31, 2014		
	Private Education Loans	FFELP Loans	Total Portfolio	Private Education Loans	FFELP Loans	Total Portfolio
Beginning balance	\$ 8,246,647	\$ 1,263,139	\$ 9,509,786	\$ 6,506,642	\$ 1,424,735	\$ 7,931,377
Acquisitions and originations	1,663,150	—	1,663,150	1,516,985	7,470	1,524,455
Capitalized interest and deferred origination cost premium amortization	38,727	10,786	49,513	27,758	15,069	42,827
Sales	(6,387)	—	(6,387)	(638,094)	(7,596)	(645,690)
Loan consolidation to third parties	(4,533)	(10,480)	(15,013)	(6,592)	(7,972)	(14,564)
Repayments and other	(236,452)	(55,583)	(292,035)	(198,343)	(37,143)	(235,486)
Ending balance	\$ 9,701,152	\$ 1,207,862	\$ 10,909,014	\$ 7,208,356	\$ 1,394,563	\$ 8,602,919

Private Education Loan Originations

The following table summarizes our Private Education Loan originations.

(Dollars in thousands)	Three Months Ended March 31,			
	2015	%	2014	%
Smart Option - interest only ⁽¹⁾	\$ 417,722	25%	\$ 372,110	24%
Smart Option - fixed pay ⁽¹⁾	507,664	31	478,390	31
Smart Option - deferred ⁽¹⁾	736,913	44	673,205	45
Smart Option - principal and interest	571	—	719	—
Total Private Education Loan originations	\$ 1,662,870	100%	\$ 1,524,424	100%

⁽¹⁾ Interest only, fixed pay and deferred describe the payment option while in school or in grace period.

Allowance for Loan Losses

Education Loan Allowance for Loan Losses Activity

(Dollars in thousands)	Three Months Ended March 31,					
	2015			2014		
	Private Education Loans	FFELP Loans	Total Portfolio	Private Education Loans	FFELP Loans	Total Portfolio
Beginning balance	\$ 78,574	\$ 5,268	\$ 83,842	\$ 61,763	\$ 6,318	\$ 68,081
Less:						
Charge-offs	(8,727)	(1,134)	(9,861)	—	(643)	(643)
Loan sales	(2,181)	—	(2,181)	(28,963)	—	(28,963)
Plus:						
Recoveries	1,387	—	1,387	—	—	—
Provision for loan losses	16,183	435	16,618	38,653	506	39,159
Ending balance	\$ 85,236	\$ 4,569	\$ 89,805	\$ 71,453	\$ 6,181	\$ 77,634
Troubled debt restructuring ⁽¹⁾	\$ 123,702	\$ —	\$ 123,702	\$ —	\$ —	\$ —

⁽¹⁾ Represents the recorded investment of loans classified as troubled debt restructuring.

Private Education Loan Allowance for Loan Losses

In establishing the allowance for Private Education Loan losses as of March 31, 2015, we considered several factors with respect to our Private Education Loan portfolio, in particular, credit quality and delinquency, forbearance and charge-off trends in connection with the portfolio.

Private Education Loan provisions for loan losses in the quarter ending March 31, 2015 decreased \$22 million compared with the year-ago period, primarily due to the decrease in sales of credit impaired loans, the change in our loss emergence period from two years to one year, as well as improved credit performance and collections on the portfolio. When loans are sold at a gain, we reverse the allowance for loan losses related to these loans by recording a negative provision. When we sell loans at a loss due to credit deterioration, we write down the loan to fair value with the additional write-down recorded as charge-off. In the three months ended March 31, 2015, we had a \$191 million decrease in loans sold for losses compared with the year-ago period. The net effect of these sales in first quarter of 2015 was to reduce the allowance for loan losses by \$2 million compared with a reduction in the first quarter of 2014 of \$29 million. Prior period amounts also included the effect of our past policy of a two-year loss emergence period and the change in our charge-off policy. In addition, in the prior periods we did not have troubled debt restructurings, loans in forbearance or a significant amount of loans that were more than 90 days past due because we typically sold loans to an affiliate prior to any restructuring and when they became 90 days delinquent. As a result of this past practice, there were no recoveries of defaulted loans prior to 2014.

Total loans delinquent (as a percentage of loans in repayment) have increased to 1.65 percent from 0.82 percent in the year-ago period. Loans in forbearance (as a percentage of loans in repayment and forbearance) have increased to 2.76 percent from 0.26 percent in the year-ago period. The increase in the loans in forbearance was because in the prior year the Bank typically sold loans to an entity that is now a subsidiary of Navient in the same month a forbearance was offered to a borrower. Post-Spin-Off, the Bank now retains loans that have gone into forbearance.

For a more detailed discussion of our policy for determining the collectability of Private Education Loans and maintaining our allowance for Private Education Loan losses, see Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations - Critical Accounting Policies and Estimates - Allowance for Loan Losses" in our 2014 Form 10-K.

Our default aversion strategies are focused on the final stages of delinquency. Pre-Spin-Off, these final stages were from 150 days to 212 days delinquent. As a result of changing our corporate charge-off policy and greatly reducing the number of potentially delinquent loans we sell to Navient, the final stages of delinquency and our default aversion strategies now focus more on loans 30 to 120 days delinquent. This change has the effect of accelerating the recognition of losses due to the shorter charge-off period. In addition, we changed our loss confirmation period from two years to one year to reflect the shorter charge-off policy and our revised servicing practices. A loss confirmation period represents the expected period between a loss

event and when management considers the debt to be uncollectible, taking into consideration account management practices that affect the timing of a loss, such as the usage of forbearance.

In connection with the Spin-Off, the agreement under which the Bank previously made loan sales was amended so the Bank now only has the right to require Navient to purchase loans (at fair value) where (a) the borrower has a lending relationship with both the Bank and Navient (“Split Loans”) and (b) the Split Loans either (1) are more than 90 days past due; (2) have been restructured; (3) have been granted a hardship forbearance or more than six months of administrative forbearance; or (4) have a borrower or cosigner who has filed for bankruptcy. At March 31, 2015, we held approximately \$108 million of Split Loans.

For the reasons described above, many of our historical credit indicators and period-over-period trends are not indicative of future performance. The following results have not been adjusted to reflect what the delinquencies, charge-offs and recoveries would have been had we not sold these loans. Because we now retain more delinquent loans, we believe it could take up to two years after the date of the Spin-Off transaction before our credit performance indicators provide meaningful period-over-period comparisons.

The table below presents our Private Education Loan delinquency trends. Loans in repayment includes in-school loans making interest only and fixed payments, as well as loans that have entered full principal and interest repayment status after any applicable grace period.

	Private Education Loans			
	March 31,			
	2015		2014	
(Dollars in thousands)	Balance	%	Balance	%
Loans in-school/grace/deferment ⁽¹⁾	\$ 3,603,478		\$ 2,984,391	
Loans in forbearance ⁽²⁾	170,162		11,358	
Loans in repayment and percentage of each status:				
Loans current	5,896,132	98.4%	4,243,750	99.2%
Loans delinquent 31-60 days ⁽³⁾	54,883	0.9	21,375	0.5
Loans delinquent 61-90 days ⁽³⁾	31,202	0.5	13,527	0.3
Loans delinquent greater than 90 days ⁽³⁾	12,904	0.2	317	—
Total loans in repayment	5,995,121	100.0%	4,278,969	100.0%
Total loans, gross	9,768,761		7,274,718	
Deferred origination costs	17,627		5,090	
Total loans	9,786,388		7,279,808	
Allowance for loan losses	(85,236)		(71,453)	
Total Private Education Loans, net	\$ 9,701,152		\$ 7,208,355	
Percentage of loans in repayment		61.4%		58.8%
Delinquencies as a percentage of loans in repayment		1.7%		0.8%
Loans in forbearance as a percentage of loans in repayment and forbearance		2.8%		0.3%

(1) Deferment includes customers who have returned to school or are engaged in other permitted educational activities and are not yet required to make payments on their loans, e.g., residency periods for medical students or a grace period for bar exam preparation.

(2) Loans for customers who have requested extension of grace period generally during employment transition or who have temporarily ceased making full payments due to hardship or other factors, consistent with established loan program servicing policies and procedures.

(3) The period of delinquency is based on the number of days scheduled payments are contractually past due.

Allowance for Private Education Loan Losses

The following table summarizes changes in the allowance for Private Education Loan losses.

(Dollars in thousands)	Three Months Ended March 31,	
	2015	2014
Allowance at beginning of period	\$ 78,574	\$ 61,763
Provision for Private Education Loan losses	16,183	38,653
Charge-offs ⁽¹⁾	(8,727)	—
Recoveries	1,387	—
Net charge-offs	(7,340)	—
Loan sales ⁽²⁾	(2,181)	(28,963)
Allowance at end of period	\$ 85,236	\$ 71,453
Allowance as a percentage of ending total loans	0.87%	0.98%
Allowance as a percentage of ending loans in repayment	1.42%	1.67%
Net charge-offs as a percentage of average loans in repayment (annualized)	0.51%	—%
Delinquencies as a percentage of loans in repayment	1.65%	0.82%
Loans in forbearance as a percentage of loans in repayment and forbearance	2.76%	0.26%
Percentage of loans with a cosigner	90.13%	90.16%
Average FICO at origination	748	746
Ending total loans ⁽³⁾	\$ 9,768,761	\$ 7,274,718
Average loans in repayment	\$ 5,705,067	\$ 4,329,157
Ending loans in repayment	\$ 5,995,121	\$ 4,278,969

⁽¹⁾ Prior to the Spin-Off, Private Education Loans were sold to an entity that is now a subsidiary of Navient, prior to being charged off. Therefore, many of our historical credit indicators and period-over-period trends are not indicative of future performance. Because we now retain more delinquent loans, we believe it could take up to two years from now before our credit performance indicators provide meaningful period-over-period comparisons.

⁽²⁾ Represents fair value write-downs on loans sold.

⁽³⁾ Ending total loans represents gross Private Education Loans.

As part of concluding on the adequacy of the allowance for loan losses, we review key allowance and loan metrics. The most significant of these metrics considered are the allowance coverage of charge-offs ratio; the allowance as a percentage of total loans and of loans in repayment; and delinquency and forbearance percentages. The allowance as a percentage of ending total loans and ending loans in repayment was relatively unchanged at March 31, 2015 compared with March 31, 2014 because of an increase in the relative size of the loan portfolio, an increase in our troubled debt restructurings (for which we hold a life-of-loan allowance) and an increase in the percentage of loans in full principal and interest repayment. These largely offset the effect of the reduction in the allowance for loan losses as a result of the change in our loss emergence period from two years to one year.

Use of Forbearance as a Private Education Loan Collection Tool

Forbearance involves granting the customer a temporary cessation of payments (or temporary acceptance of smaller than scheduled payments) for a specified period of time. Using forbearance extends the original term of the loan. Forbearance does not grant any reduction in the total repayment obligation (principal or interest). While in forbearance status, interest continues to accrue and is capitalized to principal when the loan re-enters repayment status. Our forbearance policies include limits on the number of forbearance months granted consecutively and the total number of forbearance months granted over the life of the loan. In some instances, we require good-faith payments before granting forbearance. Exceptions to forbearance policies are permitted when such exceptions are judged to increase the likelihood of collection of the loan. Forbearance as a collection tool is used most effectively when applied based on a customer's unique situation, including historical information and judgments. We leverage updated customer information and other decision support tools to best determine who will be granted forbearance based on our expectations as to a customer's ability and willingness to repay their obligation. This strategy is aimed at mitigating the overall risk of the portfolio as well as encouraging cash resolution of delinquent loans.

Forbearance may be granted to customers who are exiting their grace period to provide additional time to obtain employment and income to support their obligations, or to current customers who are faced with a hardship and request forbearance time to provide temporary payment relief. In these circumstances, a customer's loan is placed into a forbearance status in limited monthly increments and is reflected in the forbearance status at month-end during this time. At the end of their granted forbearance period, the customer will enter repayment status as current and is expected to begin making their scheduled monthly payments on a go-forward basis.

Forbearance may also be granted to customers who are delinquent in their payments. In these circumstances, the forbearance cures the delinquency and the customer is returned to a current repayment status and is expected to begin making their scheduled monthly payments on a go-forward basis. In more limited instances, delinquent customers will also be granted additional forbearance time.

Prior to the Spin-Off, the Bank sold Private Education Loans that were delinquent more than 90 days or were granted a hardship forbearance to an entity that is now a subsidiary of Navient. As such, the Bank did not hold many loans in forbearance. Because of this past business practice, we do not yet have meaningful comparative historic forbearance data with respect to our Private Education Loan portfolio. However, subsequent to the Spin-Off, we began using forbearance as part of our loss mitigation efforts. Nonetheless, the historic default experience on loans put into forbearance that Navient (pre-Spin-Off SLM) experienced prior to the Spin-Off is still considered in the determination of our allowance for loan losses.

The tables below show the composition and status of the Private Education Loan portfolio aged by number of months in active repayment status (months for which a scheduled monthly payment was due). Active repayment status includes in-school loans making interest only and fixed payments as well as loans that have entered full principal and interest repayment status after any applicable grace period. Our experience shows that the percentage of loans in forbearance status decreases the longer the loans have been in active repayment status. At March 31, 2015, loans in forbearance status as a percentage of loans in repayment and forbearance were 2.8 percent for loans that have been in active repayment status for less than 25 months. Approximately 76 percent of our Private Education Loans in forbearance status have been in active repayment status less than 25 months.

(Dollars in millions) March 31, 2015	Monthly Scheduled Payments Due					Not Yet in Repayment	Total
	0 to 12	13 to 24	25 to 36	37 to 48	More than 48		
Loans in-school/grace/deferment	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 3,603	\$ 3,603
Loans in forbearance	102	29	20	14	6	—	171
Loans in repayment - current	2,873	1,602	782	392	247	—	5,896
Loans in repayment - delinquent 31-60 days	30	11	6	4	3	—	54
Loans in repayment - delinquent 61-90 days	19	5	3	2	2	—	31
Loans in repayment - delinquent greater than 90 days	9	2	1	1	1	—	14
Total	\$ 3,033	\$ 1,649	\$ 812	\$ 413	\$ 259	\$ 3,603	9,769
Deferred origination costs							17
Allowance for loan losses							(85)
Total Private Education Loans, net							\$ 9,701
Loans in forbearance as a percentage of loans in repayment and forbearance	3.36%	1.76%	2.46%	3.39%	2.32%	—%	2.77%

<u>(Dollars in millions)</u> March 31, 2014	Monthly Scheduled Payments Due					Not Yet in Repayment	Total
	0 to 12	13 to 24	25 to 36	37 to 48	More than 48		
Loans in-school/grace/deferment	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 2,984	\$ 2,984
Loans in forbearance	8	2	1	1	—	—	12
Loans in repayment - current	2,314	1,016	515	364	36	—	4,245
Loans in repayment - delinquent 31-60 days	11	4	3	3	—	—	21
Loans in repayment - delinquent 61-90 days	9	2	1	1	—	—	13
Loans in repayment - delinquent greater than 90 days	—	—	—	—	—	—	—
Total	\$ 2,342	\$ 1,024	\$ 520	\$ 369	\$ 36	\$ 2,984	7,275
Unamortized discount							4
Allowance for loan losses							(71)
Total Private Education Loans, net							\$ 7,208
Loans in forbearance as a percentage of loans in repayment and forbearance	0.34%	0.20%	0.19%	0.27%	—%	—%	0.28%

Private Education Loan Repayment Options

The following table provides information regarding the repayment balance by loan type at March 31, 2015.

<u>(Dollars in thousands)</u>	Signature and Other	Smart Option	Career Training	Total
\$ in repayment	\$ 136,386	\$ 5,842,767	\$ 15,968	\$ 5,995,121
\$ in total	\$ 276,989	\$ 9,475,466	\$ 16,306	\$ 9,768,761

Accrued Interest Receivable

The following table provides information regarding accrued interest receivable on our Private Education Loans. The table also discloses the amount of accrued interest on loans greater than 90 days past due as compared to our allowance for uncollectible interest. The allowance for uncollectible interest exceeds the amount of accrued interest on our 90 days past due portfolio for all periods presented.

<u>(Dollars in thousands)</u>	Accrued Interest Receivable		
	Total Interest Receivable	Greater Than 90 Days Past Due	Allowance for Uncollectible Interest
March 31, 2015	\$ 512,501	\$ 473	\$ 2,634
December 31, 2014	\$ 445,710	\$ 443	\$ 3,517
March 31, 2014	\$ 371,276	\$ 11	\$ 4,268

Liquidity and Capital Resources

Funding and Liquidity Risk Management

Our four primary liquidity needs include our ongoing ability to fund our businesses throughout market cycles (including during periods of financial stress), our ongoing ability to fund originations of Private Education Loans, servicing our bank deposits, and payment of required dividends on our preferred stock. To achieve these objectives, we analyze and monitor our liquidity needs, maintain excess liquidity and access diverse funding sources, such as deposits at the Bank, issuance of secured debt primarily through asset-backed securitizations and other financing facilities and through whole loan sales. It is our policy to manage operations so liquidity needs are fully satisfied through normal operations to avoid unplanned asset sales under emergency conditions. Our liquidity management is governed by policies approved by our Board of Directors. Oversight of these policies is performed in the Asset and Liability Committee, a management-level committee.

These policies take into account the volatility of cash flow forecasts, expected maturities, anticipated loan demand and a variety of other factors to establish minimum liquidity guidelines.

Key risks associated with our liquidity relate to our ability to access the capital markets and the markets for bank deposits at reasonable rates. This ability may be affected by our performance and the macroeconomic environment and the impact they have on the availability of funding sources in the marketplace.

Sources of Liquidity and Available Capacity

Ending Balances

<u>(Dollars in thousands)</u>	<u>March 31, 2015</u>	<u>December 31, 2014</u>
Sources of primary liquidity:		
Unrestricted cash and liquid investments:		
Holding Company and other non-bank subsidiaries	\$ 18,882	\$ 7,677
Sallie Mae Bank ⁽¹⁾	856,740	2,352,103
Available-for-sale investments	170,831	168,934
Total unrestricted cash and liquid investments	<u>\$ 1,046,453</u>	<u>\$ 2,528,714</u>

⁽¹⁾ This amount will be used primarily to originate Private Education Loans at the Bank.

Average Balances

<u>(Dollars in thousands)</u>	<u>Three Months Ended</u>	
	<u>March 31,</u>	
	<u>2015</u>	<u>2014</u>
Sources of primary liquidity:		
Unrestricted cash and liquid investments:		
Holding Company and other non-bank subsidiaries	\$ 14,179	\$ 1,257
Sallie Mae Bank ⁽¹⁾	1,236,714	1,378,288
Available-for-sale investments	169,667	122,032
Total unrestricted cash and liquid investments	<u>\$ 1,420,560</u>	<u>\$ 1,501,577</u>

⁽¹⁾ This amount will be used primarily to originate Private Education Loans at the Bank.

Deposits

The following table summarizes total deposits.

	March 31, 2015	December 31, 2014
(Dollars in thousands)		
Deposits - interest bearing	\$ 10,466,838	\$ 10,539,953
Deposits - non-interest bearing	915	602
Total deposits	\$ 10,467,753	\$ 10,540,555

Interest Bearing

Interest bearing deposits as of March 31, 2015 and December 31, 2014 consisted of non-maturity savings and money market deposits, brokered and retail certificates of deposit, and brokered money market deposits. These deposit products are serviced by third party providers. Placement fees associated with the brokered certificates of deposit are amortized into interest expense using the effective interest rate method. We recognized placement fee expense of \$2.7 million and \$2.8 million for the three months ended March 31, 2015 and 2014, respectively. No fees were paid to third party brokers related to these certificates of deposit during the three months ended March 31, 2015 and 2014, respectively.

Interest bearing deposits at March 31, 2015 and December 31, 2014 are summarized as follows:

(Dollars in thousands)	March 31, 2015		December 31, 2014	
	Amount	Qtr.-End Weighted Average Stated Rate	Amount	Year-End Weighted Average Stated Rate
Money market	\$ 4,512,730	1.14%	\$ 4,527,448	1.15%
Savings	695,675	0.81	703,687	0.81
Certificates of deposit	5,258,433	1.02	5,308,818	1.00
Deposits - interest bearing	<u>\$ 10,466,838</u>		<u>\$ 10,539,953</u>	

As of March 31, 2015 and December 31, 2014, there were \$224 million and \$254 million, respectively, of deposits exceeding FDIC insurance limits. Accrued interest on deposits was \$23 million and \$16 million at March 31, 2015 and December 31, 2014, respectively.

Non Interest Bearing

Non interest bearing deposits were \$1 million at both March 31, 2015 and December 31, 2014. For both periods these were comprised of money market accounts related to our Employee Stock Purchase Plan account.

Counterparty Exposure

Counterparty exposure related to financial instruments arises from the risk that a lending, investment or derivative counterparty will not be able to meet its obligations to us.

Excess cash is generally invested with the FRB on an overnight basis or in the FRB's Term Deposit Facility, minimizing counterparty exposure on cash balances.

Our investment portfolio includes a small portfolio of mortgage-backed securities issued by government agencies and government-sponsored enterprises that are purchased to meet Community Reinvestment Act targets. Additionally, our investing activity is governed by Board-approved limits on the amount that is allowed to be invested with any one issuer based on the credit rating of the issuer, further minimizing our counterparty exposure. Counterparty credit risk is considered when valuing investments and considering impairment.

Related to derivative transactions, protection against counterparty risk is generally provided by International Swaps and Derivatives Association, Inc. ("ISDA") Credit Support Annexes ("CSAs"), or clearinghouses for Over the Counter ("OTC") derivatives. CSAs require a counterparty to post collateral if a potential default would expose the other party to a loss. All derivative contracts entered into by the Bank are covered under such agreements and require collateral to be exchanged based on the net fair value of derivatives with each counterparty. Our exposure is limited to the value of the derivative contracts in a gain position less any collateral held or plus any collateral posted.

Title VII of the Dodd-Frank Act requires all standardized derivatives, including most interest rate swaps, to be submitted for clearing to central counterparties to reduce counterparty risk. As of March 31, 2015, \$4.0 billion notional of our derivative contracts were cleared on the Chicago Mercantile Exchange and the London Clearing House. All derivative contracts cleared through an exchange require collateral to be exchanged based on the fair value of the derivative. Our exposure is limited to the value of the derivative contracts in a gain position net of any collateral we are holding.

We have liquidity exposure related to collateral movements between us and our derivative counterparties. Movements in the value of the derivatives, which are primarily affected by changes in interest rates, may require us to return cash collateral held or may require us to access primary liquidity to post collateral to counterparties.

The table below highlights exposure related to our derivative counterparties as of March 31, 2015.

<u>(Dollars in thousands)</u>	SLM Corporation and Sallie Mae Bank Contracts	
Exposure, net of collateral	\$	60,826
Percent of exposure to counterparties with credit ratings below S&P AA- or Moody's Aa3		40.6%
Percent of exposure to counterparties with credit ratings below S&P A- or Moody's Baa		—%

Regulatory Capital

The Bank is subject to various regulatory capital requirements administered by federal banking authorities. Failure to meet minimum capital requirements can initiate certain mandatory and possibly additional discretionary actions by regulators that, if undertaken, could have a direct material adverse effect on our financial statements. Under the regulatory framework for prompt corrective action, we must meet specific capital guidelines that involve quantitative measures of our assets and certain off-balance sheet items as calculated under regulatory accounting practices. The Bank's capital amounts and classification are also subject to qualitative judgments by the regulators about components, risk-weightings and other factors.

As of the first quarter 2015, the Bank was required by federal banking authorities to report regulatory capital and ratios based on the U.S. Basel III rule. U.S. Basel III implemented changes to capital, risk weighted assets, and "well capitalized" definitions and added a reporting requirement of Common Equity Tier I Capital (to risk-weighted assets). Regulatory capital reported as of December 31, 2014 was calculated according to regulatory guidelines in effect at that date.

"Well capitalized" regulatory requirements are the quantitative measures established by regulation to ensure capital adequacy. The Bank is required to maintain minimum amounts and ratios (set forth in the table below) of Total and Tier I Capital to risk-weighted assets, and Common Equity Tier I Capital to risk-weighted assets and of Tier I Capital to average assets, as defined by the regulation. The following amounts and ratios are based upon the Bank's assets.

<u>(Dollars in thousands)</u>			Well Capitalized Regulatory Requirements	
	<u>Amount</u>	<u>Ratio</u>	<u>Amount</u>	<u>Ratio</u>
As of March 31, 2015:				
Tier I Capital (to Average Assets)	\$ 1,482,856	11.5%	\$ 642,524 ≥	5.0%
Tier I Capital (to Risk-Weighted Assets)	\$ 1,482,856	13.6%	\$ 873,897 ≥	8.0%
Total Capital (to Risk-Weighted Assets)	\$ 1,572,661	14.4%	\$ 1,092,371 ≥	10.0%
Common Equity Tier I Capital (to Risk-Weighted Assets)	\$ 1,482,856	13.6%	\$ 710,041 ≥	6.5%
As of December 31, 2014:				
Tier I Capital (to Average Assets)	\$ 1,413,988	11.5%	\$ 614,709 ≥	5.0%
Tier I Capital (to Risk-Weighted Assets)	\$ 1,413,988	15.0%	\$ 565,148 ≥	6.0%
Total Capital (to Risk-Weighted Assets)	\$ 1,497,830	15.9%	\$ 941,913 ≥	10.0%

Capital Management

The Bank seeks to remain well capitalized at all times with sufficient capital to support asset growth, operating needs, unexpected credit risks and to protect the interests of depositors and the FDIC deposit insurance fund. The Bank is required by its prudential regulators, the UDFI and the FDIC, to comply with mandated capital ratios. We intend to maintain levels of capital at the Bank that significantly exceed the levels of capital necessary to be considered "well capitalized" by the FDIC. The Company is a source of strength for the Bank and will provide additional capital if necessary. The Board of Directors and management periodically evaluate the Bank's quality of assets, the stability of earnings, and the adequacy of the allowance for loan losses and continue to believe the Bank's existing capital levels are appropriate. As we execute loan sales and term fundings, and generate earnings, these ratios will increase and will remain significantly in excess of the capital levels required to be considered "well capitalized" by our regulators. We do not plan to pay dividends on our common stock. We do not intend to initiate any share repurchase program to return capital to shareholders. We only expect to repurchase common stock acquired in connection with taxes withheld associated with award exercises and vesting under our employee stock-based compensation plans. Our Board of Directors will periodically reconsider these matters.

On July 9, 2013, the FDIC Board of Directors approved an interim final rule to implement new U.S. Basel III guidelines related to regulatory capital measurement and reporting. The interim final rule became effective January 2015. It strengthens both the quantity and quality of banks' risk-based capital, placing greater emphasis on Common Equity Tier 1 capital. The Bank's Capital Policy requires management to monitor the new capital standards. The Basel III capital rule requires banks to maintain a minimum common equity Tier 1 risk-based capital ratio of 4.5 percent, a Tier 1 risk-based capital ratio of 6.0 percent, a total risk-based capital ratio of 8.0 percent, and a Tier 1 leverage ratio of 4 percent. In addition, when the rule is fully phased in by 2019, banks will also be subject to a greater than 2.5 percent common equity Tier 1 capital conservation buffer, under which they must maintain a common equity Tier 1 risk-based capital ratio greater than 7.0 percent, a Tier 1 risk-based capital ratio greater than 8.5 percent, and a total risk-based capital ratio of greater than 10.5 percent. Failure

to maintain the buffer will result in restrictions on the banks' ability to make dividend payments, repurchase shares and pay discretionary bonuses.

The rule also revises the capital thresholds for the prompt corrective action framework for banks. Effective January 1, 2015, in order to qualify as well capitalized, a bank must maintain a minimum Tier 1 leverage ratio of 5 percent, a minimum common equity Tier 1 risk-based capital ratio of 6.5 percent, a minimum Tier 1 risk-based capital ratio of 8 percent and a minimum total risk-based capital ratio of 10 percent.

As of March 31, 2015, the Bank had a Tier 1 leverage ratio of 11.5 percent, a common equity Tier 1 risk-based capital ratio of 13.6 percent, a Tier 1 risk-based capital ratio of 13.6 percent, and a total risk-based capital ratio of 14.4 percent, exceeding the current guidelines by a significant amount. Our ratios would also exceed the future guidelines if we calculated them today based on the new definitions of capital and risk-weighted assets.

Dividends

The Bank is chartered under the laws of the State of Utah and its deposits are insured by the FDIC. The Bank's ability to pay dividends is subject to the laws of Utah and the regulations of the FDIC. Generally, under Utah's industrial bank laws and regulations as well as FDIC regulations, the Bank may pay dividends from its net profits without regulatory approval if, following the payment of the dividend, the Bank's capital and surplus would not be impaired. The Bank paid no dividends for the three months ended March 31, 2015 and 2014, respectively. For the foreseeable future, we expect the Bank to only pay dividends to the Company as may be necessary to provide for regularly scheduled dividends payable on the Company's Series A and Series B Preferred Stock.

Borrowed Funds

The Bank maintains discretionary uncommitted Federal Funds lines of credit with various correspondent banks, which totaled \$100 million at March 31, 2015. The interest rate charged to the Bank on these lines of credit is priced at Fed Funds plus a spread at the time of borrowing, and is payable daily. The Bank did not utilize these lines of credit in the three months ended March 31, 2015 and 2014.

The Bank established an account at the FRB to meet eligibility requirements for access to the Primary Credit borrowing facility at the FRB's Window. The Primary Credit borrowing facility is a lending program available to depository institutions that are in generally sound financial condition. All borrowings at the Window must be fully collateralized. We can pledge asset-backed and mortgage-backed securities, as well as FFELP consolidation and Private Education Loans to the FRB as collateral for borrowings at the Window. Generally, collateral value is assigned based on the estimated fair value of the pledged assets. At March 31, 2015 and December 31, 2014, the value of our pledged collateral at the FRB totaled approximately \$1.4 billion for both periods. The interest rate charged to us is the discount rate set by the FRB. We did not utilize this facility in the three months ended March 31, 2015 and 2014.

Critical Accounting Policies and Estimates

Management's Discussion and Analysis of Financial Condition and Results of Operations addresses our consolidated financial statements, which have been prepared in accordance with generally accepted accounting principles in the United States of America. A discussion of our critical accounting policies, which include allowance for loan losses, fair value measurement, transfers of financial assets and the VIE consolidation model and derivative accounting, can be found in our 2014 Form 10-K. There were no significant changes to these critical accounting policies during the first quarter of 2015.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

Interest Rate Sensitivity Analysis

Our interest rate risk management program seeks to manage and control interest rate risk, thereby reducing our exposure to fluctuations in interest rates and achieving consistent and acceptable levels of profit in any rate environment, and sustainable growth in net interest income over the long term. We evaluate and monitor interest rate risk through two primary methods:

- Earnings at Risk (“EAR”), which measures the impact of hypothetical changes in interest rates on net interest income; and
- Economic Value of Equity (“EVE”), which measures the sensitivity or change in the economic value of equity to changes in interest rates.

A number of potential interest rate scenarios are simulated using our asset liability management system. The Bank is the primary source of interest rate risk within the Company. The majority of the Bank’s assets are priced off of 1-month LIBOR. Therefore, 1-month LIBOR is considered a core rate in our interest rate risk analysis with many interest rate changes correlated to this rate for analytic purposes. In addition, each rate is modeled with a floor, which indicates how low each specific rate is likely to move in practice. Rates are adjusted up or down via a set of scenarios that includes both shocks and ramps. Shocks represent an immediate and sustained change in the market's 1-month LIBOR plus the resulting changes in other indices correlated accordingly. Ramps represent a linear increase in 1-month LIBOR over the course of 12 months plus the resulting changes in other indices correlated accordingly.

The following tables summarize the potential effect on earnings over the next 24 months and the potential effect on fair values of balance sheet assets and liabilities at March 31, 2015 and 2014, based upon a sensitivity analysis performed by management assuming a hypothetical increase in market interest rates of 100 basis points and 300 basis points while funding spreads remain constant. The EVE sensitivity is applied only to financial assets and liabilities, including hedging instruments that existed at the balance sheet date, and does not take into account new assets, liabilities or hedging instruments that may arise in 2015.

	March 31,			
	2015		2014	
	+300 Basis Points	+100 Basis Points	+300 Basis Points	+100 Basis Points
EAR - Shock	7.1 %	2.2 %	8.8 %	2.8 %
EAR - Ramp	5.9 %	1.9 %	6.7 %	2.0 %
EVE	(5.9)%	(2.7)%	(8.8)%	(3.5)%

A primary objective in our funding is to minimize our sensitivity to changing interest rates by generally funding our assets with liabilities of similar interest rate repricing characteristics. This funding objective is frequently obtained through the use of derivatives. Uncertainty in loan repayment cash flows and the pricing behavior of our non-maturity retail deposits pose challenges in achieving our interest rate risk objectives. In addition to these considerations, we can have a mismatch in the index (including the frequency of reset) of floating rate debt versus floating rate assets.

As part of its suite of financial products, the Bank offers fixed-rate Private Education Loans. As with other Private Education Loans, the term to maturity is lengthy, and the customer has the option to repay the loan faster than the promissory note requires. A portion of the fixed-rate loans have been hedged with derivatives, which have been used to convert a portion of variable rate funding to fixed-rate to match the anticipated cash flows of these loans. Any unhedged position arising from the fixed-rate loan portfolio is monitored and modeled to ensure that the interest rate risk does not cause the organization to exceed its policy limits for earnings at risk or for the value of equity at risk.

In the preceding tables the interest rate sensitivity analysis reflects the heavy balance sheet mix of fully variable LIBOR-based loans, which exceeds the mix of fully variable funding. The mix of fully variable funding includes brokered CDs that have been converted to LIBOR through derivative transactions. The analysis does not anticipate that retail MMDA or retail savings balances, while relatively sensitive to interest rate changes, will reprice to the full extent of interest rate shocks or ramps. Partially offsetting this asset sensitive position, is (i) the impact of FFELP loans, which receive floor income in low interest rate environments, and will therefore not reprice fully with interest rate shocks and (ii) the impact of a portion of our

fixed-rate loans that have not been fully match-funded through derivative transactions. Based on the assumptions used in this analysis the overall asset-sensitive position will generally cause net interest income to increase when interest rates rise.

Although we believe that these measurements provide an estimate of our interest rate sensitivity, they do not account for potential changes in credit quality and size of our balance sheet. They also do not account for other business developments that could affect net income, or for management actions that could affect net income or be taken to change our risk profile. Accordingly, we can give no assurance that actual results would not differ materially from the estimated outcomes of our simulations. Further, such simulations do not represent our current view of expected future interest rate movements.

Asset and Liability Funding Gap

The tables below present our assets and liabilities (funding) arranged by underlying indices as of March 31, 2015. In the following GAAP presentation, the funding gap only includes derivatives that qualify as effective hedges (those derivatives which are reflected in net interest margin, as opposed to those reflected in the “gains (losses) on derivatives and hedging activities, net” line on the consolidated statements of income). The difference between the asset and the funding is the funding gap for the specified index. This represents our exposure to interest rate risk in the form of basis risk and repricing risk, which is the risk that the different indices may reset at different frequencies or may not move in the same direction or at the same magnitude. (Note that all fixed-rate assets and liabilities are aggregated into one line item, which does not capture the differences in time due to maturity.)

(Dollars in billions) Index	Frequency of Variable Resets	Assets	Funding ⁽¹⁾	Funding Gap
3-month Treasury bill	weekly	\$ 0.2	\$ —	\$ 0.2
3-month LIBOR	quarterly	—	0.4	(0.4)
1-month LIBOR	monthly	8.0	3.8	4.2
1-month LIBOR	weekly	—	0.6	(0.6)
1-month LIBOR	daily	1.0	—	1.0
Non-Discrete reset ⁽²⁾	daily/weekly	0.9	2.7	(1.8)
Fixed Rate ⁽³⁾		2.8	5.4	(2.6)
Total		<u>\$ 12.9</u>	<u>\$ 12.9</u>	<u>\$ —</u>

⁽¹⁾ Funding (by index) includes all derivatives that qualify as hedges.

⁽²⁾ Assets include restricted and unrestricted cash equivalents and other overnight type instruments. Funding includes liquid retail deposits and the obligation to return cash collateral held related to derivatives exposures.

⁽³⁾ Assets include receivables and other assets (including premiums and reserves). Funding includes unswapped time deposits, liquid MMDA's swapped to fixed rates and stockholders' equity.

The “Funding Gap” in the above table shows primarily mismatches in the 1-month LIBOR assets with fixed-rate and Non-Discrete funding. We consider the risk to be moderate since the funding in the Non-Discrete bucket is our liquid retail portfolio, which we have significant flexibility to reprice at any time. The funding in the fixed bucket includes \$1.5 billion of equity and \$0.6 billion of non interest bearing liabilities.

We use interest rate swaps and other derivatives to achieve our risk management objectives. Our asset liability management strategy is to match assets with debt (in combination with derivatives) that have the same underlying index and reset frequency or have interest rate characteristics that we believe are highly correlated. The use of funding with index types and reset frequencies that are different from our assets exposes us to interest rate risk in the form of basis and repricing risk. This could result in our cost of funds not moving in the same direction or with the same magnitude as the yield on our assets. While we believe repricing risk is low, as all of these indices are short-term, with historical rate movements that are highly correlated over a long period of time, market disruptions (which have occurred in recent years) can lead to a temporary divergence between indices and result in a negative impact to our earnings.

Weighted Average Life

The following table reflects the weighted average life of our earning assets and liabilities at March 31, 2015.

<u>(Averages in Years)</u>	<u>Weighted Average Life</u>
Earning assets	
Education loans	6.4
Cash and investments	0.8
Total earning assets	5.9
Deposits	
Short-term deposits	0.1
Long-term deposits	3.0
Total deposits	1.1

Item 4. Controls and Procedures

Disclosure Controls and Procedures

Our management, with the participation of our principal executive officer and principal financial officer, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) as of March 31, 2015. Based on this evaluation, our principal executive officer and principal financial officer concluded that, as of March 31, 2015, our disclosure controls and procedures were effective to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is (a) recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms and (b) accumulated and communicated to our management, including our principal executive officer and principal financial officer as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Control over Financial Reporting

No change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) occurred during the fiscal quarter ended March 31, 2015 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

Legal Proceedings

We and our subsidiaries and affiliates are subject to various claims, lawsuits and other actions that arise in the normal course of business. We believe that these claims, lawsuits and other actions will not, individually or in the aggregate, have a material adverse effect on our business, financial condition or results of operations. In the ordinary course of business, it is common for the Company, our subsidiaries and affiliates to receive information and document requests and investigative demands from state attorneys general, legislative committees and administrative agencies. These requests may be for informational or regulatory purposes and may relate to our business practices, the industries in which we operate, or other companies with whom we conduct business. Our practice has been and continues to be to cooperate with these bodies and be responsive to any such requests.

Pursuant to the terms of the Spin-Off and applicable law, Navient assumed responsibility for all liabilities (whether accrued, contingent or otherwise and whether known or unknown) arising out of or resulting from the conduct of pre-Spin-Off SLM and its subsidiaries' businesses prior to the Spin-Off, other than certain specifically identified liabilities relating to the conduct of our consumer banking business. Nonetheless, given the prior usage of the Sallie Mae and SLM names by entities now owned by Navient, we and our subsidiaries may from time to time be improperly named as defendants in legal proceedings where the allegations at issue are the legal responsibility of Navient. Most of these legal proceedings involve matters that arose in the ordinary course of business of pre-Spin-Off SLM and we will not be providing information on these proceedings unless there are material issues of fact or disagreement with Navient as to the bases of the proceedings or responsibility therefor that we believe could have a material, adverse impact on our business, assets, financial condition, liquidity or outlook if not resolved in our favor.

For a description of these and other litigation to which we are a party, see our 2014 Form 10-K and subsequent filings with the SEC.

Regulatory Update

At the time of this filing, the Bank remains subject to the consent order (the "2014 FDIC Order") relating to the settlement of previously disclosed regulatory matters with the FDIC. Specifically, on May 13, 2014, the Bank reached settlements with the FDIC and the Department of Justice (the "DOJ") regarding disclosures and assessments of certain late fees, as well as compliance with the SCRA. The DOJ Order was approved by the U.S. District Court for the District of Delaware on September 29, 2014. Under the 2014 FDIC Order, the Bank agreed to pay \$3.3 million in fines and oversee the refund of up to \$30 million in late fees assessed on loans owned or originated by the Bank since its inception in November 2005.

Under the terms of the Separation and Distribution Agreement, Navient is responsible for funding all liabilities under the regulatory orders, other than fines directly levied against the Bank in connection with these matters. Under the DOJ Order, Navient is solely responsible for reimbursing SCRA benefits and related compensation on behalf of both its subsidiary, Navient Solutions, Inc., and the Bank.

As required by the 2014 FDIC Order and the DOJ Order, the Bank is implementing new SCRA policies, procedures and training, has updated billing statement disclosures, and is taking additional steps to ensure its third-party service providers are also fully compliant in these regards. The 2014 FDIC Order also requires the Bank to have its current compliance with consumer protection regulations audited by independent qualified audit personnel. The Bank is focused on achieving timely and comprehensive remediation of each item contained in the orders and on further enhancing its policies and practices to promote responsible financial practices, customer experience and compliance.

In May 2014, the Bank received a Civil Investigative Demand from the CFPB in the Bank's capacity as a former affiliate of Navient as part of the CFPB's separate investigation relating to fees and policies of pre-Spin-Off SLM during the period prior to the Spin-Off of Navient. We are cooperating fully with the CFPB, but are not in a position at this time to predict the duration or outcome of the investigation. Given the timeframe covered by this demand, Navient would be responsible for all costs, expenses, losses or remediation likely to arise from this investigation.

Item 1A. Risk Factors

Our business activities involve a variety of risks. Readers should carefully consider the risk factors disclosed in Item 1A., Risk Factors of our 2014 Form 10-K.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**Share Repurchases**

The following table provides information relating to our purchase of shares of our common stock in the three months ended March 31, 2015.

<u>(In thousands, except per share data)</u>	<u>Total Number of Shares Purchased⁽¹⁾</u>	<u>Average Price Paid per Share</u>	<u>Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs⁽²⁾</u>	<u>Approximate Dollar Value of Shares That May Yet Be Purchased Under Publicly Announced Plans or Programs⁽²⁾</u>
Period:				
January 1 - January 31, 2015	83	\$ 9.65	—	—
February 1 - February 28, 2015	1,030	\$ 9.45	—	—
March 1 - March 31, 2015	<u>276</u>	<u>\$ 9.46</u>	<u>—</u>	<u>—</u>
Total first-quarter 2015	<u>1,389</u>	<u>\$ 9.46</u>	<u>—</u>	<u>—</u>

⁽¹⁾ All shares purchased are the shares of our common stock tendered to us to satisfy the exercise price in connection with cashless exercises of stock options, and tax withholding obligations in connection with exercises of stock options and vesting of restricted stock and restricted stock units.

⁽²⁾ At the present time, the Company does not have a publicly announced share repurchase plan or program.

The closing price of our common stock on the NASDAQ Global Select Market on March 31, 2015 was \$9.28.

Item 3. Defaults Upon Senior Securities

Nothing to report.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

Nothing to report.

Item 6. Exhibits

The following exhibits are furnished or filed, as applicable:

- 3.1 Restated Certificate of Incorporation of the Company, dated February 25, 2015 (incorporated by reference to Exhibit 3.1 of the Company's Annual Report on Form 10-K filed on February 26, 2015).
- 10.1 Form of SLM Corporation 2012 Omnibus Incentive Plan, Bonus Restricted Stock Unit Term Sheet (one-year restriction), 2014 Management Incentive Plan Award.†
- 10.2 Form of SLM Corporation 2012 Omnibus Incentive Plan, Bonus Restricted Stock Unit Term Sheet (two-year restriction), 2014 Management Incentive Plan Award.†
- 10.3 Form of SLM Corporation 2012 Omnibus Incentive Plan, Bonus Restricted Stock Unit Term Sheet (three-year restriction), 2014 Management Incentive Plan Award.†
- 10.4 Form of SLM Corporation 2012 Omnibus Incentive Plan, Restricted Stock Unit Term Sheet - 2015.†
- 12.1 Computation of Ratio of Earnings to Fixed Charges and Preferred Stock Dividends.
- 31.1 Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- 31.2 Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- 32.1 Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- 32.2 Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- 101.INS XBRL Instance Document.
- 101.SCH XBRL Taxonomy Extension Schema Document.
- 101.CAL XBRL Taxonomy Extension Calculation Linkbase Document.
- 101.DEF XBRL Taxonomy Extension Definition Linkbase Document.
- 101.LAB XBRL Taxonomy Extension Label Linkbase Document.
- 101.PRE XBRL Taxonomy Extension Presentation Linkbase Document.

† Management Contract or Compensatory Plan or Arrangement

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
(Registrant)

By: _____ /s/ STEVEN J. MCGARRY

Steven J. McGarry
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

Date: April 22, 2015

SLM Corporation 2012 Omnibus Incentive Plan
Bonus Restricted Stock Unit Term Sheet
2014 Management Incentive Plan Award

This Bonus Restricted Stock Unit Term Sheet (this “Agreement”) further describes the terms of the Bonus RSUs granted to Grantee pursuant to the Bonus Restricted Stock Unit Grant Notice. The Bonus Restricted Stock Unit Grant Notice and the SLM Corporation 2012 Omnibus Incentive Plan (the “Plan”) are incorporated herein in their entirety.

1. Restrictions on Transfer. The Award is fully vested at grant, but subject to transfer restrictions (“Transfer Restrictions”), with such restrictions to lapse on February 10, 2016 upon such lapsing the subject portion of the Award shall be settled in shares of the Corporation’s common stock.
2. Employment Termination; Death; Disability. If not previously lapsed, the Transfer Restrictions will remain, and the Award will be converted into shares of common stock on the original terms and dates set forth above in the event that (i) the Grantee’s employment is terminated by the Corporation (or its subsidiaries) for any reason other than for Misconduct, as determined by the Corporation in its sole discretion, or (ii) the Grantee voluntarily ceases to be an employee of the Corporation (or its subsidiaries) for any reason.
If not previously lapsed, the Transfer Restrictions will lapse and the Award will be settled in shares of the Corporation’s common stock, upon death or Disability (provided that such Disability qualifies as a “disability” within the meaning of Treasury Regulation Section 1.409A-3(i)(4)).

The Award shall be forfeited upon termination of employment due to Misconduct, as determined by the Corporation in its sole discretion.

Notwithstanding anything stated herein, the Plan or in the SLM Corporation Change in Control Severance Plan for Senior Officers, this Award shall not be subject to the terms set forth in the SLM Corporation Change in Control Severance Plan for Senior Officers.

1. Taxes; Dividends. The Grantee of the Award shall make such arrangements as may reasonably be required by the Corporation, including transferring a sufficient number of shares of the Corporation’s common stock, to satisfy the income and employment tax withholding requirements that accrue upon the Award becoming vested or, if applicable, settled in shares of the Corporation’s common stock (by approving this Agreement, the Nominations, Governance, and Compensation Committee (the “Committee”) hereby approves the transfer of such shares to the Corporation for purposes of SEC Rule 16b-3). Dividends declared on vested Awards subject to transfer restrictions will not be paid currently. Instead, amounts equal to such dividends will be credited to an account established on behalf of the Grantee and such amounts will be deemed to be invested in additional shares of the Corporation’s common stock (“Dividend Equivalents”). Such Dividend Equivalents will be subject to the same schedule regarding the lapsing of transfer restrictions to which the Award is subject. Upon such lapsing of any portion of the Award, the amount of Dividend Equivalents allocable to such Award (and any fractional share amount) will also vest and will be converted into shares of the Corporation’s common stock (provided that any fractional share amount shall be paid in cash).
2. Section 409A. For purposes of section 409A of the Internal Revenue Code, the regulations and other guidance thereunder and any state law of similar effect (collectively “Section 409A”), each payment and benefit payable under this Agreement is hereby designated as a separate payment. The parties

intend that all Bonus RSUs provided under this Agreement and shares issuable hereunder comply with or be exempt from the requirements of Section 409A so that none of the payments or benefits will be subject to the adverse tax penalties imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. Notwithstanding anything in the Plan or this Agreement to the contrary, if the vesting of the balance, or some lesser portion of the balance, of the Bonus RSUs is to be accelerated in connection with the Grantee's termination of service, such accelerated Bonus RSUs will not be settled by virtue of such acceleration until and unless the Grantee has a "separation from service" within the meaning of Section Treasury Regulation 1.409A-1(h), as determined by the Corporation, in its sole discretion. Further, and notwithstanding anything in the Plan or this Agreement to the contrary, if (x) any of the Bonus RSUs to be provided in connection with the Grantee's separation from service do not qualify for any reason to be exempt from Section 409A, (y) the Grantee is, at the time of such separation from service, a "specified employee" (as defined in Treasury Regulation Section 1.409A-1(i)) and (z) the settlement of such Bonus RSUs would result in the imposition of additional tax under Section 409A if such settlement occurs on or within the six (6) month period following the Grantee's separation from service, then, to the extent necessary to avoid the imposition of such additional taxation, the settlement of any such Bonus RSUs during such six (6) month period will accrue and will not be settled until the date six (6) months and one (1) day following the date of the Grantee's separation from service and on such date (or, if earlier, the date of the Grantee's death), such Bonus RSUs will be settled.

3. Clawback Provision. Notwithstanding anything to the contrary herein, if the SLM Corporation Board of Directors (the "Board"), or an appropriate committee thereof, determines that, any material misstatement of financial results or a performance metric criteria has occurred as a result of the Grantee's conduct or the Grantee has committed a material violation of corporate policy or has committed fraud or Misconduct, then the Board or committee shall consider all factors, with particular scrutiny when one of the top 20 members of management are involved, and the Board or such committee, may in its sole discretion require reimbursement of any compensation resulting from the vesting, exercise or settlement of Options and/or Restricted Stock/RSUs/Bonus RSUs and the cancellation of any outstanding Options and/or Restricted Stock/RSUs/ Bonus RSUs from the Grantee (whether or not such individual is currently employed by the Corporation) during the three-year period following the date the Board first learns of the violation, fraud or Misconduct.
4. Securities Law Compliance. The Corporation may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any transfer or sale by the Grantee of any shares of the Corporation's common stock, including without limitation (a) restrictions under an insider trading policy and (b) restrictions that may be necessary in the absence of an effective registration statement under the Securities Act of 1933, as amended, covering the shares of the Corporation's common stock. The sale of the shares must also comply with other applicable laws and regulations governing the sale of such shares.
5. Data Privacy. As an essential term of this award, the Grantee consents to the collection, use and transfer, in electronic or other form, of personal data as described herein for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. By accepting this award, the Grantee acknowledges that the Corporation holds certain personal information about the Grantee, including, but not limited to, name, home address and telephone number, date of birth, social security number or other identification number, salary, tax rates and amounts, nationality, job title, any shares of stock held in the Corporation, details of all options or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding, for the purpose of implementing, administering and managing the Plan ("Data"). Grantee acknowledges that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in jurisdictions that may have different data privacy laws and protections, and Grantee authorizes the recipients to receive, possess, use, retain and transfer

the Data, in electronic or other form, for the purposes of implementing, administering and managing the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Grantee or the Corporation may elect to deposit any shares of the Corporation's common stock. Grantee acknowledges that Data may be held to implement, administer and manage the Grantee's participation in the Plan as determined by the Corporation, and that Grantee may request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, provided however, that refusing or withdrawing Grantee's consent may adversely affect Grantee's ability to participate in the Plan.

6. Electronic Delivery. The Corporation may, in its sole discretion, decide to deliver any documents related to any awards granted under the Plan by electronic means or to request Grantee's consent to participate in the Plan by electronic means. Grantee hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Corporation or another third party designated by the Corporation, and such consent shall remain in effect throughout Grantee's term of service with the Corporation (or its subsidiaries) and thereafter until withdrawn in writing by Grantee.
7. Board Interpretation. The Grantee hereby agrees to accept as binding, conclusive, and final all decisions and interpretations of the Board and, where applicable, the Committee concerning any questions arising under this Agreement or the Plan.
8. No Right to Continued Employment. Nothing in the Plan, in this Agreement or any other instrument executed pursuant thereto or hereto shall confer upon the Grantee any right to continued employment with the Corporation or any of its subsidiaries or affiliates.
9. Amendments for Accounting Charges. The Committee reserves the right to unilaterally amend this Agreement to reflect any changes in applicable law or financial accounting standards.
10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.
11. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, telefaxed or telecopied to, or, if mailed, when received by, the other party at the following addresses:
If to the Corporation to:

Human Resources Department
ATTN: Total Rewards
300 Continental Drive
Newark, DE 19713

If to the Grantee, to (i) the last address maintained in the Corporation's Human Resources files for the Grantee or (ii) the Grantee's mail delivery code or place of work at the Corporation (or its subsidiaries).

12. Plan Controls; Entire Agreement; Capitalized Terms. In the event of any conflict between the provisions of this Agreement and the provisions of the Plan, the terms of the Plan control, except as expressly stated otherwise herein. This Agreement, the Plan and the Bonus Restricted Stock Unit Grant Notice together set forth the entire agreement and understanding between the parties as to the subject matter hereof and supersede all prior oral and written and all contemporaneous or subsequent oral discussions, agreements and understandings of any kind or nature. Capitalized terms not defined herein shall have the meanings as described in the Plan or in the Bonus Restricted Stock Unit Grant Notice.

13. Miscellaneous. In the event that any provision of this Agreement is declared to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, such provision shall be reformed, if possible, to the extent necessary to render it legal, valid and enforceable, or otherwise deleted, and the remainder of this Agreement shall not be affected except to the extent necessary to reform or delete such illegal, invalid or unenforceable provision. The headings in this Agreement are solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect. The Grantee shall cooperate and take such actions as may be reasonably requested by the Corporation in order to carry out the provisions and purposes of the Agreement. The Grantee is responsible for complying with all laws applicable to Grantee, including federal and state securities reporting laws.

Grantee is deemed to accept this Award of Bonus RSUs under this Agreement and to agree that such Award is subject to the terms and conditions set forth in this Agreement and the Plan unless Grantee provides the Corporation written notification of Grantee's rejection of this Award of Bonus RSUs not later than 30 days after Grantee's receipt of notice of the posting of this Agreement on-line or through electronic means (in which case such Award will be forfeited and Grantee shall have no further right or interest therein as of such date).

SLM Corporation 2012 Omnibus Incentive Plan
Bonus Restricted Stock Unit Term Sheet
2014 Management Incentive Plan Award

This Bonus Restricted Stock Unit Term Sheet (this “Agreement”) further describes the terms of the Bonus RSUs granted to Grantee pursuant to the Bonus Restricted Stock Unit Grant Notice. The Bonus Restricted Stock Unit Grant Notice and the SLM Corporation 2012 Omnibus Incentive Plan (the “Plan”) are incorporated herein in their entirety.

1. Restrictions on Transfer. The Award is fully vested at grant, but subject to transfer restrictions (“Transfer Restrictions”), with such restrictions to lapse ratably over two years in one-half increments on February 10 in each of 2016 and 2017 upon such lapsing the subject portion of the Award shall be settled in shares of the Corporation’s common stock.
2. Employment Termination; Death; Disability. If not previously lapsed, the Transfer Restrictions will remain, and the Award will be converted into shares of common stock on the original terms and dates set forth above in the event that (i) the Grantee’s employment is terminated by the Corporation (or its subsidiaries) for any reason other than for Misconduct, as determined by the Corporation in its sole discretion, or (ii) the Grantee voluntarily ceases to be an employee of the Corporation (or its subsidiaries) for any reason.
If not previously lapsed, the Transfer Restrictions will lapse and the Award will be settled in shares of the Corporation’s common stock, upon death or Disability (provided that such Disability qualifies as a “disability” within the meaning of Treasury Regulation Section 1.409A-3(i)(4)).

The Award shall be forfeited upon termination of employment due to Misconduct, as determined by the Corporation in its sole discretion.

Notwithstanding anything stated herein, the Plan or in the SLM Corporation Change in Control Severance Plan for Senior Officers, this Award shall not be subject to the terms set forth in the SLM Corporation Change in Control Severance Plan for Senior Officers.

1. Taxes; Dividends. The Grantee of the Award shall make such arrangements as may reasonably be required by the Corporation, including transferring a sufficient number of shares of the Corporation’s common stock, to satisfy the income and employment tax withholding requirements that accrue upon the Award becoming vested or, if applicable, settled in shares of the Corporation’s common stock (by approving this Agreement, the Nominations, Governance, and Compensation Committee (the “Committee”) hereby approves the transfer of such shares to the Corporation for purposes of SEC Rule 16b-3). Dividends declared on vested Awards subject to transfer restrictions will not be paid currently. Instead, amounts equal to such dividends will be credited to an account established on behalf of the Grantee and such amounts will be deemed to be invested in additional shares of the Corporation’s common stock (“Dividend Equivalents”). Such Dividend Equivalents will be subject to the same schedule regarding the lapsing of transfer restrictions to which the Award is subject. Upon such lapsing of any portion of the Award, the amount of Dividend Equivalents allocable to such Award (and any fractional share amount) will also vest and will be converted into shares of the Corporation’s common stock (provided that any fractional share amount shall be paid in cash).

2. Section 409A. For purposes of section 409A of the Internal Revenue Code, the regulations and other guidance thereunder and any state law of similar effect (collectively “Section 409A”), each payment and benefit payable under this Agreement is hereby designated as a separate payment. The parties intend that all Bonus RSUs provided under this Agreement and shares issuable hereunder comply with or be exempt from the requirements of Section 409A so that none of the payments or benefits will be subject to the adverse tax penalties imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. Notwithstanding anything in the Plan or this Agreement to the contrary, if the vesting of the balance, or some lesser portion of the balance, of the Bonus RSUs is to be accelerated in connection with the Grantee’s termination of service, such accelerated Bonus RSUs will not be settled by virtue of such acceleration until and unless the Grantee has a “separation from service” within the meaning of Section Treasury Regulation 1.409A-1(h), as determined by the Corporation, in its sole discretion. Further, and notwithstanding anything in the Plan or this Agreement to the contrary, if (x) any of the Bonus RSUs to be provided in connection with the Grantee’s separation from service do not qualify for any reason to be exempt from Section 409A, (y) the Grantee is, at the time of such separation from service, a “specified employee” (as defined in Treasury Regulation Section 1.409A-1(i)) and (z) the settlement of such Bonus RSUs would result in the imposition of additional tax under Section 409A if such settlement occurs on or within the six (6) month period following the Grantee’s separation from service, then, to the extent necessary to avoid the imposition of such additional taxation, the settlement of any such Bonus RSUs during such six (6) month period will accrue and will not be settled until the date six (6) months and one (1) day following the date of the Grantee’s separation from service and on such date (or, if earlier, the date of the Grantee’s death), such Bonus RSUs will be settled.
3. Clawback Provision. Notwithstanding anything to the contrary herein, if the SLM Corporation Board of Directors (the “Board”), or an appropriate committee thereof, determines that, any material misstatement of financial results or a performance metric criteria has occurred as a result of the Grantee’s conduct or the Grantee has committed a material violation of corporate policy or has committed fraud or Misconduct, then the Board or committee shall consider all factors, with particular scrutiny when one of the top 20 members of management are involved, and the Board or such committee, may in its sole discretion require reimbursement of any compensation resulting from the vesting, exercise or settlement of Options and/or Restricted Stock/RSUs/Bonus RSUs and the cancellation of any outstanding Options and/or Restricted Stock/RSUs/ Bonus RSUs from the Grantee (whether or not such individual is currently employed by the Corporation) during the three-year period following the date the Board first learns of the violation, fraud or Misconduct.
4. Securities Law Compliance. The Corporation may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any transfer or sale by the Grantee of any shares of the Corporation’s common stock, including without limitation (a) restrictions under an insider trading policy and (b) restrictions that may be necessary in the absence of an effective registration statement under the Securities Act of 1933, as amended, covering the shares of the Corporation’s common stock. The sale of the shares must also comply with other applicable laws and regulations governing the sale of such shares.
5. Data Privacy. As an essential term of this award, the Grantee consents to the collection, use and transfer, in electronic or other form, of personal data as described herein for the exclusive purpose of implementing, administering and managing Grantee’s participation in the Plan. By accepting this award, the Grantee acknowledges that the Corporation holds certain personal information about the Grantee, including, but not limited to, name, home address and telephone number, date of birth, social security number or other identification number, salary, tax rates and amounts, nationality, job title, any shares of stock held in the Corporation, details of all options or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding, for the purpose of implementing, administering and managing the Plan (“Data”). Grantee acknowledges that Data may

be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in jurisdictions that may have different data privacy laws and protections, and Grantee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Grantee or the Corporation may elect to deposit any shares of the Corporation's common stock. Grantee acknowledges that Data may be held to implement, administer and manage the Grantee's participation in the Plan as determined by the Corporation, and that Grantee may request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, provided however, that refusing or withdrawing Grantee's consent may adversely affect Grantee's ability to participate in the Plan.

6. Electronic Delivery. The Corporation may, in its sole discretion, decide to deliver any documents related to any awards granted under the Plan by electronic means or to request Grantee's consent to participate in the Plan by electronic means. Grantee hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Corporation or another third party designated by the Corporation, and such consent shall remain in effect throughout Grantee's term of service with the Corporation (or its subsidiaries) and thereafter until withdrawn in writing by Grantee.
7. Board Interpretation. The Grantee hereby agrees to accept as binding, conclusive, and final all decisions and interpretations of the Board and, where applicable, the Committee concerning any questions arising under this Agreement or the Plan.
8. No Right to Continued Employment. Nothing in the Plan, in this Agreement or any other instrument executed pursuant thereto or hereto shall confer upon the Grantee any right to continued employment with the Corporation or any of its subsidiaries or affiliates.
9. Amendments for Accounting Charges. The Committee reserves the right to unilaterally amend this Agreement to reflect any changes in applicable law or financial accounting standards.
10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.
11. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, telefaxed or telecopied to, or, if mailed, when received by, the other party at the following addresses:

If to the Corporation to:

Human Resources Department
ATTN: Total Rewards
300 Continental Drive
Newark, DE 19713

If to the Grantee, to (i) the last address maintained in the Corporation's Human Resources files for the Grantee or (ii) the Grantee's mail delivery code or place of work at the Corporation (or its subsidiaries).

12. Plan Controls; Entire Agreement; Capitalized Terms. In the event of any conflict between the provisions of this Agreement and the provisions of the Plan, the terms of the Plan control, except as expressly stated otherwise herein. This Agreement, the Plan and the Bonus Restricted Stock Unit Grant Notice together set forth the entire agreement and understanding between the parties as to the subject matter hereof and supersede all prior oral and written and all contemporaneous or subsequent oral discussions, agreements and understandings of any kind or nature. Capitalized terms not defined

herein shall have the meanings as described in the Plan or in the Bonus Restricted Stock Unit Grant Notice.

13. Miscellaneous. In the event that any provision of this Agreement is declared to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, such provision shall be reformed, if possible, to the extent necessary to render it legal, valid and enforceable, or otherwise deleted, and the remainder of this Agreement shall not be affected except to the extent necessary to reform or delete such illegal, invalid or unenforceable provision. The headings in this Agreement are solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect. The Grantee shall cooperate and take such actions as may be reasonably requested by the Corporation in order to carry out the provisions and purposes of the Agreement. The Grantee is responsible for complying with all laws applicable to Grantee, including federal and state securities reporting laws.

Grantee is deemed to accept this Award of Bonus RSUs under this Agreement and to agree that such Award is subject to the terms and conditions set forth in this Agreement and the Plan unless Grantee provides the Corporation written notification of Grantee's rejection of this Award of Bonus RSUs not later than 30 days after Grantee's receipt of notice of the posting of this Agreement on-line or through electronic means (in which case such Award will be forfeited and Grantee shall have no further right or interest therein as of such date).

SLM Corporation 2012 Omnibus Incentive Plan
Bonus Restricted Stock Unit Term Sheet
2014 Management Incentive Plan Award

This Bonus Restricted Stock Unit Term Sheet (this “Agreement”) further describes the terms of the Bonus RSUs granted to Grantee pursuant to the Bonus Restricted Stock Unit Grant Notice. The Bonus Restricted Stock Unit Grant Notice and the SLM Corporation 2012 Omnibus Incentive Plan (the “Plan”) are incorporated herein in their entirety.

1. Restrictions on Transfer. The Award is fully vested at grant, but subject to transfer restrictions (“Transfer Restrictions”), with such restrictions to lapse ratably over three years in one-third increments on February 10 in each of 2016, 2017 and 2018 upon such lapsing the subject portion of the Award shall be settled in shares of the Corporation’s common stock.
2. Employment Termination; Death; Disability. If not previously lapsed, the Transfer Restrictions will remain, and the Award will be converted into shares of common stock on the original terms and dates set forth above in the event that (i) the Grantee’s employment is terminated by the Corporation (or its subsidiaries) for any reason other than for Misconduct, as determined by the Corporation in its sole discretion, or (ii) the Grantee voluntarily ceases to be an employee of the Corporation (or its subsidiaries) for any reason.
If not previously lapsed, the Transfer Restrictions will lapse and the Award will be settled in shares of the Corporation’s common stock, upon death or Disability (provided that such Disability qualifies as a “disability” within the meaning of Treasury Regulation Section 1.409A-3(i)(4)).

The Award shall be forfeited upon termination of employment due to Misconduct, as determined by the Corporation in its sole discretion.

Notwithstanding anything stated herein, the Plan or in the SLM Corporation Change in Control Severance Plan for Senior Officers, this Award shall not be subject to the terms set forth in the SLM Corporation Change in Control Severance Plan for Senior Officers.

1. Taxes; Dividends. The Grantee of the Award shall make such arrangements as may reasonably be required by the Corporation, including transferring a sufficient number of shares of the Corporation’s common stock, to satisfy the income and employment tax withholding requirements that accrue upon the Award becoming vested or, if applicable, settled in shares of the Corporation’s common stock (by approving this Agreement, the Nominations, Governance, and Compensation Committee (the “Committee”) hereby approves the transfer of such shares to the Corporation for purposes of SEC Rule 16b-3). Dividends declared on vested Awards subject to transfer restrictions will not be paid currently. Instead, amounts equal to such dividends will be credited to an account established on behalf of the Grantee and such amounts will be deemed to be invested in additional shares of the Corporation’s common stock (“Dividend Equivalents”). Such Dividend Equivalents will be subject to the same schedule regarding the lapsing of transfer restrictions to which the Award is subject. Upon such lapsing of any portion of the Award, the amount of Dividend Equivalents allocable to such Award (and any fractional share amount) will also vest and will be converted into shares of the Corporation’s common stock (provided that any fractional share amount shall be paid in cash).

2. Section 409A. For purposes of section 409A of the Internal Revenue Code, the regulations and other guidance thereunder and any state law of similar effect (collectively “Section 409A”), each payment and benefit payable under this Agreement is hereby designated as a separate payment. The parties intend that all Bonus RSUs provided under this Agreement and shares issuable hereunder comply with or be exempt from the requirements of Section 409A so that none of the payments or benefits will be subject to the adverse tax penalties imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. Notwithstanding anything in the Plan or this Agreement to the contrary, if the vesting of the balance, or some lesser portion of the balance, of the Bonus RSUs is to be accelerated in connection with the Grantee’s termination of service, such accelerated Bonus RSUs will not be settled by virtue of such acceleration until and unless the Grantee has a “separation from service” within the meaning of Section Treasury Regulation 1.409A-1(h), as determined by the Corporation, in its sole discretion. Further, and notwithstanding anything in the Plan or this Agreement to the contrary, if (x) any of the Bonus RSUs to be provided in connection with the Grantee’s separation from service do not qualify for any reason to be exempt from Section 409A, (y) the Grantee is, at the time of such separation from service, a “specified employee” (as defined in Treasury Regulation Section 1.409A-1(i)) and (z) the settlement of such Bonus RSUs would result in the imposition of additional tax under Section 409A if such settlement occurs on or within the six (6) month period following the Grantee’s separation from service, then, to the extent necessary to avoid the imposition of such additional taxation, the settlement of any such Bonus RSUs during such six (6) month period will accrue and will not be settled until the date six (6) months and one (1) day following the date of the Grantee’s separation from service and on such date (or, if earlier, the date of the Grantee’s death), such Bonus RSUs will be settled.
3. Clawback Provision. Notwithstanding anything to the contrary herein, if the SLM Corporation Board of Directors (the “Board”), or an appropriate committee thereof, determines that, any material misstatement of financial results or a performance metric criteria has occurred as a result of the Grantee’s conduct or the Grantee has committed a material violation of corporate policy or has committed fraud or Misconduct, then the Board or committee shall consider all factors, with particular scrutiny when one of the top 20 members of management are involved, and the Board or such committee, may in its sole discretion require reimbursement of any compensation resulting from the vesting, exercise or settlement of Options and/or Restricted Stock/RSUs/Bonus RSUs and the cancellation of any outstanding Options and/or Restricted Stock/RSUs/ Bonus RSUs from the Grantee (whether or not such individual is currently employed by the Corporation) during the three-year period following the date the Board first learns of the violation, fraud or Misconduct.
4. Securities Law Compliance. The Corporation may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any transfer or sale by the Grantee of any shares of the Corporation’s common stock, including without limitation (a) restrictions under an insider trading policy and (b) restrictions that may be necessary in the absence of an effective registration statement under the Securities Act of 1933, as amended, covering the shares of the Corporation’s common stock. The sale of the shares must also comply with other applicable laws and regulations governing the sale of such shares.
5. Data Privacy. As an essential term of this award, the Grantee consents to the collection, use and transfer, in electronic or other form, of personal data as described herein for the exclusive purpose of implementing, administering and managing Grantee’s participation in the Plan. By accepting this award, the Grantee acknowledges that the Corporation holds certain personal information about the Grantee, including, but not limited to, name, home address and telephone number, date of birth, social security number or other identification number, salary, tax rates and amounts, nationality, job title, any shares of stock held in the Corporation, details of all options or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding, for the purpose of implementing, administering and managing the Plan (“Data”). Grantee acknowledges that Data may

be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in jurisdictions that may have different data privacy laws and protections, and Grantee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Grantee or the Corporation may elect to deposit any shares of the Corporation's common stock. Grantee acknowledges that Data may be held to implement, administer and manage the Grantee's participation in the Plan as determined by the Corporation, and that Grantee may request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, provided however, that refusing or withdrawing Grantee's consent may adversely affect Grantee's ability to participate in the Plan.

6. Electronic Delivery. The Corporation may, in its sole discretion, decide to deliver any documents related to any awards granted under the Plan by electronic means or to request Grantee's consent to participate in the Plan by electronic means. Grantee hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Corporation or another third party designated by the Corporation, and such consent shall remain in effect throughout Grantee's term of service with the Corporation (or its subsidiaries) and thereafter until withdrawn in writing by Grantee.
7. Board Interpretation. The Grantee hereby agrees to accept as binding, conclusive, and final all decisions and interpretations of the Board and, where applicable, the Committee concerning any questions arising under this Agreement or the Plan.
8. No Right to Continued Employment. Nothing in the Plan, in this Agreement or any other instrument executed pursuant thereto or hereto shall confer upon the Grantee any right to continued employment with the Corporation or any of its subsidiaries or affiliates.
9. Amendments for Accounting Charges. The Committee reserves the right to unilaterally amend this Agreement to reflect any changes in applicable law or financial accounting standards.
10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.
11. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, telefaxed or telecopied to, or, if mailed, when received by, the other party at the following addresses:

If to the Corporation to:

Human Resources Department
ATTN: Total Rewards
300 Continental Drive
Newark, DE 19713

If to the Grantee, to (i) the last address maintained in the Corporation's Human Resources files for the Grantee or (ii) the Grantee's mail delivery code or place of work at the Corporation (or its subsidiaries).

12. Plan Controls; Entire Agreement; Capitalized Terms. In the event of any conflict between the provisions of this Agreement and the provisions of the Plan, the terms of the Plan control, except as expressly stated otherwise herein. This Agreement, the Plan and the Bonus Restricted Stock Unit Grant Notice together set forth the entire agreement and understanding between the parties as to the subject matter hereof and supersede all prior oral and written and all contemporaneous or subsequent oral discussions, agreements and understandings of any kind or nature. Capitalized terms not defined

herein shall have the meanings as described in the Plan or in the Bonus Restricted Stock Unit Grant Notice.

13. Miscellaneous. In the event that any provision of this Agreement is declared to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, such provision shall be reformed, if possible, to the extent necessary to render it legal, valid and enforceable, or otherwise deleted, and the remainder of this Agreement shall not be affected except to the extent necessary to reform or delete such illegal, invalid or unenforceable provision. The headings in this Agreement are solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect. The Grantee shall cooperate and take such actions as may be reasonably requested by the Corporation in order to carry out the provisions and purposes of the Agreement. The Grantee is responsible for complying with all laws applicable to Grantee, including federal and state securities reporting laws.

Grantee is deemed to accept this Award of Bonus RSUs under this Agreement and to agree that such Award is subject to the terms and conditions set forth in this Agreement and the Plan unless Grantee provides the Corporation written notification of Grantee's rejection of this Award of Bonus RSUs not later than 30 days after Grantee's receipt of notice of the posting of this Agreement on-line or through electronic means (in which case such Award will be forfeited and Grantee shall have no further right or interest therein as of such date).

SLM Corporation 2012 Omnibus Incentive Plan

Restricted Stock Unit Term Sheet

This Restricted Stock Unit Term Sheet (this “Agreement”) further describes the terms of the RSUs granted to Grantee pursuant to the Restricted Stock Unit Grant Notice. The Restricted Stock Unit Grant Notice and the SLM Corporation 2012 Omnibus Incentive Plan (the “Plan”) are incorporated herein in their entirety.

1. Vesting Schedule. Unless vested earlier as set forth below, the Award will vest, and will be converted into shares of common stock, in one-third increments on each of the first, second and third anniversary of the Grant Date.
2. Employment Termination; Death; Disability. Except as provided below, if the Grantee voluntarily ceases to be an employee of SLM Corporation (the “Corporation”) (or one of its subsidiaries) for any reason or his or her employment is terminated by the Corporation for Misconduct (as defined below), he/she shall forfeit any portion of the Award that has not vested as of the date of such termination of employment. For purposes of this Agreement, “Misconduct” is defined as an act of embezzlement, fraud, dishonesty, nonpayment of any obligation owed to the Corporation, breach of fiduciary duty or deliberate disregard of Corporation rules; an unauthorized disclosure of any Corporation trade secret or confidential information; any conduct constituting unfair competition; inducing any customer of the Corporation to breach a contract with the Corporation or any principal for whom the Corporation acts as agent to terminate such agency relationship; or engaging in any other act or conduct proscribed by the senior human resources officer as Misconduct.
If not previously vested, the Award will continue to vest, and will be converted into shares of common stock, on the original vesting terms and vesting dates set forth above in the event that (i) the Grantee’s employment is terminated by the Corporation for any reason other than for Misconduct or (ii) the Grantee voluntarily ceases to be an employee of the Corporation (or one of its subsidiaries) and meets the Corporation’s retirement eligibility requirements under the Corporation’s retirement eligibility policy in effect on the Grant Date, which shall be determined by the Corporation in its sole discretion.

If not previously vested, the Award will vest, and will be converted into shares of common stock, upon death or Disability (provided that such Disability qualifies as a “disability” within the meaning of Treasury Regulation Section 1.409A-3(i)(4)).

The Award shall be forfeited upon termination of employment due to Misconduct.

Notwithstanding anything stated herein, the Plan or in the SLM Corporation Change in Control Severance Plan for Senior Officers, this Award shall not be subject to the terms set forth in the SLM Corporation Change in Control Severance Plan for Senior Officers.

3. Change in Control. Notwithstanding anything to the contrary in this Agreement:
 - (a) In the event of a Change in Control in which the acquiring or surviving company in the transaction does not assume or continue outstanding Awards upon the Change in Control, then any portion of the Award that is not vested shall become 100 percent vested; provided, however, the conversion of the accelerated portion of the RSUs into shares of common stock (i.e., the settlement of the Award) will nevertheless be made at the same time or times as if such RSUs had vested in accordance with the vesting schedule set forth in Section 1 or, if earlier, upon the termination of Grantee’s employment for reasons other than Misconduct.
 - (b) If Grantee’s employment shall terminate within twenty-four months following a Change in Control for any reason other than (i) by the Company for Misconduct or (ii) by Grantee’s voluntary termination of employment that is not a Termination of Employment for Good Reason, as defined in the Change in Control Severance Plan for Senior Officers (if applicable to the Grantee), any portion of the Award not previously vested shall immediately become vested, and shall be converted into shares of common stock, upon such employment termination.

4. Taxes; Dividends. The Grantee of the Award shall make such arrangements as may reasonably be required by the Corporation, including transferring a sufficient number of shares of the Corporation's common stock, to satisfy the income and employment tax withholding requirements that accrue upon the Award becoming vested or, if applicable, settled in shares of the Corporation's common stock (by approving this Agreement, the Nominations, Governance, and Compensation Committee (the "Committee") hereby approves the transfer of such shares to the Corporation for purposes of SEC Rule 16b-3). Dividends declared on an unvested Award will not be paid currently. Instead, amounts equal to such dividends will be credited to an account established on behalf of the Grantee and such amounts will be deemed to be invested in additional shares of the Corporation's common stock ("Dividend Equivalents"). Such Dividend Equivalents will be subject to the same vesting schedule to which the Award is subject. Upon vesting of any portion of the Award, the amount of Dividend Equivalents allocable to such Award (and any fractional share amount) will also vest and will be converted into shares of the Corporation's common stock (provided that any fractional share amount shall be paid in cash).
5. Section 409A. For purposes of section 409A of the Internal Revenue Code, the regulations and other guidance thereunder and any state law of similar effect (collectively "Section 409A"), each payment and benefit payable under this Agreement is hereby designated as a separate payment. The parties intend that all RSUs provided under this Agreement and shares issuable hereunder comply with or be exempt from the requirements of Section 409A so that none of the payments or benefits will be subject to the adverse tax penalties imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. Notwithstanding anything in the Plan or this Agreement to the contrary, if the vesting of the balance, or some lesser portion of the balance, of the RSUs is to be accelerated in connection with the Grantee's termination of service, such accelerated RSUs will not be settled by virtue of such acceleration until and unless the Grantee has a "separation from service" within the meaning of Section Treasury Regulation 1.409A-1(h), as determined by the Corporation, in its sole discretion. Further, and notwithstanding anything in the Plan or this Agreement to the contrary, if (x) any of the RSUs to be provided in connection with the Grantee's separation from service do not qualify for any reason to be exempt from Section 409A, (y) the Grantee is, at the time of such separation from service, a "specified employee" (as defined in Treasury Regulation Section 1.409A-1(i)) and (z) the settlement of such RSUs would result in the imposition of additional tax under Section 409A if such settlement occurs on or within the six (6) month period following the Grantee's separation from service, then, to the extent necessary to avoid the imposition of such additional taxation, the settlement of any such RSUs during such six (6) month period will accrue and will not be settled until the date six (6) months and one (1) day following the date of the Grantee's separation from service and on such date (or, if earlier, the date of the Grantee's death), such RSUs will be settled.
6. Clawback Provision. Notwithstanding anything to the contrary herein, if the SLM Corporation Board of Directors (the "Board"), or an appropriate committee thereof, determines that, any material misstatement of financial results or a performance metric criteria has occurred as a result of the Grantee's conduct or the Grantee has committed a material violation of corporate policy or has committed fraud or Misconduct, then the Board or committee shall consider all factors, with particular scrutiny when one of the top 20 members of management are involved, and the Board or such committee, may in its sole discretion require reimbursement of any compensation resulting from the vesting, exercise or settlement of Options and/or Restricted Stock/RSUs and the cancellation of any outstanding Options and/or Restricted Stock/RSUs from the Grantee (whether or not such individual is currently employed by the Corporation) during the three-year period following the date the Board first learns of the violation, fraud or Misconduct.
7. Securities Law Compliance. The Corporation may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any transfer or sale by the Grantee of any shares of the Corporation's common stock, including without limitation (a) restrictions under an insider trading policy and (b) restrictions that may be necessary in the absence of an effective registration statement under the Securities Act of 1933, as amended, covering the shares of the Corporation's common stock. The sale of the shares must also comply with other applicable laws and regulations governing the sale of such shares.
8. Data Privacy. As an essential term of this award, the Grantee consents to the collection, use and transfer, in electronic or other form, of personal data as described herein for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. By accepting this award, the Grantee acknowledges that the Corporation holds certain personal information about the Grantee, including, but not limited to, name, home address and telephone number, date of birth, social security number or other identification number, salary, tax rates and amounts, nationality, job title, any shares of stock held in the Corporation, details of all options or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding, for the purpose of implementing, administering and managing the Plan ("Data"). Grantee acknowledges that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in jurisdictions that may have different data privacy laws and protections, and Grantee authorizes the recipients to receive, possess, use, retain and transfer the

Data, in electronic or other form, for the purposes of implementing, administering and managing the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Grantee or the Corporation may elect to deposit any shares of the Corporation's common stock. Grantee acknowledges that Data may be held to implement, administer and manage the Grantee's participation in the Plan as determined by the Corporation, and that Grantee may request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, provided however, that refusing or withdrawing Grantee's consent may adversely affect Grantee's ability to participate in the Plan.

9. Electronic Delivery. The Corporation may, in its sole discretion, decide to deliver any documents related to any awards granted under the Plan by electronic means or to request Grantee's consent to participate in the Plan by electronic means. Grantee hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Corporation or another third party designated by the Corporation, and such consent shall remain in effect throughout Grantee's term of service with the Corporation (or its subsidiaries) and thereafter until withdrawn in writing by Grantee.
10. Board Interpretation. The Grantee hereby agrees to accept as binding, conclusive, and final all decisions and interpretations of the Board and, where applicable, the Committee concerning any questions arising under this Agreement or the Plan.
11. No Right to Continued Employment. Nothing in the Plan, in this Agreement or any other instrument executed pursuant thereto or hereto shall confer upon the Grantee any right to continued employment with the Corporation or any of its subsidiaries or affiliates.
12. Amendments for Accounting Charges. The Committee reserves the right to unilaterally amend this Agreement to reflect any changes in applicable law or financial accounting standards.
13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.
14. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, telefaxed or telecopied to, or, if mailed, when received by, the other party at the following addresses:
If to the Corporation to:

Human Resources Department
ATTN: Total Rewards
300 Continental Drive
Newark, DE 19713

If to the Grantee, to (i) the last address maintained in the Corporation's Human Resources files for the Grantee or (ii) the Grantee's mail delivery code or place of work at the Corporation (or its subsidiaries).
15. Plan Controls; Entire Agreement; Capitalized Terms. In the event of any conflict between the provisions of this Agreement and the provisions of the Plan, the terms of the Plan control, except as expressly stated otherwise herein. This Agreement, the Plan and the Restricted Stock Unit Grant Notice together set forth the entire agreement and understanding between the parties as to the subject matter hereof and supersede all prior oral and written and all contemporaneous or subsequent oral discussions, agreements and understandings of any kind or nature. Capitalized terms not defined herein shall have the meanings as described in the Plan or in the Restricted Stock Unit Grant Notice.
16. Miscellaneous. In the event that any provision of this Agreement is declared to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, such provision shall be reformed, if possible, to the extent necessary to render it legal, valid and enforceable, or otherwise deleted, and the remainder of this Agreement shall not be affected except to the extent necessary to reform or delete such illegal, invalid or unenforceable provision. The headings in this Agreement are solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect. The Grantee shall cooperate and take such actions as may be reasonably requested by the Corporation in order to carry out the provisions and purposes of the Agreement. The Grantee is responsible for complying with all laws applicable to Grantee, including federal and state securities reporting laws.

Grantee is deemed to accept this Award of RSUs under this Agreement and to agree that such Award is subject to the terms and conditions set forth in this Agreement and the Plan unless Grantee provides the Corporation written notification of Grantee's rejection of this Award of RSUs not later than 30 days after Grantee's receipt of notice of the posting of this Agreement on-line or through electronic means (in which case such Award will be forfeited and Grantee shall have no further right or interest therein as of such date).

SLM CORPORATION
COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES AND PREFERRED STOCK DIVIDENDS
(Dollars in thousands)

	Years Ended December 31,					Three Months Ended March 31,	
	2010	2011	2012	2013	2014	2014	2015
Income (loss) before income tax expense (benefit)	\$ (122,669)	\$ 87,848	\$ 341,871	\$ 416,528	\$ 333,752	\$ 75,672	\$ 79,421
Add: Fixed charges	146,256	107,896	84,708	91,182	98,404	22,991	31,286
Total earnings	\$ 23,587	\$ 195,744	\$ 426,579	\$ 507,710	\$ 432,156	\$ 98,663	\$ 110,707
Interest expense	\$ 143,927	\$ 105,385	\$ 82,911	\$ 89,085	\$ 95,815	\$ 22,631	\$ 30,402
Rental expense, net of income	2,329	2,511	1,797	2,097	2,589	359	884
Total fixed charges	146,256	107,896	84,708	91,182	98,404	22,990	31,286
Preferred stock dividends	—	—	—	—	12,933	—	4,823
Total fixed charges and preferred stock dividends	\$ 146,256	\$ 107,896	\$ 84,708	\$ 91,182	\$ 111,337	\$ 22,990	\$ 36,109
Ratio of earnings to fixed charges^{(1) (2)}	—	1.81	5.04	5.57	4.39	4.29	3.54
Ratio of earnings to fixed charges and preferred stock dividends^{(1) (2)}	—	1.81	5.04	5.57	3.88	4.29	3.07

(1) For purposes of computing these ratios, earnings represent income (loss) before income tax expense plus fixed charges. Fixed charges represent interest expensed and capitalized plus one-third (the proportion deemed representative of the interest factor) of rents, net of income from subleases.

(2) Due to a pre-tax loss from operations of \$122,669 for the year ended December 31, 2010, the ratio coverage was less than 1:1. We would have needed to generate \$122,669 million of additional earnings in the year ended December 31, 2010 for the ratio coverage to equal 1:1.

Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Raymond J. Quinlan, certify that:

1. I have reviewed this quarterly report on Form 10-Q of SLM Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ RAYMOND J. QUINLAN

Raymond J. Quinlan
Executive Chairman and Chief Executive Officer
(Principal Executive Officer)
April 22, 2015

Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Steven J. McGarry, certify that:

1. I have reviewed this quarterly report on Form 10-Q of SLM Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ STEVEN J. MCGARRY

Steven J. McGarry
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

April 22, 2015

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of SLM Corporation (the "Company") on Form 10-Q for the quarter ended March 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Raymond J. Quinlan, Executive Chairman and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ RAYMOND J. QUINLAN

Raymond J. Quinlan

Executive Chairman and Chief Executive Officer

(Principal Executive Officer)

April 22, 2015

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of SLM Corporation (the "Company") on Form 10-Q for the quarter ended March 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Steven J. McGarry, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ STEVEN J. MCGARRY

Steven J. McGarry
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)
April 22, 2015

