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Pricing Supplement No. 6 dated January 23, 2013
 (to Prospectus dated November 21, 2011
 and Prospectus Supplement dated January 24, 2012)

SLM Corporation
 Medium Term Notes, Series A
 Due 9 Months or Longer From the Date of Issue

Principal Amount: \$1,000,000,000	Floating Rate Notes: "	Fixed
Original Issue Date: January 28, 2013	Closing Date: January 28, 2013	CUSIP
Maturity Date: January 25, 2023	Option to Extend Maturity: x No	Spec
	" Yes	
If Yes, Final Maturity Date:		

Redeemable in whole or in part at the option of the Company:	" No	Redemption Price:	See "
	x Yes		- Opt
Repayment at the option of the Holder:	x No	Redemption Dates:	At an
	" Yes		"Add
Repurchase Upon a Change of Control Triggering Event:	" No	Repayment Price:	Optio
	x Yes	Repayment Dates:	Not A

Applicable to Fixed Rate Notes Only:		
Interest Rate: 5.500%	Interest Payment Dates:	Each January 25 th and July 25 th earlier redeemed, beginning Ju accordance with the following
Interest Accrual Method: 30/360.	Interest Periods:	From and including the Closing 25 th thereafter, as the case may succeeding January 24 th and Ju earlier redeemed, with no adju accrual purposes.

Joint Book-Running Managers

Barclays Capital

BofA Merrill Lynch

De

Co-Managers

Credit Suisse

J.P. Morgan

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January 23, 2013
CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities Offered	Maximum Aggregate Offering Price	
5.500% Medium Term Notes, Series A, due January 25, 2023	\$1,000,000,000	

Business Day Convention: Following Business Day. Unadjusted.

Form: Book-entry.

Denominations: \$2,000 minimum and integral multiples of \$1,000 in excess thereof.

Trustee: The Bank of New York Mellon, as successor trustee by virtue of a transfer of all or substantially all of JPMorgan Chase Bank, National Association, formerly known as JPMorgan Chase Bank and The Chase

Agents: The following agents are acting as underwriters in connection with this issuance.

	<u>Agents</u>	<u>Principal Amount</u>
Barclays Capital Inc.		\$ 267,000
Deutsche Bank Securities Inc.		266,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated		267,000
Credit Suisse Securities (USA) LLC		67,000
J.P. Morgan Securities LLC		67,000
RBC Capital Markets, LLC		66,000
Total		<u>\$ 1,000,000</u>

Issue Price: 98.120%

Agents' Commission: 0.65% (65 bps)

Net Proceeds: \$974,700,000.00

Concession: 0.40% (40 bps)

Reallowance: 0.25% (25 bps)

CUSIP Number: 78442FEQ7

ISIN Number: US78442FEQ72

An affiliate of one of the underwriters has entered into a swap transaction in connection with the Notes and may receive compensation for the

Obligations of SLM Corporation and any subsidiary of SLM Corporation are not guaranteed by the full faith and credit of the United States of America. Neither SLM Corporation nor any subsidiary of SLM Corporation is a government-sponsored enterprise or an instrumentality of the United States of America.

ADDITIONAL TERMS OF THE NOTES

Optional Redemption

The notes will be redeemable as a whole or in part, at the option of the Company at any time, at a redemption price equal to the greater of (i) the face amount of the notes and (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon (exclusive of interest accrued to the redemption date) discounted to the redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus the accrued interest thereon to the date of redemption.

“Treasury Rate” means, with respect to any redemption date, the rate per annum equal to the semiannual equivalent yield to maturity or interest rate on a Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the market price of such redemption date.

“Comparable Treasury Issue” means the United States Treasury security or securities selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the notes to be redeemed that would be utilized, at the time of selection and in accordance with customary practices, for the issues of corporate debt securities of a comparable maturity to the remaining term of such notes.

“Independent Investment Banker” means one of the Reference Treasury Dealers appointed by the Trustee after consultation with the Company.

“Comparable Treasury Price” means, with respect to any redemption date, (A) the average of the Reference Treasury Dealer Quotations for the highest and lowest such Reference Treasury Dealer Quotations, or (B) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations.

“Reference Treasury Dealer” means each of Barclays Capital Inc., Deutsche Bank Securities Inc. and Merrill Lynch, Pierce, Fenner & Smith Inc. and their respective affiliates which are primary U.S. Government securities dealers, and their respective successors; provided, however, that if any of the foregoing is not a primary U.S. Government securities dealer in The City of New York (a “Primary Treasury Dealer”), the Company shall substitute therefor another primary U.S. Government securities dealer in The City of New York.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, of the asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Trustee by the Reference Treasury Dealer at 3:30 p.m. New York time on the third business day preceding such redemption date.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the redemption date to each holder of notes to be redeemed.

Unless the Company defaults in payment of the redemption price, on and after the redemption date interest will cease to accrue on the notes to be redeemed.

Repurchase Upon a Change of Control

If a Change of Control Triggering Event occurs, unless we have exercised our right, if any, to redeem the notes in full, we will offer (the “Change of Control Repurchase”) to repurchase any and all of each noteholder’s notes (equal to \$2,000 or an integral multiple of \$1,000 above that amount) at a repurchase price in cash equal to the face amount of the notes repurchased plus accrued and unpaid interest, if any, thereon, to the date of repurchase (the “Change of Control Payment Date”). If a Change of Control Triggering Event occurs, we will be required to mail a notice to noteholders, with a copy to the trustee, describing the transaction and offering to repurchase the notes on the date specified in the notice, which date will be no less than 30 days after the date such notice is mailed (the “Change of Control Payment Date”), pursuant to the procedures described in such notice.

We must comply with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and any other applicable laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the notes as a result of a Change of Control.

extent that the provisions of any securities laws or regulations conflict with the Change of Control repurchase provisions of the notes, we will comply with the applicable securities laws and regulations and will not be deemed to have breached our obligations under the Change of Control repurchase provisions in the event of such conflicts.

We will not be required to offer to repurchase the notes upon the occurrence of a Change of Control Triggering Event if a third party makes such offer and otherwise in compliance with the requirements for an offer made by us and the third party repurchases on the applicable date all notes properly tendered under its offer; provided that for all purposes of the notes and the indenture governing the notes, a failure by such third party to comply with the requirements to complete such offer shall be treated as a failure by us to comply with our obligations to offer to purchase the notes unless we promptly make such offer for 101% of the principal amount thereof plus accrued and unpaid interest, if any, thereon, to the date of repurchase, which shall be no later than the scheduled Change of Control Payment Date.

On the Change of Control Payment Date, we will be required, to the extent lawful, to:

- accept or cause a third party to accept for payment all notes or portions of notes properly tendered pursuant to the Change of Control repurchase provisions;
- deposit or cause a third party to deposit with the paying agent an amount equal to the Change of Control Payment in respect of all notes properly tendered; and
- deliver or cause to be delivered to the trustee the notes properly accepted, together with an officer's certificate stating the principal amount of the notes being purchased.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of all the properties or assets of SLM Corporation and its subsidiaries taken as a whole. Although there is a limited body of case law interpreting the phrase, the precise, established definition of the phrase under applicable law. Accordingly, the applicability of the requirement that we offer to repurchase the notes in the event of a transfer, conveyance or other disposition of less than all of the assets of SLM Corporation and its subsidiaries taken as a whole to another Person (as defined in the indenture governing the notes) or group may be uncertain.

Additionally, we will not execute any supplemental indenture that would make any change in the terms and conditions of this issuance of notes that would adversely affect the rights of any holder of such notes without the written consent of the holders of a majority in principal amount of the outstanding notes.

For purposes of the foregoing discussion of the applicable Change of Control provisions, the following definitions are applicable:

“Below Investment Grade Rating Event” means the notes cease to have an Investment Grade Rating from at least two of the three Rating Agencies (as defined in the indenture) (“Trigger Period”) commencing 60 days prior to the first public announcement by the Company of any Change of Control (or pending Change of Control) following the consummation of such Change of Control; provided, however, that if (i) during such Trigger Period one or more Rating Agencies announce a downgrade of the notes, considering the possible downgrade of the notes, and (ii) a downgrade by each of the Rating Agencies that has made such an announcement within the Trigger Period, then such Trigger Period shall be extended for such time as the rating of the notes by any such Rating Agency remains unchanged or for possible downgrade to a rating below an Investment Grade Rating and a downgrade by such Rating Agency to a rating below an Investment Grade Rating.

“Change of Control” means the occurrence of any of the following: (1) direct or indirect sale, transfer, conveyance or other disposition (other than a merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of SLM Corporation and its subsidiaries to any “person” (as that term is used in Section 13(d)(3) of the Exchange Act) other than to SLM Corporation or one of its subsidiaries; (2) the consummation of a merger or consolidation (including, without limitation, any merger or consolidation) the result of which is that any “person” (as that term is used in Section 13(d)(3) of the Exchange Act) other than SLM Corporation or one of its subsidiaries becomes the beneficial owner, directly or indirectly, of more than 50% of the then-outstanding number of shares of common stock; (3) SLM Corporation consolidates with, or merges with or into, any “person” (as that term is used in Section 13(d)(3) of the Exchange Act) used in Section 13(d)(3) of the Exchange Act) consolidates with, or merges with or into, SLM Corporation, in any such event pursuant to a

transaction in which any of the outstanding voting stock of SLM Corporation or such other “person” (as that term is used in Section 13(d)(3) or exchanged for cash, securities or other property, other than any such transaction where the shares of the voting stock of SLM Corporation or such other “person” constitute, or are converted into or exchanged for, a majority of the voting stock of the surviving “person” (as that term is used in Section 13(d)(3)) immediately after giving effect to such transaction; (4) the first day on which a majority of the members of SLM Corporation’s Board of Directors is changed; (5) the adoption of a plan relating to the liquidation or dissolution of SLM Corporation; provided, however, that a transaction will not be deemed a Change of Control if (A) we become a wholly owned subsidiary of a holding company and (B) the holders of the voting stock of such holding company immediately after the transaction are substantially the same as the holders of SLM Corporation’s voting stock immediately prior to that transaction. For purposes of this definition, “holders” shall include any class or kind the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons) of SLM Corporation, even if the right to vote has been suspended by the happening of such a contingency.

“Change of Control Triggering Event” means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

“Continuing Directors” means, as of any date of determination, any member of the Board of Directors of SLM Corporation who (1) was a member of the Board of Directors of SLM Corporation on the date of the issuance of the notes; or (2) was nominated for election or elected to the Board of Directors of SLM Corporation and was a member of a majority of the Continuing Directors who were members of such Board of Directors of SLM Corporation at the time of such nomination or election, or the approval of SLM Corporation’s proxy statement in which such member was named as a nominee for election as a director).

“Fitch” means Fitch, Inc., also known as Fitch Ratings.

“Investment Grade Rating” means a rating by Moody’s equal to or higher than Baa3 (or the equivalent under a successor rating category of Moody’s), a rating by S&P equal to or higher than BBB- (or the equivalent under any successor rating category of S&P), a rating by Fitch equal to or higher than BBB- (or the equivalent under any successor rating category of Fitch), and the equivalent investment grade credit rating from any replacement rating agency or rating agencies selected by us and approved by the Board of Directors, in the manner for selecting a replacement agency, in each case as set forth in the definition of “Rating Agencies”.

“Moody’s” means Moody’s Investors Service, Inc.

“Rating Agencies” means (1) Moody’s, S&P and Fitch; and (2) if any or all of Moody’s, S&P or Fitch ceases to rate the notes or fails to make ratings available for reasons outside of our control, a “nationally recognized statistical rating organization” within the meaning of Rule 15c3-1(c)(2) of the Securities Act of 1933, as amended, which we select (pursuant to a resolution of the SLM Corporation Board of Directors) as a replacement agency for any of Moody’s, S&P or Fitch, or any successor to any of them.

“S&P” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business.

SLM Corporation