

**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, 2026

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: 001-36228

Navient Corporation

(Exact name of registrant as specified in its charter)

Delaware

*(State or other jurisdiction of
incorporation or organization)*

13865 Sunrise Valley Drive, Herndon, Virginia 20171

(Address of principal executive offices)

46-4054283

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

(302) 283-8000

(Telephone Number)

(302) 283-8000

(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 has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth 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"/>
Emerging growth company	<input type="checkbox"/>		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

Securities registered pursuant to Section 12(b) of the Act.

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$.01 per share	NAVI	The NASDAQ Global Select Market
6% Senior Notes due December 15, 2043	JSM	The NASDAQ Global Select Market
Preferred Stock Purchase Rights	None	The NASDAQ Global Select Market

As of March 31, 2026, there were 93,979,984 shares of common stock outstanding.

NAVIENT

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Organization of Our Form 10-Q

The order and presentation of content in our Quarterly Report on Form 10-Q (Form 10-Q) differs from the traditional Securities and Exchange Commission (SEC) Form 10-Q format. Our format is designed to improve readability and to better present how we organize and manage our business. See Appendix A, "Form 10-Q Cross-Reference Index" for a cross-reference index to the traditional SEC Form 10-Q format.

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FORWARD-LOOKING AND CAUTIONARY STATEMENTS

This Form 10-Q contains “forward-looking” statements and other information that is based on management’s current expectations as of the date of this report. Statements that are not historical facts, including statements about our beliefs, opinions, or expectations and statements that assume or are dependent upon future events, are forward-looking statements and often contain words such as “expect,” “assume,” “anticipate,” “intend,” “plan,” “believe,” “seek,” “see,” “will,” “would,” “may,” “could,” “should,” “goals,” or “target.” Such statements are based on management’s expectations as of the date of this filing and involve many risks and uncertainties that could cause our actual results to differ materially from those expressed or implied in our forward-looking statements. Such risks and uncertainties are discussed more fully under the section titled “Risk Factors” and include, but are not limited to, the following:

- general economic conditions, including the potential impact of artificial intelligence, inflation and interest rates on Navient and its clients and customers and on the creditworthiness of third parties;
- increased defaults on education loans held by us;
- unanticipated repayment trends on education loans including prepayments or deferrals resulting from new interpretations or the timing of the execution and implementation of current laws, rules or regulations or future laws, executive orders or other policy initiatives that operate to encourage or require consolidation, abolish existing or create additional income-based repayment or debt forgiveness programs or establish other policies and programs which may increase or decrease the prepayment rates on education loans and accelerate or slow down the repayment of the bonds in our securitization trusts;
- a reduction in our credit ratings;
- changes to applicable laws, rules, regulations and government policies, as well as changing regulatory and governmental oversight;
- changes in the general interest rate environment, including the availability of any relevant money-market index rate or the relationship between the relevant money-market index rate and the rate at which our assets are priced;
- the interest rate characteristics of our assets do not always match those of our funding arrangements;
- adverse market conditions or an inability to effectively manage our liquidity risk or access liquidity could negatively impact us;
- the cost and availability of funding in the capital markets;
- our ability to earn Floor Income and our ability to enter into hedges relative to that Floor Income are dependent on the future interest rate environment and therefore are variable;
- our use of derivatives exposes us to credit and market risk;
- our ability to continually and effectively align our cost structure with our business operations;
- a failure or breach of our operating systems, infrastructure or information technology systems;
- failure by any third party providing us material services or products or a breach or violation of law by one of these third parties;
- acquisitions, new products, strategic initiatives and investments or divestitures that we pursue;
- shareholder activism; and
- reputational risk and social factors.

Given these risks and uncertainties, readers are cautioned not to place undue reliance on such forward-looking statements. Readers are urged to carefully review and consider the various disclosures made in this Form 10-K and in other documents we file from time to time with the SEC that disclose risks and uncertainties that may affect our business.

The preparation of our 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 and actual results could differ materially. All forward-looking statements contained in this report are qualified by these cautionary statements and are made only as of the date of this report. We do not undertake any obligation to update or revise these forward-looking statements except as required by law.

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.

USE OF NON-GAAP FINANCIAL MEASURES

We prepare financial statements and present financial results in accordance with GAAP. However, we also evaluate our business segments and present our financial results on a basis that differs from GAAP. We refer to this different basis of presentation as Core Earnings, which is a non-GAAP financial measure. We provide this Core Earnings basis of presentation on a consolidated basis and for each business segment because this is what we review internally when making management decisions regarding our performance and how we allocate resources. We also include this information in our presentations with credit rating agencies, lenders and investors. Because our Core Earnings basis of presentation is our measure of profit or loss for our segments, we are required by GAAP to provide Core Earnings disclosures in the notes to our consolidated financial statements for our business segments.

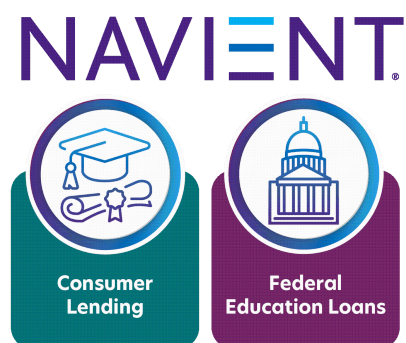
In addition to Core Earnings, we present the following other non-GAAP financial measures: Tangible Equity, Adjusted Tangible Equity Ratio, and Allowance for Loan Losses Excluding Expected Future Recoveries on Previously Fully Charged-off Loans. Definitions for the non-GAAP financial measures and reconciliations are provided below, except that reconciliations of forward-looking non-GAAP financial measures are not provided because the Company is unable to provide such reconciliations without unreasonable effort due to the uncertainty and inherent difficulty of predicting the occurrence and financial impact of certain items, including, but not limited to, the impact of any mark-to-market gains/losses resulting from our use of derivative instruments to hedge our economic risks. See "Management's Discussion and Analysis of Financial Condition and Results of Operations — Non-GAAP Financial Measures" for a further discussion and a complete reconciliation between GAAP net income and Core Earnings.

Business

Overview and Fundamentals of Our Business

Navient (Nasdaq: NAVI) creates long-term value for customers and investors with responsible lending, flexible refinancing, trusted servicing oversight, and decades of education finance and portfolio management expertise. Through our Earnest brand's business, we help customers confidently achieve financial success through digital financial services. Our employees thrive in a culture of belonging, where they are supported and proud to deliver meaningful outcomes. Learn more on Navient.com.

Navient's business consists of:



- **Consumer Lending**

We own and manage a portfolio of \$15.6 billion of Private Education Loans. Through our Earnest brand we help students and families succeed with education lending and digital financial services, originating Earnest branded in-school student loans and refinancing products. In the first quarter of 2026, we originated \$818 million of Private Education Loans.

- **Federal Education Loans**

We own and manage a portfolio of \$27.2 billion of federally guaranteed Federal Family Education Loan Program (FFELP) Loans. We support the success of our customers and ensure a compliant, efficient customer experience.

Navient previously provided both healthcare and government business processing services. Our healthcare services business was sold in September 2024 and our government services business was sold in February 2025, marking the end of Navient providing business processing solutions. See "Recent Business Developments" for more detail.

Maximizing Cash Flows from Loan Portfolios and Maintaining a Strong Balance Sheet

The cash flows from our education loan portfolios continue to demonstrate the strength of our balance sheet, our efficient financings, credit risk management and underwriting of high-quality private education loans with attractive economics.

By optimizing capital adequacy and allocating capital to highly accretive opportunities, including organic growth, we remain well positioned to pay dividends and repurchase stock, while maintaining appropriate leverage that supports our credit ratings and ensures ongoing access to capital markets.

In October 2025, the Board authorized a new \$100 million share repurchase program. At March 31, 2026, \$77 million remained in available share repurchase authorization.

To inform our capital allocation decisions, we use the Adjusted Tangible Equity Ratio⁽¹⁾ in addition to other metrics. Our GAAP equity-to-asset ratio was 4.9% and our Adjusted Tangible Equity Ratio⁽¹⁾ was 8.9% as of March 31, 2026.

(Dollars and shares in millions)	Q1-26	Q1-25
Shares repurchased	2.3	2.6
Reduction in shares outstanding	2%	2%
Total repurchases in dollars	\$ 23	\$ 35
Dividends paid	\$ 15	\$ 16
Total Capital Returned ⁽²⁾	\$ 38	\$ 51
GAAP equity-to-asset ratio	4.9%	5.1%
Adjusted Tangible Equity Ratio ⁽¹⁾	8.9%	9.9%

Commitment to Corporate Social Responsibility and Compliance

We maintain a robust, multi-layered compliance management system and thoroughly understand and comply with applicable federal, state, and local laws. We follow the industry-leading “Three Lines Model” compliance framework. This framework and other compliance protocols ensure we adhere to key industry laws and regulations; state laws; and state and city licensing requirements.

We are committed to contributing to the social and economic wellbeing of our communities; fostering the success of our customers; supporting a culture of integrity and belonging in our workforce to ensure employees feel valued, supported, and connected; and embracing sustainable business practices. Navient has earned recognition from a variety of leading organizations for our continued commitment to social responsibility. Our employees are engaged in our communities through volunteering and philanthropic programs.

Navient is committed to a sustainable future. We leverage technologies that minimize energy and promote use of “paperless” digital customer communications.

⁽¹⁾ Item is a non-GAAP financial measure. For a description and reconciliation, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations — Non-GAAP Financial Measures.”

⁽²⁾ Capital Returned is defined as share repurchases and dividends paid.

Recent Business Developments

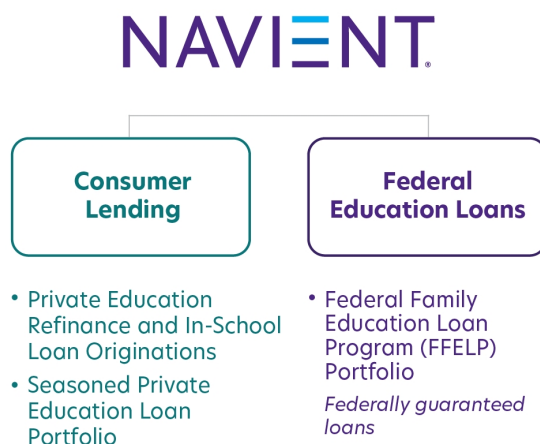
On January 30, 2024, as a result of an in-depth review of our business, Navient announced strategic actions to simplify our company, reduce our expense base, and enhance our flexibility. We have made substantial progress on these actions:

- We adopted a variable, outsourced servicing model when MOHELA began servicing our loan portfolio in July 2024.
- We completed the divestiture of our Business Processing segment business with the sale of our healthcare services business in September 2024 and the sale of our government services business in February 2025.
- We provided transition services related to the outsourcing of loan servicing and divestiture of the Business Processing segment. The transition services related to the outsourcing of loan servicing and the sale of our healthcare services business ended in May 2025 and as of October 2025 we have no further obligations to provide transition services for our government services business.
- In conjunction with the decision to outsource student loan servicing, divesting the Business Processing segment increased the opportunities for shared cost reduction. Along with the above actions, we are reshaping our shared services functions and corporate footprint to align with the needs of a more focused, flexible and streamlined company. The \$56 million of restructuring and other reorganization charges recognized in 2024, 2025 and the first quarter of 2026 (the vast majority of which relates to severance in connection with job abolishments) reflects the progress made to date in connection with this effort. As of March 31, 2026, we have reduced our headcount by over 85% since the beginning of 2024.
- In 2025, we achieved and exceeded our \$400 million expense reduction objective (which includes expenses related to the divested Business Processing segment) set out in 2024. This expense reduction increases our future life of loan net cash flows, providing increased financial flexibility.
- We are executing on enhancing the value of our growth business related to in-school and refinance Private Education Loan originations, investing in capabilities to grow high-quality originations that generate targeted returns. In 2025, total originations increased 77% to \$2.5 billion compared to \$1.4 billion in 2024. In first quarter of 2026, total originations increased 61% to \$818 million compared to \$508 million a year ago.

We continue to consider various strategic actions to optimize shareholder value, such as divestitures, acquisitions, restructurings and similar transactions. We have no current plans for such actions and there can be no assurance when, if at all, such actions could occur.

How We Organize Our Business

Today we operate our business in two primary segments: Consumer Lending and Federal Education Loans. As of February 2025, we divested our Business Processing segment.



Consumer Lending Segment

Navient owns and manages Private Education Loans and is the master servicer for these portfolios. Through our Earnest brand, we originate in-school Private Education Loans, including undergraduate and graduate products, we refinance education loans for high-quality borrowers and we intend to expand into adjacent lending products over time. "Refinance" Private Education Loans are loans where a borrower has refinanced their education loans, and "In-school" Private Education Loans are loans originally made to borrowers while they are attending school. We generate revenue primarily through net interest income on our Private Education Loan portfolio.

Through our Earnest brand, we build long-term relationships with high-lifetime-value customers and support them across key stages of their financial journey. We believe our differentiated product design, data-driven digital marketing, and best-in-class origination capabilities deliver flexible, transparent lending solutions. We believe Navient's decades of experience in education lending, capital markets, and servicing, combined with Earnest's technology and customer-centric platform, position us with a unique competitive advantage. We see meaningful growth opportunities across Private Education Loans and adjacent lending markets, with a focus on generating attractive, long-term, risk-adjusted returns.

The passage of the One Big Beautiful Bill Act (the "Big Beautiful Bill") on July 3, 2025 marks a significant shift in federal student lending programs, notably eliminating the GradPLUS loan program effective July 1, 2026. This development is anticipated to drive increased demand for private in-school graduate loans, presenting a unique loan origination growth opportunity for Navient. With our disciplined approach to growing in-school volume with a focus on graduate borrowers, we believe we are well-positioned to capture our share of this expanded market.

Federal Education Loans Segment

Navient owns and manages FFELP Loans and is the master servicer on this portfolio. We generate revenue primarily through net interest income on our FFELP Loans.

Business Processing Segment

In September 2024, Navient completed the sale of Xtend, which comprised the Company's healthcare services business in its Business Processing segment. In February 2025, Navient completed the sale of its government services businesses, which constituted the remainder of the Business Processing segment. Prior to the sale of its healthcare and government services businesses, Navient provided business processing solutions such as omnichannel contact center services, workflow processing, and revenue cycle optimization.

Other Segment

This segment consists of our corporate liquidity portfolio, gains and losses incurred on the repurchase of debt, unallocated shared services which include certain corporate and IT costs as well as regulatory expenses, and restructuring/other reorganization expenses. Additionally, the segment contains the revenue and expenses in connection with the transition services we performed related to the outsourcing of loan servicing and divestiture of our Business Processing segment discussed under "Recent Business Developments."

Management's Discussion and Analysis of Financial Condition and Results of Operations

Selected Historical Financial Information and Ratios

(In millions, except per share data)	Three Months Ended March 31,	
	2026	2025
GAAP Basis		
Net income (loss)	\$ 17	\$ (2)
Diluted earnings (loss) per common share	\$.17	\$ (.02)
Weighted average shares used to compute diluted earnings per share	96	102
Return on assets	.15%	(.02)%
Core Earnings Basis⁽¹⁾		
Net income ⁽¹⁾	\$ 19	\$ 26
Diluted earnings per common share ⁽¹⁾	\$.20	\$.25
Weighted average shares used to compute diluted earnings per share	96	103
Net interest margin, Consumer Lending segment	2.48%	2.76%
Net interest margin, Federal Education Loans segment	.65%	.61%
Return on assets	.17%	.22%
Education Loan Portfolios		
Ending Private Education Loans, net	\$ 15,649	\$ 15,690
Ending FFELP Loans, net	27,237	30,244
Ending total education loans, net	\$ 42,886	\$ 45,934
Average Private Education Loans	\$ 15,958	\$ 16,159
Average FFELP Loans	27,898	30,914
Average total education loans	\$ 43,856	\$ 47,073

⁽¹⁾ Item is a non-GAAP financial measure. For a description and reconciliation, see "Non-GAAP Financial Measures – Core Earnings"

The Quarter in Review

We prepare financial statements and present financial results in accordance with GAAP. However, we also evaluate our business segments and present financial results on a basis that differs from GAAP. We refer to this different basis of presentation as Core Earnings. We provide this Core Earnings basis of presentation on a consolidated basis and for each business segment because this is what we review internally when making management decisions regarding our performance and how we allocate resources. We also include this information in our presentations with credit rating agencies, lenders and investors. Because our Core Earnings basis of presentation corresponds to our segment financial presentations, we are required by GAAP to provide certain Core Earnings disclosures in the notes to our consolidated financial statements for our business segments. See "Non-GAAP Financial Measures — Core Earnings" for a further discussion and a complete reconciliation between GAAP net income and Core Earnings.

First-quarter 2026 net income was \$17 million (\$0.17 diluted earnings per share), compared with net loss of \$2 million (\$0.02 diluted loss per share) for the year-ago quarter. See "Results of Operations — GAAP Comparison of First-Quarter 2026 Results with First-Quarter 2025" for a discussion of the primary contributors to the change in GAAP earnings between periods.

First-quarter 2026 Core Earnings net income was \$19 million (\$0.20 diluted Core Earnings per share), compared with \$26 million (\$0.25 diluted Core Earnings per share) for the year-ago quarter. See "Segment Results" for a discussion of the primary contributors to the change in Core Earnings between periods.

Financial highlights of first-quarter 2026 include:

Consumer Lending segment:

- Net income of \$35 million.
- Net interest margin of 2.48%.
- Originated \$818 million of Private Education Loans, a 61% increase from a year ago.

Federal Education Loans segment:

- Net income of \$22 million.
- Net interest margin of 0.65%.
- FFELP Loan prepayments of \$208 million compared to \$256 million in first-quarter 2025.

Capital, funding and liquidity:

- GAAP equity-to-asset ratio of 4.9% and adjusted tangible equity ratio⁽¹⁾ of 8.9%.
- Repurchased \$23 million of common shares.
- Paid \$15 million in common stock dividends.
- Issued \$683 million of asset-backed securities.

Operating Expenses:

- Incurred operating expenses of \$89 million.

⁽¹⁾ Item is a non-GAAP financial measure. For a description and reconciliation, see "Non-GAAP Financial Measures."

Results of Operations

GAAP Income Statements (Unaudited)

(In millions, except per share data)	Three Months Ended March 31,		Increase (Decrease)	
	2026	2025	\$	%
Interest income				
Private Education Loans	\$ 277	\$ 289	\$ (12)	(4)%
FFELP Loans	401	493	(92)	(19)
Cash and investments	17	20	(3)	(15)
Total interest income	695	802	(107)	(13)
Total interest expense	564	672	(108)	(16)
Net interest income	131	130	1	1
Less: provisions for loan losses	27	30	(3)	(10)
Net interest income after provisions for loan losses	104	100	4	4
Other income (loss):				
Servicing revenue	11	13	(2)	(15)
Asset recovery and business processing revenue	—	23	(23)	(100)
Other income	5	15	(10)	(67)
Gains (losses) on derivative and hedging activities, net	5	(25)	30	120
Total other income	21	26	(5)	(19)
Expenses:				
Operating expenses	89	127	(38)	(30)
Goodwill and acquired intangible assets impairment and amortization expense	4	1	3	300
Restructuring/other reorganization expenses	—	3	(3)	(100)
Total expenses	93	131	(38)	(29)
Income (loss) before income tax expense (benefit)	32	(5)	37	740
Income tax expense (benefit)	15	(3)	18	600
Net income (loss)	\$ 17	\$ (2)	\$ 19	950%
Basic earnings (loss) per common share	\$.18	\$ (.02)	\$.20	1000%
Diluted earnings (loss) per common share	\$.17	\$ (.02)	\$.19	950%
Dividends per common share	\$.16	\$.16	\$ —	—

GAAP Comparison of First-Quarter 2026 Results with First-Quarter 2025

For the three months ended March 31, 2026, net income was \$17 million, or \$0.17 diluted earnings per common share, compared with net loss of \$2 million, or \$0.02 diluted loss per common share, for the year-ago period.

The primary contributors to the change in net income are as follows:

- Net interest income increased by \$1 million primarily due to an increase in mark-to-market gains on fair value hedges recorded in interest expense. This was partially offset by the paydown of the FFELP portfolio, the Private Education Loan portfolio's changing product mix with Refinance Loans increasing as a percentage of the portfolio, and the impact of decreasing interest rates on the different index resets for the Private Education Loans and related funding.
- Provisions for loan losses decreased \$3 million from \$30 million to \$27 million.
 - The provision for Private Education Loan losses decreased \$4 million from \$22 million to \$18 million.
 - The provision for FFELP Loan losses increased \$1 million from \$8 million to \$9 million.

The provision for Private Education Loan losses of \$18 million in the current period included \$11 million associated with loan originations. The provision of \$22 million in the year-ago quarter included \$7 million associated with loan originations and \$15 million related to a general reserve build (primarily as a result of an increase in delinquency balances).

The provision for FFELP Loan losses of \$9 million in the current period was primarily the result of increased charge-offs due to prior disaster forbearance volume, as well as the continued extension of the portfolio. The provision of \$8 million in the year-ago quarter was primarily the result of an increase in delinquency balances.

- Asset recovery and business processing revenue decreased \$23 million as a result of the sale of our government services business in February 2025. With the sale of our government services business, Navient no longer provides business processing segment services.
- Other income decreased \$10 million primarily related to the transition services we had provided related to our various strategic initiatives. The transition services related to the outsourcing of loan servicing and the sale of our healthcare services business ended in May 2025. The transition services related to the sale of our government services business ended in October 2025.
- Net gains on derivative and hedging activities increased \$30 million due primarily to interest rate fluctuations. Valuations of derivative instruments fluctuate based upon many factors including changes in interest rates and other market factors. As a result, net gains and losses on derivative and hedging activities may vary significantly in future periods.
- Operating expenses decreased \$38 million, \$23 million of which was due to a decline in business processing expenses as a result of the sale of our government services business in February 2025 (\$20 million of the reduction is in the Business Processing segment and \$3 million of the reduction is in the Other segment). In addition, there was an \$11 million decline in expenses in connection with providing transition services related to our various strategic initiatives. As of October 2025 we had no further obligations to provide these transition services. There was a \$7 million increase in marketing and other expenses associated with the growth of our consumer lending businesses. The remaining \$11 million decrease primarily relates to cost saving initiatives implemented, which have reduced our operating costs mostly in connection with our shared service functions and corporate footprint.
- Restructuring and other reorganization expenses decreased \$3 million primarily due to a decrease in severance-related costs incurred in connection with the various strategic initiatives that have been and continue to be implemented to simplify the company, continue to reduce our expense base and enhance our flexibility.
- The effective income tax rates for the current and year-ago periods were 48% and 54%, respectively. The effective income tax rates were elevated in both periods primarily due to changes in the valuation allowances attributed to disallowed interest expense and operating loss carryovers.

We repurchased 2.3 million and 2.6 million shares of our common stock during the first quarters of 2026 and 2025, respectively. As a result of repurchases, our average outstanding diluted shares decreased by 6 million common shares (or 6%) from the year-ago period.

Segment Results

Consumer Lending Segment

The following table presents Core Earnings results for our Consumer Lending segment.

(Dollars in millions)	Three Months Ended March 31,		% Increase (Decrease) 2026 vs. 2025
	2026	2025	
Interest income:			
Private Education Loans	\$ 277	\$ 289	(4)%
Cash and investments	4	5	(20)
Interest income	281	294	(4)
Interest expense	181	181	—
Net interest income	100	113	(12)
Less: provision for loan losses	18	22	(18)
Net interest income after provision for loan losses	82	91	(10)
Total other income	3	3	—
Direct operating expenses	39	35	11
Income before income tax expense	46	59	(22)
Income tax expense	11	13	(15)
Net income	\$ 35	\$ 46	(24)%

Comparison of First-Quarter 2026 Results with First-Quarter 2025

- Originated \$818 million of Private Education Loans, a 61% increase compared to \$508 million.
 - Refinance Loan originations were \$778 million compared to \$470 million.
 - In-school loan originations were \$40 million compared to \$38 million.
- Net income was \$35 million compared to \$46 million.
- Net interest income decreased \$13 million, primarily due to the changing product mix of the loan portfolio (Refinance Loans increased as a percentage of the portfolio), as well as the impact of decreasing interest rates on the different index resets for the segment assets and debt.
- Provision for loan losses decreased \$4 million. The provision of \$18 million in the current quarter included \$11 million associated with loan originations. The provision for loan losses of \$22 million in the year-ago quarter included \$7 million associated with loan originations and \$15 million related a general reserve build (primarily as a result of an increase in delinquency balances).
 - Net charge-offs remained unchanged at \$72 million.
 - Private Education Loan delinquencies greater than 90 days: \$386 million, down \$9 million from \$395 million.
 - Private Education Loan forbearances: \$235 million, down \$48 million from \$283 million.
- Operating expenses increased \$4 million primarily reflecting marketing and other expenses associated with the growth of our consumer lending businesses.

Key performance metrics are as follows:

(Dollars in millions)	Three Months Ended March 31,	
	2026	2025
Segment net interest margin	2.48%	2.76%
Private Education Loans (including Refinance Loans):		
Private Education Loan spread	2.60%	2.87%
Provision for loan losses	\$ 18	\$ 22
Net charge-offs	\$ 72	\$ 72
Net charge-off rate	1.91%	1.89%
Greater than 30-days delinquency rate	5.5%	6.4%
Greater than 90-days delinquency rate	2.5%	2.6%
Forbearance rate	1.5%	1.8%
Average Private Education Loans	\$ 15,958	\$ 16,159
Ending Private Education Loans, net	\$ 15,649	\$ 15,690
Private Education Refinance Loans:		
Net charge-offs	\$ 16	\$ 15
Greater than 90-days delinquency rate	.8%	.7%
Average balance of Private Education Refinance Loans	\$ 9,017	\$ 8,464
Ending balance of Private Education Refinance Loans	\$ 9,029	\$ 8,413
Private Education Refinance Loan originations	\$ 778	\$ 470

Net Interest Margin

The following table details the net interest margin.

	Three Months Ended March 31,	
	2026	2025
Private Education Loan yield	7.04%	7.26%
Private Education Loan cost of funds	(4.44)	(4.39)
Private Education Loan spread	2.60	2.87
Other interest-earning asset spread impact	(.12)	(.11)
Net interest margin ⁽¹⁾	2.48%	2.76%

⁽¹⁾ The average balances of the interest-earning assets for the respective periods are:

(Dollars in millions)	Three Months Ended March 31,	
	2026	2025
Private Education Loans	\$ 15,958	\$ 16,159
Other interest-earning assets	532	489
Total Private Education Loan interest-earning assets	\$ 16,490	\$ 16,648

The 28 basis point decrease in the net interest margin in first-quarter 2026 is primarily the result of the continued shift of the Refinance Loan portfolio becoming a higher percentage of the overall Private Education Loan portfolio. The Refinance Loan portfolio earns a lower net interest margin compared to the non-refinance loan portfolio which reduces the overall net interest margin. Also contributing to the decrease was the impact of decreasing interest rates on the different index resets for the segment assets and liabilities.

As of March 31, 2026, our Private Education Loan portfolio totaled \$15.6 billion, comprised of \$9.0 billion of refinance loans and \$6.6 billion of non-refinance loans. The weighted-average life of these portfolios as of March 31, 2026 was 5 years and 4 years, respectively, assuming a Constant Prepayment Rate (CPR) of 10% and 8%, respectively. As of March 31, 2025, the CPR assumption was 10% for both refinance and non-refinance loans.

Provision for Loan Losses

The provision for Private Education Loan losses decreased \$4 million. The provision for loan losses of \$18 million in first quarter 2026 included \$11 million associated with loan originations. The provision for loan losses of \$22 million in the year-ago period included \$7 million associated with loan originations and \$15 million related to a general reserve build (primarily as a result of an increase in delinquency balances).

Operating Expenses

Operating expenses for our consumer lending segment include costs to originate, acquire, service and collect on our consumer loan portfolio. Operating expenses increased \$4 million primarily reflecting marketing and other expenses associated with the growth of our consumer lending businesses.

Federal Education Loans Segment

The following table presents Core Earnings results for our Federal Education Loans segment.

(Dollars in millions)	Three Months Ended March 31,		% Increase (Decrease)
	2026	2025	2026 vs. 2025
Interest income:			
FFELP Loans	\$ 401	\$ 493	(19)%
Cash and investments	8	10	(20)
Total interest income	409	503	(19)
Total interest expense	363	454	(20)
Net interest income	46	49	(6)
Less: provision for loan losses	9	8	13
Net interest income after provision for loan losses	37	41	(10)
Total other income	8	10	(20)
Direct operating expenses	16	19	(16)
Income before income tax expense	29	32	(9)
Income tax expense	7	8	(13)
Net income	\$ 22	\$ 24	(8)%

Comparison of First-Quarter 2026 Results with First-Quarter 2025

- Net income was \$22 million compared to \$24 million.
- Net interest income decreased \$3 million primarily due to the paydown of the loan portfolio. Prepayments were \$208 million in first-quarter 2026 compared to \$256 million in first-quarter 2025.
- Provision for loan losses increased \$1 million. The provision for loan losses of \$9 million in the current period was primarily the result of increased charge-offs due to prior disaster forbearance volume, as well as the continued extension of the portfolio. The \$8 million of provision for loan losses in the year-ago quarter was primarily the result of an increase in delinquency balances.
 - Net charge-offs were \$17 million compared to \$6 million.
 - Delinquencies greater than 90 days were \$1.9 billion compared to \$2.5 billion.
 - Forbearances were \$3.4 billion compared to \$4.2 billion.
- Expenses were \$3 million lower primarily as a result of the outsourcing of the loan servicing of our portfolio to a third party on July 1, 2024. This created a variable cost structure resulting in a reduction in expenses as the portfolio paid down.

Key performance metrics are as follows:

(Dollars in millions)	Three Months Ended March 31,	
	2026	2025
Segment net interest margin	.65%	.61%
FFELP Loans:		
FFELP Loan spread	.72%	.67%
Provision for loan losses	\$ 9	\$ 8
Net charge-offs	\$ 17	\$ 6
Net charge-off rate	.29%	.10%
Greater than 30-days delinquency rate	15.2%	20.5%
Greater than 90-days delinquency rate	8.5%	10.2%
Forbearance rate	13.0%	14.4%
Average FFELP Loans	\$ 27,898	\$ 30,914
Ending FFELP Loans, net	\$ 27,237	\$ 30,244

Net Interest Margin

The following table details the net interest margin.

	Three Months Ended March 31,	
	2026	2025
FFELP Loan yield	5.59%	6.21%
Floor Income	.24	.25
FFELP Loan net yield	5.83	6.46
FFELP Loan cost of funds	(5.11)	(5.79)
FFELP Loan spread	.72	.67
Other interest-earning asset spread impact	(.07)	(.06)
Net interest margin ⁽¹⁾	.65%	.61%

⁽¹⁾ The average balances of the interest-earning assets for the respective periods are:

(Dollars in millions)	Three Months Ended March 31,	
	2026	2025
FFELP Loans	\$ 27,898	\$ 30,914
Other interest-earning assets	921	889
Total FFELP Loan interest-earning assets	\$ 28,819	\$ 31,803

As of March 31, 2026, our FFELP Loan portfolio totaled \$27.2 billion. The weighted-average life of this portfolio as of March 31, 2026 was 8 years assuming a CPR of 3% through 2028 and 5% thereafter. As of March 31, 2025, the CPR assumption was 5%.

Floor Income

The following table analyzes, on a Core Earnings basis, the ability of the FFELP Loans in our portfolio to earn Floor Income after March 31, 2026 and 2025, based on interest rates as of those dates.

(Dollars in billions)	March 31, 2026	March 31, 2025
Education loans eligible to earn Floor Income	\$ 27.1	\$ 30.1
Less: post-March 31, 2006 disbursed loans required to rebate Floor Income	(13.1)	(14.5)
Less: economically hedged Floor Income	(.6)	(.8)
Education loans eligible to earn Floor Income after rebates and economically hedged	\$ 13.4	\$ 14.8
Education loans earning Floor Income	\$ 5.2	\$ 5.0

The following table presents a projection of the average balance of FFELP Consolidation Loans for which Fixed Rate Floor Income has been economically hedged with derivatives for the period April 1, 2026 to December 31, 2028.

(Dollars in billions)	April 1, 2026 to December 31, 2026	2027	2028
Average balance of FFELP Consolidation Loans whose Floor Income is economically hedged	\$.6	\$.3	\$.2

Provision for Loan Losses

Provision for loan losses increased \$1 million. The \$9 million in the current period was the result of increased charge-offs due to prior disaster forbearance volume, as well as the continued extension of the portfolio. The \$8 million of provision for loan losses in the year-ago quarter was primarily the result of an increase in delinquency balances.

Operating Expenses

Operating expenses for the Federal Education Loans segment primarily include costs incurred to perform servicing on our FFELP Loan portfolio and federal education loans held by other institutions. Expenses were \$3 million lower primarily as a result of the outsourcing of the loan servicing of our portfolio to a third party on July 1, 2024. This created a variable cost structure resulting in a reduction in expenses as the portfolio paid down.

Business Processing Segment

The following table presents Core Earnings results for our Business Processing segment.

(Dollars in millions)	Three Months Ended March 31,		% Increase (Decrease)
	2026	2025	2026 vs. 2025
Business processing revenue	\$ —	\$ 23	(100)%
Direct operating expenses	—	20	(100)
Income before income tax expense	—	3	(100)
Income tax expense	—	1	(100)
Net income	\$ —	\$ 2	(100)%

Comparison of First-Quarter 2026 Results with First-Quarter 2025

With the sale of our government services business in February 2025, Navient no longer provides business processing segment services. Navient provided certain transition services in connection with the sale of our business processing businesses. As of October 2025, we had no further obligations to provide these transition services.

Key performance metrics are as follows:

(Dollars in millions)	Three Months Ended March 31,	
	2026	2025
Revenue from government services	\$ —	\$ 23
Revenue from healthcare services	—	—
Total fee revenue	\$ —	\$ 23

Other Segment

The following table presents Core Earnings results for our Other segment.

(Dollars in millions)	Three Months Ended March 31,		% Increase (Decrease)
	2026	2025	2026 vs. 2025
Net interest loss after provision for loan losses	\$ (20)	\$ (18)	11%
Other revenue	5	15	(67)
Expenses:			
Unallocated shared services operating expenses:			
Unallocated information technology costs	10	21	(52)
Unallocated corporate costs	24	32	(25)
Total unallocated shared services operating expenses	34	53	(36)
Restructuring/other reorganization expenses	—	3	(100)
Total expenses	34	56	(39)
Loss before income tax benefit	(49)	(59)	(17)
Income tax benefit	(11)	(13)	(15)
Net loss	\$ (38)	\$ (46)	(17)%

Net Interest Loss after Provision for Loan Losses

Net interest loss after provision for loan losses is due to the negative carrying cost of our corporate liquidity portfolio. The amount of the net interest loss is primarily a result of the size of the liquidity portfolio as well as the cost of funds of the debt funding the corporate liquidity portfolio.

Other Revenue

All revenue and expense in connection with the transition services we performed related to the outsourcing of loan servicing and divestiture of our Business Processing segment are included in the Other segment. Other revenue decreased \$10 million primarily related to the transition services we had provided related to our various strategic initiatives. The transition services related to the outsourcing of loan servicing and the sale of our healthcare services business ended in May 2025. The transition services related to the sale of our government services business ended in October 2025.

Unallocated Shared Services Operating Expenses

Unallocated shared services operating expenses are costs primarily related to information technology costs related to infrastructure and operations, stock-based compensation expense, accounting, finance, legal, compliance and risk management, regulatory-related expenses, human resources, certain executive management, the Board of Directors, and transition services discussed above under "Other Revenue." Regulatory-related expenses include actual settlement amounts as well as third-party professional fees we incur in connection with such regulatory matters and are presented net of any insurance reimbursements for covered costs related to such matters. Operating expenses decreased \$19 million from first-quarter 2025, primarily as a result of cost reduction efforts in connection with the various strategic initiatives that have been and continue to be implemented to simplify the Company, reduce our expense base and enhance our flexibility. Regulatory-related expenses were \$2 million and \$1 million in first quarters 2026 and 2025, respectively.

See "Note 10 – Commitments, Contingencies and Guarantees" for a discussion of legal and regulatory matters where it is reasonably possible that a loss contingency exists. The Company is unable to anticipate the timing of a resolution or the impact that certain matters may have on the Company's consolidated financial position, liquidity, results of operation or cash flows. As a result, it is not possible at this time to estimate a range of potential exposure, if any, for amounts that may be payable in connection with certain matters and reserves have not been established. It is possible that an adverse ruling or rulings may have a material adverse impact on the Company.

Restructuring/Other Reorganization Expenses

These expenses decreased \$3 million primarily due to a decrease in severance-related costs incurred in connection with the various strategic initiatives that have been and continue to be implemented to simplify the Company, reduce our expense base and enhance our flexibility.

Financial Condition

This section provides information regarding the balances, activity and credit performance metrics of our education loan portfolio.

Summary of Our Education Loan Portfolio

Ending Education Loan Balances, net

	March 31, 2026		
	Private Education Loans	FFELP Loans	Total Portfolio
(Dollars in millions)			
Total education loan portfolio:			
In-school ⁽¹⁾	\$ 125	\$ 7	\$ 132
Grace, repayment and other ⁽²⁾	15,838	27,395	43,233
Total	15,963	27,402	43,365
Allowance for loan losses	(314)	(165)	(479)
Total education loan portfolio	\$ 15,649	\$ 27,237	\$ 42,886
% of total	36%	64%	100%

	December 31, 2025		
	Private Education Loans	FFELP Loans	Total Portfolio
(Dollars in millions)			
Total education loan portfolio:			
In-school ⁽¹⁾	\$ 108	\$ 7	\$ 115
Grace, repayment and other ⁽²⁾	15,707	28,307	44,014
Total	15,815	28,314	44,129
Allowance for loan losses	(364)	(173)	(537)
Total education loan portfolio	\$ 15,451	\$ 28,141	\$ 43,592
% of total	35%	65%	100%

	March 31, 2025		
	Private Education Loans	FFELP Loans	Total Portfolio
(Dollars in millions)			
Total education loan portfolio:			
In-school ⁽¹⁾	\$ 114	\$ 9	\$ 123
Grace, repayment and other ⁽²⁾	15,973	30,417	46,390
Total	16,087	30,426	46,513
Allowance for loan losses	(397)	(182)	(579)
Total education loan portfolio	\$ 15,690	\$ 30,244	\$ 45,934
% of total	34%	66%	100%

⁽¹⁾ Loans for customers still attending school and are not yet required to make payments on the loan.

⁽²⁾ Includes loans in deferment or forbearance.

Education Loan Activity

	Three Months Ended March 31, 2026		
(Dollars in millions)	Private Education Loans	FFELP Loans	Total Portfolio
Beginning balance	\$ 15,451	\$ 28,141	\$ 43,592
Acquisitions (originations and purchases) ⁽¹⁾	947	—	947
Capitalized interest and premium/discount amortization	48	198	246
Refinancings and consolidations to third parties	(103)	(205)	(308)
Repayments and other	(694)	(897)	(1,591)
Ending balance	<u>\$ 15,649</u>	<u>\$ 27,237</u>	<u>\$ 42,886</u>

	Three Months Ended March 31, 2025		
(Dollars in millions)	Private Education Loans	FFELP Loans	Total Portfolio
Beginning balance	\$ 15,716	\$ 30,852	\$ 46,568
Acquisitions (originations and purchases) ⁽¹⁾	630	—	630
Capitalized interest and premium/discount amortization	49	260	309
Refinancings and consolidations to third parties	(54)	(202)	(256)
Repayments and other	(651)	(666)	(1,317)
Ending balance	<u>\$ 15,690</u>	<u>\$ 30,244</u>	<u>\$ 45,934</u>

⁽¹⁾ Includes the origination of \$120 million and \$73 million of Private Education Refinance Loans in the first-quarters of 2026 and 2025, respectively, that refinanced FFELP and Private Education Loans that were on our balance sheet

Private Education Loan Portfolio Performance

(Dollars in millions)	March 31, 2026		December 31, 2025		March 31, 2025	
	Balance	%	Balance	%	Balance	%
Loans in-school/grace/deferment ⁽¹⁾	\$ 393		\$ 395		\$ 384	
Loans in forbearance ⁽²⁾	235		236		283	
Loans in repayment and percentage of each status:						
Loans current	14,489	94.5%	14,230	93.7%	14,440	93.6%
Loans delinquent 31-60 days ⁽³⁾	294	1.9	326	2.1	373	2.4
Loans delinquent 61-90 days ⁽³⁾	166	1.1	194	1.3	212	1.4
Loans delinquent greater than 90 days ⁽³⁾	386	2.5	434	2.9	395	2.6
Total Private Education Loans in repayment	15,335	100%	15,184	100%	15,420	100%
Total Private Education Loans	15,963		15,815		16,087	
Private Education Loan allowance for losses	(314)		(364)		(397)	
Private Education Loans, net	\$ 15,649		\$ 15,451		\$ 15,690	
Percentage of Private Education Loans in repayment		96.1%		96.0%		95.9%
Delinquencies as a percentage of Private Education Loans in repayment		5.5%		6.3%		6.4%
Loans in forbearance as a percentage of loans in repayment and forbearance		1.5%		1.5%		1.8%
Percentage of Private Education Loans with a cosigner ⁽⁴⁾		31%		32%		32%

(1) Loans for customers who are attending school or are in other permitted educational activities and are not yet required to make payments on their loans, e.g., loans for customers who have requested and qualify for other permitted program deferments such as various military eligible deferments.

(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 such as disaster relief 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.

(4) Excluding Private Education Refinance Loans, the cosigner rate was 67%, 67% and 66% for first-quarter 2026, fourth-quarter 2025 and first-quarter 2025, respectively.

FFELP Loan Portfolio Performance

(Dollars in millions)	March 31, 2026		December 31, 2025		March 31, 2025	
	Balance	%	Balance	%	Balance	%
Loans in-school/grace/deferment ⁽¹⁾	\$ 1,219		\$ 1,210		\$ 1,304	
Loans in forbearance ⁽²⁾	3,397		3,532		4,192	
Loans in repayment and percentage of each status:						
Loans current	19,326	84.8%	19,441	82.4%	19,825	79.5%
Loans delinquent 31-60 days ⁽³⁾	903	4.0	1,075	4.6	1,395	5.6
Loans delinquent 61-90 days ⁽³⁾	624	2.7	706	3.0	1,180	4.7
Loans delinquent greater than 90 days ⁽³⁾	1,933	8.5	2,350	10.0	2,530	10.2
Total FFELP Loans in repayment	22,786	100%	23,572	100%	24,930	100%
Total FFELP Loans	27,402		28,314		30,426	
FFELP Loan allowance for losses	(165)		(173)		(182)	
FFELP Loans, net	\$ 27,237		\$ 28,141		\$ 30,244	
Percentage of FFELP Loans in repayment		83.2%		83.3%		81.9%
Delinquencies as a percentage of FFELP Loans in repayment		15.2%		17.5%		20.5%
FFELP Loans in forbearance as a percentage of loans in repayment and forbearance		13.0%		13.0%		14.4%

(1) Loans for customers who may still be attending school or engaging 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, as well as loans for customers who have requested and qualify for other permitted program deferments such as military, unemployment, or economic hardships.

(2) Loans for customers who have used their allowable deferment time or do not qualify for deferment, who need additional time to obtain employment or who have temporarily ceased making payments due to hardship or other factors such as disaster relief.

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

Allowance for Loan Losses

	2026			2025		
	Private Education Loans	FFELP Loans	Total	Private Education Loans	FFELP Loans	Total
(Dollars in millions)						
Allowance at beginning of period	\$ 364	\$ 173	\$ 537	\$ 441	\$ 180	\$ 621
Total provision	18	9	27	22	8	30
Charge-offs:						
Gross charge-offs	(83)	(17)	(100)	(83)	(6)	(89)
Expected future recoveries on current period gross charge-offs	11	—	11	11	—	11
Net charge-offs ⁽¹⁾	(72)	(17)	(89)	(72)	(6)	(78)
Decrease in expected future recoveries on previously fully charged-off loans ⁽²⁾	4	—	4	6	—	6
Allowance at end of period (GAAP)	314	165	479	397	182	579
Plus: expected future recoveries on previously fully charged-off loans ⁽²⁾	166	—	166	174	—	174
Allowance at end of period excluding expected future recoveries on previously fully charged-off loans (Non-GAAP Financial Measure) ⁽³⁾	\$ 480	\$ 165	\$ 645	\$ 571	\$ 182	\$ 753
Net charge-offs as a percentage of average loans in repayment (annualized)	1.91%	.29%		1.89%	.10%	
Allowance coverage of charge-offs (annualized) ⁽³⁾	1.7	2.4	(Non-GAAP)	2.0	7.3	(Non-GAAP)
Allowance as a percentage of the ending total loan balance ⁽³⁾	3.0%	.6%	(Non-GAAP)	3.6%	.6%	(Non-GAAP)
Allowance as a percentage of the ending loans in repayment ⁽³⁾	3.1%	.7%	(Non-GAAP)	3.7%	.7%	(Non-GAAP)
Ending total loans	\$ 15,963	\$ 27,402		\$ 16,087	\$ 30,426	
Average loans in repayment	\$ 15,326	\$ 23,226		\$ 15,472	\$ 25,459	
Ending loans in repayment	\$ 15,335	\$ 22,786		\$ 15,420	\$ 24,930	

⁽¹⁾ Charge-offs are reported net of expected recoveries. For Private Education Loans, we charge off the estimated loss of a defaulted loan balance by charging off the entire defaulted loan balance and estimating recoveries on a pool basis. These estimated recoveries are referred to as "expected future recoveries on previously fully charged-off loans." For FFELP Loans, the recovery is received at the time of charge-off.

⁽²⁾ At the end of each month, for Private Education Loans that are 212 days past due, we charge off the estimated loss of a defaulted loan balance by charging off the entire loan balance and estimating recoveries on a pool basis. These estimated recoveries are referred to as "expected future recoveries on previously fully charged-off loans." If actual periodic recoveries are less than expected, the difference is immediately reflected as a reduction to expected future recoveries on previously fully charged-off loans. If actual periodic recoveries are greater than expected, they will be reflected as a recovery through the allowance for Private Education Loan losses once the cumulative recovery amount exceeds the cumulative amount originally expected to be recovered. The following table summarizes the activity in the expected future recoveries on previously fully charged-off loans

(Dollars in millions)	Three Months Ended March 31,	
	2026	2025
Beginning of period expected future recoveries on previously fully charged-off loans	\$ 170	\$ 179
Expected future recoveries of current period defaults	11	11
Recoveries (cash collected)	(11)	(11)
Charge-offs (as a result of lower recovery expectations)	(4)	(6)
End of period expected future recoveries on previously fully charged-off loans	\$ 166	\$ 174
Change in balance during period	\$ (4)	\$ (6)

⁽³⁾ The allowance used for these metrics excludes the expected future recoveries on previously fully charged-off loans to better reflect the current expected credit losses remaining in the portfolio.

Liquidity and Capital Resources

Funding and Liquidity Risk Management

The following “Liquidity and Capital Resources” discussion concentrates primarily on our Consumer Lending and Federal Education Loans segments. Our Business Processing segment required minimal liquidity and funding.

We define liquidity as cash and high-quality liquid assets that we can use to meet our cash requirements. Our two primary liquidity needs are: (1) servicing our debt and (2) our ongoing ability to meet our cash needs for running the operations of our businesses (including derivative collateral requirements) throughout market cycles, including during periods of financial stress. Secondary liquidity needs, which can be adjusted as needed, include the origination of Private Education Loans, acquisitions of Private Education Loan portfolios, acquisitions of companies, the payment of common stock dividends and the repurchase of our common stock. To achieve these objectives, we analyze and monitor our liquidity needs and maintain excess liquidity and access to diverse funding sources including the issuance of unsecured debt and the issuance of secured debt primarily through asset-backed securitizations and/or other financing facilities.

We define our liquidity risk as the potential inability to meet our obligations when they become due without incurring unacceptable losses or inability to invest in future asset growth and business operations at reasonable market rates. Our primary liquidity risk relates to our ability to service our debt, meet our other business obligations and to continue to grow our business. The ability to access the capital markets is impacted by general market and economic conditions, our credit ratings, as well as the overall availability of funding sources in the marketplace. In addition, credit ratings may be important to customers or counterparties when we compete in certain markets and when we seek to engage in certain transactions.

Credit ratings and outlooks are opinions subject to ongoing review by the rating agencies and may change, from time to time, based on our financial performance, industry and market dynamics and other factors. Other factors that influence our credit ratings include the rating agencies' assessment of the general operating environment, our relative positions in the markets in which we compete, reputation, liquidity position, the level and volatility of earnings, corporate governance and risk management policies, capital position and capital management practices. A negative change in our credit rating could have a negative effect on our liquidity because it might raise the cost and availability of funding and potentially require additional cash collateral or restrict cash currently held as collateral on existing borrowings or derivative collateral arrangements. It is our objective to improve our credit ratings so that we can continue to efficiently access the capital markets even in difficult economic and market conditions. We have unsecured debt totaling \$5.3 billion at March 31, 2026. Three credit rating agencies currently rate our long-term unsecured debt at below investment grade.

We expect to fund our ongoing liquidity needs, including the repayment of \$1.2 billion of senior unsecured notes that mature in the short term (i.e., over the next 12 months) and the remaining \$4.1 billion of senior unsecured notes that mature in the long term (from 2027 to 2043 with 76% maturing by 2032), through a number of sources. These sources include our cash on hand, unencumbered Private Education Refinance Loan and FFELP Loan portfolios (see “Sources of Primary Liquidity” below), the predictable operating cash flows provided by operating activities, the repayment of principal on unencumbered education loan assets, and the distribution of overcollateralization from our securitization trusts. We may also, depending on market conditions and availability, draw down on our secured Private Education Loan and FFELP Loan asset-backed commercial paper (ABCP) facilities, issue term asset-backed securities (ABS), enter into additional Private Education Loan and FFELP Loan ABS repurchase facilities, or issue additional unsecured debt.

We originate Private Education Loans (a portion of which is obtained through a forward purchase agreement). We also have purchased and may purchase, in future periods, Private Education Loan portfolios from third parties. Those originations and purchases are part of our ongoing liquidity needs. We purchased 2.3 million shares of common stock for \$23 million in the first quarter of 2026 and have \$77 million of unused share repurchase authority as of March 31, 2026.

Sources of Primary Liquidity

(Dollars in millions)	March 31, 2026	December 31, 2025	March 31, 2025
Ending Balances:			
Unrestricted cash	\$ 621	\$ 637	\$ 642
Unencumbered Private Education Refinance Loans	442	529	488
Unencumbered FFELP Loans	44	83	61
Total	\$ 1,107	\$ 1,249	\$ 1,191

(Dollars in millions)	March 31, 2026	December 31, 2025	March 31, 2025
Average Balances:			
Unrestricted cash	\$ 553	\$ 589	\$ 572
Unencumbered Private Education Refinance Loans	689	684	403
Unencumbered FFELP Loans	55	71	173
Total	\$ 1,297	\$ 1,344	\$ 1,148

Sources of Additional Liquidity

Liquidity may also be available under our secured credit facilities. Maximum borrowing capacity under the Private Education Loan and FFELP Loan ABCP facilities will vary and be subject to each agreement's borrowing conditions, including, among others, facility size, current usage and availability of qualifying collateral from unencumbered loans. The following tables detail the additional borrowing capacity of these facilities with maturity dates ranging from June 2026 to April 2029.

(Dollars in millions)	March 31, 2026	December 31, 2025	March 31, 2025
Ending Balances:			
Private Education Loan ABCP facilities	\$ 1,461	\$ 1,689	\$ 1,626
FFELP Loan ABCP facilities	143	193	223
Total	\$ 1,604	\$ 1,882	\$ 1,849

(Dollars in millions)	March 31, 2026	December 31, 2025	March 31, 2025
Average Balances:			
Private Education Loan ABCP facilities	\$ 1,661	\$ 2,051	\$ 1,447
FFELP Loan ABCP facilities	163	184	349
Total	\$ 1,824	\$ 2,235	\$ 1,796

At March 31, 2026, we had a total of \$2.8 billion of unencumbered tangible assets inclusive of those listed in the table above as sources of primary liquidity. Total unencumbered education loans comprised \$1.2 billion of our unencumbered tangible assets of which \$1.2 billion and \$44 million related to Private Education Loans and FFELP Loans, respectively. In addition, as of March 31, 2026, we had \$4.8 billion of encumbered net assets (i.e., overcollateralization) in our various financing facilities (consolidated variable interest entities). We enter into repurchase facilities at times to borrow against the encumbered net assets of these financing vehicles. As of March 31, 2026, \$0.5 billion of repurchase facility borrowings were outstanding.

The following table reconciles encumbered and unencumbered assets and their net impact on total Tangible Equity.

(Dollars in billions)	March 31, 2026	December 31, 2025
Net assets of consolidated variable interest entities (encumbered assets) — Private Education Loans	\$ 2.2	\$ 2.1
Net assets of consolidated variable interest entities (encumbered assets) — FFELP Loans	2.6	2.6
Tangible unencumbered assets ⁽¹⁾	2.8	2.9
Senior unsecured debt	(5.3)	(5.3)
Mark-to-market on unsecured hedged debt ⁽²⁾	—	—
Other liabilities, net	(4)	(3)
Total Tangible Equity ⁽³⁾	\$ 1.9	\$ 2.0

(1) Excludes goodwill and acquired intangible assets.

(2) At March 31, 2026 and December 31, 2025, there were \$(60) million and \$(50) million, respectively, of net gains (losses) on derivatives hedging this debt in unencumbered assets, which partially offset these gains (losses).

(3) Item is a non-GAAP financial measure. For a description and reconciliation, see "Non-GAAP Financial Measures."

Borrowings

Ending Balances

(Dollars in millions)	March 31, 2026			December 31, 2025		
	Short Term	Long Term	Total	Short Term	Long Term	Total
Unsecured borrowings:						
Senior unsecured debt	\$ 1,225	\$ 4,084	\$ 5,309	\$ 525	\$ 4,782	\$ 5,307
Total unsecured borrowings	1,225	4,084	5,309	525	4,782	5,307
Secured borrowings:						
Private Education Loan securitizations	432	10,303	10,735	469	10,250	10,719
FFELP Loan securitizations	105	24,525	24,630	109	25,302	25,411
Private Education Loan ABCP facilities	2,145	—	2,145	1,942	—	1,942
FFELP Loan ABCP facilities	1,811	347	2,158	1,869	299	2,168
Other	166	39	205	160	39	199
Total secured borrowings	4,659	35,214	39,873	4,549	35,890	40,439
Core Earnings basis borrowings ⁽¹⁾	5,884	39,298	45,182	5,074	40,672	45,746
Adjustment for GAAP accounting treatment	(14)	(58)	(72)	(1)	(39)	(40)
GAAP basis borrowings	\$ 5,870	\$ 39,240	\$ 45,110	\$ 5,073	\$ 40,633	\$ 45,706

Average Balances

(Dollars in millions)	Three Months Ended March 31,			
	2026		2025	
	Average Balance	Average Rate	Average Balance	Average Rate
Unsecured borrowings:				
Senior unsecured debt	\$ 5,308	7.93%	\$ 5,324	8.51%
Total unsecured borrowings	5,308	7.93	5,324	8.51
Secured borrowings:				
Private Education Loan securitizations	10,656	3.89	10,738	3.63
FFELP Loan securitizations	25,016	4.97	28,013	5.64
Private Education Loan ABCP facilities	1,960	5.66	2,304	6.32
FFELP Loan ABCP facilities	2,171	5.13	1,723	5.88
Other	197	4.04	93	.14
Total secured borrowings	40,000	4.72	42,871	5.17
Core Earnings basis borrowings ⁽¹⁾	45,308	5.09	48,195	5.54
Adjustment for GAAP accounting treatment	—	(.05)	—	.12
GAAP basis borrowings	\$ 45,308	5.04%	\$ 48,195	5.66%

(1) Item is a non-GAAP financial measure. For a description and reconciliation, see "Non-GAAP Financial Measures." The differences in derivative accounting give rise to the difference above.

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 (GAAP). A discussion of our critical accounting policies, which includes the allowance for loan losses, goodwill impairment assessment, and premium and discount amortization, can be found in our 2025 Form 10-K.

Non-GAAP Financial Measures

In addition to financial results reported on a GAAP basis, Navient also provides certain performance measures which are non-GAAP financial measures. We present the following non-GAAP financial measures: (1) Core Earnings, (2) Tangible Equity (as well as the Adjusted Tangible Equity Ratio), and (3) Allowance for Loan Losses Excluding Expected Future Recoveries on Previously Fully Charged-off Loans. Definitions for the non-GAAP financial measures and reconciliations are provided below, except that reconciliations of forward-looking non-GAAP financial measures are not provided because the Company is unable to provide such reconciliations without unreasonable effort due to the uncertainty and inherent difficulty of predicting the occurrence and financial impact of certain items, including, but not limited to, the impact of any mark-to-market gains/losses resulting from our use of derivative instruments to hedge our economic risks.

1. Core Earnings

We prepare financial statements and present financial results in accordance with GAAP. However, we also evaluate our business segments and present financial results on a basis that differs from GAAP. We refer to this different basis of presentation as Core Earnings. We provide this Core Earnings basis of presentation on a consolidated basis and for each business segment because this is what we review internally when making management decisions regarding our performance and how we allocate resources. We also refer to this information in our presentations with credit rating agencies, lenders and investors. Because our Core Earnings basis of presentation corresponds to our segment financial presentations, we are required by GAAP to provide certain Core Earnings disclosures in the notes to our consolidated financial statements for our business segments.

Core Earnings are not a substitute for reported results under GAAP. We use Core Earnings to manage our business segments because Core Earnings reflect adjustments to GAAP financial results for two items, discussed below, that can create significant volatility mostly due to timing factors generally beyond the control of management. Accordingly, we believe that Core Earnings provide management with a useful basis from which to better evaluate results from ongoing operations against the business plan or against results from prior periods. Consequently, we disclose this information because we believe it provides investors with additional information regarding the operational and performance indicators that are most closely assessed by management. When compared to GAAP results, the two items we remove to result in our Core Earnings presentations are:

- (1) Mark-to-market gains/losses resulting from 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; and
- (2) The accounting for goodwill and acquired intangible assets.

While GAAP provides a uniform, comprehensive basis of accounting, for the reasons described above, our Core Earnings basis of presentation does not. Core Earnings are subject to certain general and specific limitations that investors should carefully consider. For example, there is no comprehensive, authoritative guidance for management reporting. Our Core Earnings are not defined terms within GAAP and may not be comparable to similarly titled measures reported by other companies. Accordingly, our Core Earnings presentation does not represent a comprehensive basis of accounting. Investors, therefore, may not be able to compare our performance with that of other financial services companies based upon Core Earnings. Core Earnings results are only meant to supplement GAAP results by providing additional information regarding the operational and performance indicators that are most closely used by management, our Board of Directors, credit rating agencies, lenders and investors to assess performance.

The following tables show our consolidated GAAP results, Core Earnings results (including for each reportable segment) along with the adjustments made to the income/expense items to reconcile the consolidated GAAP results to the Core Earnings results as required by GAAP and reported in "Note 11 — Segment Reporting."

	Three Months Ended March 31, 2026					Reportable Segments			
	Total GAAP	Reclassifications	Adjustments Additions/(Subtractions)	Total Adjustments ⁽¹⁾	Total Core Earnings	Consumer Lending	Federal Education Loans	Business Processing	Other
(Dollars in millions)									
Interest income:									
Education loans	\$ 678					\$ 277	\$ 401	\$ —	\$ —
Cash and investments	17					4	8	—	5
Total interest income	695					281	409	—	5
Total interest expense	564					181	363	—	25
Net interest income									
(loss)	131	\$ 2	\$ (7)	\$ (5)	\$ 126	100	46	—	(20)
Less: provisions for loan losses	27				27	18	9	—	—
Net interest income (loss) after provisions for loan losses	104					82	37	—	(20)
Other income (loss):									
Servicing revenue	11					3	8	—	—
Asset recovery and business processing revenue	—					—	—	—	—
Other revenue	10					—	—	—	5
Total other income	21	(2)	(3)	(5)	16	3	8	—	5
Expenses:									
Direct operating expenses	55					39	16	—	—
Unallocated shared services expenses	34					—	—	—	34
Operating expenses	89				89	39	16	—	34
Goodwill and acquired intangible asset impairment and amortization	4	—	(4)	(4)	—	—	—	—	—
Restructuring/other reorganization expenses	—	—	—	—	—	—	—	—	—
Total expenses	93	—	(4)	(4)	89	39	16	—	34
Income (loss) before income tax expense (benefit)	32	—	(6)	(6)	26	46	29	—	(49)
Income tax expense (benefit) ⁽²⁾	15	—	(8)	(8)	7	11	7	—	(11)
Net income (loss)	\$ 17	\$ —	\$ 2	\$ 2	\$ 19	\$ 35	\$ 22	\$ —	\$ (38)

(1) Core Earnings adjustments to GAAP:

	Three Months Ended March 31, 2026		
	Net Impact of Derivative Accounting	Net Impact of Goodwill and Acquired Intangibles	Total
(Dollars in millions)			
Net interest income (loss) after provisions for loan losses	\$ (5)	\$ —	\$ (5)
Total other income (loss)	(5)	—	(5)
Goodwill and acquired intangible asset impairment and amortization	—	(4)	(4)
Total Core Earnings adjustments to GAAP	<u>\$ (10)</u>	<u>\$ 4</u>	<u>(6)</u>
Income tax expense (benefit)			(8)
Net income (loss)			<u>\$ 2</u>

(2) Income taxes are based on a percentage of net income before tax for the individual reportable segment.

Three Months Ended March 31, 2025

(Dollars in millions)	Adjustments					Reportable Segments			
	Total GAAP	Reclassifications	Additions/(Subtractions)	Total Adjustments ⁽¹⁾	Total Core Earnings	Consumer Lending	Federal Education Loans	Business Processing	Other
Interest income:									
Education loans	\$ 782					\$ 289	\$ 493	\$ —	\$ —
Cash and investments	20					5	10	—	5
Total interest income	802					294	503	—	5
Total interest expense	672					181	454	—	23
Net interest income (loss)	130	\$ 6	\$ 8	\$ 14	\$ 144	113	49	—	(18)
Less: provisions for loan losses	30				30	22	8	—	—
Net interest income (loss) after provisions for loan losses	100				114	91	41	—	(18)
Other income (loss):									
Servicing revenue	13					3	10	—	—
Asset recovery and business processing revenue	23					—	—	23	—
Other revenue (loss)	(10)					—	—	—	15
Total other income	26	(6)	31	25	51	3	10	23	15
Expenses:									
Direct operating expenses	74					35	19	20	—
Unallocated shared services expenses	53					—	—	—	53
Operating expenses	127	—	—	—	127	35	19	20	53
Goodwill and acquired intangible asset impairment and amortization	1	—	(1)	(1)	—	—	—	—	—
Restructuring/other reorganization expenses	3	—	—	—	3	—	—	—	3
Total expenses	131	—	(1)	(1)	130	35	19	20	56
Income (loss) before income tax expense (benefit)	(5)	—	40	40	35	59	32	3	(59)
Income tax expense (benefit) ⁽²⁾	(3)	—	12	12	9	13	8	1	(13)
Net income (loss)	\$ (2)	\$ —	\$ 28	\$ 28	\$ 26	\$ 46	\$ 24	\$ 2	\$ (46)

(1) Core Earnings adjustments to GAAP:

(Dollars in millions)	Three Months Ended March 31, 2025		
	Net Impact of Derivative Accounting	Net Impact of Goodwill and Acquired Intangibles	Total
Net interest income (loss) after provisions for loan losses	\$ 14	\$ —	\$ 14
Total other income (loss)	25	—	25
Goodwill and acquired intangible asset impairment and amortization	—	(1)	(1)
Total Core Earnings adjustments to GAAP	\$ 39	\$ 1	\$ 40
Income tax expense (benefit)	—	—	12
Net income (loss)	—	—	\$ 28

(2) Income taxes are based on a percentage of net income before tax for the individual reportable segment.

The following discussion summarizes the differences between Core Earnings and GAAP net income and details each specific adjustment required to reconcile our Core Earnings segment presentation to our GAAP earnings.

(Dollars in millions)	Three Months Ended March 31,	
	2026	2025
GAAP net income (loss)	\$ 17	\$ (2)
Core Earnings adjustments to GAAP:		
Net impact of derivative accounting	(10)	39
Net impact of goodwill and acquired intangible assets	4	1
Net income tax effect	8	(12)
Total Core Earnings adjustments to GAAP	2	28
Core Earnings net income	<u>\$ 19</u>	<u>\$ 26</u>

(1) **Derivative Accounting:** Core Earnings exclude periodic gains and losses that are caused by the mark-to-market valuations on derivatives that do not qualify for hedge accounting treatment under GAAP, as well as the periodic mark-to-market gains and losses that are a result of ineffectiveness recognized related to effective hedges under GAAP. Under GAAP, for our derivatives that are held to maturity, the mark-to-market gain or loss over the life of the contract will equal \$0. In our Core Earnings presentation, we recognize the economic effect of these hedges, which generally results in any net settlement cash paid or received being recognized ratably as an interest expense or revenue over the hedged item's life.

The accounting for derivatives requires that changes in the fair value of derivative instruments be recognized currently in earnings, with no fair value adjustment of the hedged item, unless specific hedge accounting criteria are met. The gains and losses recorded in "Gains (losses) on derivative and hedging activities, net" and interest expense (for qualifying fair value hedges) are primarily caused by interest rate and foreign currency exchange rate volatility and changing credit spreads during the period as well as the volume and term of derivatives not receiving hedge accounting treatment. We believe that our derivatives are effective economic hedges, and as such, are a critical element of our interest rate and foreign currency risk management strategy. However, some of our derivatives do not qualify for hedge accounting treatment and the stand-alone derivative is adjusted to fair value in the income statement with no consideration for the corresponding change in fair value of the hedged item.

The table below quantifies the adjustments for derivative accounting between GAAP and Core Earnings net income.

(Dollars in millions)	Three Months Ended March 31,	
	2026	2025
Core Earnings derivative adjustments:		
(Gains) losses on derivative and hedging activities, net, included in other income	\$ (5)	\$ 25
Plus: (Gains) losses on fair value hedging activity included in interest expense	(8)	6
Total (gains) losses in GAAP net income	(13)	31
Plus: Reclassification of settlement income (expense) on derivative and hedging activities, net ⁽¹⁾	2	6
Mark-to-market (gains) losses on derivative and hedging activities, net ⁽²⁾	(11)	37
Other derivative accounting adjustments ⁽³⁾	1	2
Total net impact of derivative accounting	\$ (10)	\$ 39

(1) Derivative accounting requires net settlement income/expense on derivatives that do not qualify as hedges to be recorded in a separate income statement line item below net interest income. Under our Core Earnings presentation, these settlements are reclassified to the income statement line item of the economically hedged item. For our Core Earnings net interest income, this would primarily include reclassifying the net settlement amounts related to certain of our interest rate swaps to debt interest expense. The table below summarizes these net settlements on derivative and hedging activities and the associated reclassification on a Core Earnings basis.

(Dollars in millions)	Three Months Ended March 31,	
	2026	2025
Reclassification of settlements on derivative and hedging activities:		
Net settlement income (expense) on interest rate swaps reclassified to net interest income	\$ 2	\$ 6
Total reclassifications of settlement income (expense) on derivative and hedging activities	\$ 2	\$ 6

(2) "Mark-to-market (gains) losses on derivative and hedging activities, net" is comprised of the following:

(Dollars in millions)	Three Months Ended March 31,	
	2026	2025
Fair value hedges	\$ (2)	\$ 3
Foreign currency hedges	(6)	3
Other ^(a)	(3)	31
Total mark-to-market (gains) losses on derivative and hedging activities, net	\$ (11)	\$ 37

(a) Primarily derivatives that are used to economically hedge the origination of fixed rate Private Education Loans that don't qualify for hedge accounting. We believe that these derivatives are effective economic hedges, and as such, are a critical element of our interest rate risk management strategy.

(3) Other derivative accounting adjustments consist of adjustments related to certain terminated derivatives that did not receive hedge accounting treatment under GAAP but were economic hedges under Core Earnings and, as a result, such gains or losses are amortized into Core Earnings over the life of the hedged item.

Cumulative Impact of Derivative Accounting under GAAP compared to Core Earnings

As of March 31, 2026, derivative accounting has decreased GAAP equity by approximately \$28 million as a result of cumulative net mark-to-market losses (after tax) recognized under GAAP, but not in Core Earnings. The following table rolls forward the cumulative impact to GAAP equity due to these after-tax mark-to-market net gains and losses related to derivative accounting.

(Dollars in millions)	Three Months Ended March 31,	
	2026	2025
Beginning impact of derivative accounting on GAAP equity	\$ (39)	\$ 8
Net impact of net mark-to-market gains (losses) under derivative accounting ⁽¹⁾	11	(30)
Ending impact of derivative accounting on GAAP equity	\$ (28)	\$ (22)

⁽¹⁾ Net impact of net mark-to-market gains (losses) under derivative accounting is composed of the following:

(Dollars in millions)	Three Months Ended March 31,	
	2026	2025
Total pre-tax net impact of derivative accounting recognized in net income ⁽²⁾	\$ 10	\$ (39)
Tax and other impacts of derivative accounting adjustments	(2)	10
Change in mark-to-market gains (losses) on derivatives, net of tax recognized in other comprehensive income	3	(1)
Net impact of net mark-to-market gains (losses) under derivative accounting	\$ 11	\$ (30)

⁽²⁾ See "Core Earnings derivative adjustments" table above.

Hedging Embedded Floor Income

We use pay-fixed swaps and fixed rate debt to economically hedge embedded Floor Income in our FFELP Loans. Historically, we have used these instruments on a periodic basis and depending upon market conditions and pricing, we may enter into additional hedges in the future. Under GAAP, the pay-fixed swaps are accounted for as cash flow hedges. The table below shows the amount of hedged Floor Income that will be recognized in Core Earnings in future periods based on these hedge strategies.

(Dollars in millions)	March 31, 2026	March 31, 2025
Total hedged Floor Income, net of tax ⁽¹⁾⁽²⁾	\$ 23	\$ 40

⁽¹⁾ \$31 million and \$52 million on a pre-tax basis as of March 31, 2026 and March 31, 2025, respectively.

⁽²⁾ Of the \$23 million as of March 31, 2026, approximately \$10 million, \$7 million and \$6 million will be recognized as part of Core Earnings net income in the remainder of 2026, 2027 and 2028, respectively.

(2) Goodwill and Acquired Intangible Assets: Our Core Earnings exclude goodwill and intangible asset impairment and the amortization of acquired intangible assets. The following table summarizes the goodwill and acquired intangible asset adjustments.

(Dollars in millions)	Three Months Ended March 31,	
	2026	2025
Core Earnings goodwill and acquired intangible asset adjustments	\$ 4	\$ 1

2. Tangible Equity and Adjusted Tangible Equity Ratio

Adjusted Tangible Equity Ratio measures the ratio of Navient's Tangible Equity to its tangible assets. We adjust this ratio to exclude the assets and equity associated with our FFELP Loan portfolio because FFELP Loans are no longer originated and the FFELP Loan portfolio bears a 3% maximum loss exposure under the terms of the federal guaranty. Management believes that excluding this portfolio from the ratio enhances its usefulness to investors. Management uses this ratio, in addition to other metrics, for analysis and decision making related to capital allocation decisions. The Adjusted Tangible Equity Ratio is calculated as:

(Dollars in millions)	March 31, 2026	March 31, 2025
Navient Corporation's stockholders' equity	\$ 2,379	\$ 2,589
Less: Goodwill and acquired intangible assets	430	437
Tangible Equity	1,949	2,152
Less: Equity held for FFELP Loans	136	151
Adjusted Tangible Equity	\$ 1,813	\$ 2,001
Divided by:		
Total assets	\$ 48,004	\$ 50,950
Less:		
Goodwill and acquired intangible assets	430	437
FFELP Loans	27,237	30,244
Adjusted tangible assets	\$ 20,337	\$ 20,269
Adjusted Tangible Equity Ratio	8.9%	9.9%

3. Allowance for Loan Losses Excluding Expected Future Recoveries on Previously Fully Charged-off Loans

The allowance for loan losses on the Private Education Loan portfolio used for the three credit metrics below excludes the expected future recoveries on previously fully charged-off loans to better reflect the current expected credit losses remaining in connection with the loans on balance sheet that have not charged off. As of March 31, 2026, the \$480 million Private Education Loan allowance for loan losses excluding expected future recoveries on previously fully charged-off loans represents the current expected credit losses that remain in connection with the \$15,963 million Private Education Loan portfolio. The \$166 million of expected future recoveries on previously fully charged-off loans, which is collected over an average 15-year period, mechanically is a reduction to the overall allowance for loan losses. However, it is not related to the \$15,963 million Private Education Loan portfolio on our balance sheet and, as a result, management excludes this impact to the allowance to better evaluate and assess our overall credit loss coverage on the Private Education Loan portfolio. We believe this provides a more meaningful and holistic view of the available credit loss coverage on our non-charged-off Private Education Loan portfolio. We believe this information is useful to our investors, lenders and rating agencies.

Allowance for Loan Losses Metrics – Private Education Loans

(Dollars in millions)	Three Months Ended March 31,			
	2026		2025	
Allowance at end of period (GAAP)	\$	314	\$	397
Plus: expected future recoveries on previously fully charged-off loans		166		174
Allowance at end of period excluding expected future recoveries on previously fully charged-off loans (Non-GAAP Financial Measure)	\$	480	\$	571
Ending total loans	\$	15,963	\$	16,087
Ending loans in repayment	\$	15,335	\$	15,420
Net charge-offs	\$	72	\$	72
Allowance coverage of charge-offs (annualized):				
GAAP		1.1		1.4
Adjustment ⁽¹⁾		.6		.6
Non-GAAP Financial Measure ⁽¹⁾		1.7		2.0
Allowance as a percentage of the ending total loan balance:				
GAAP		2.0%		2.5%
Adjustment ⁽¹⁾		1.0		1.1
Non-GAAP Financial Measure ⁽¹⁾		3.0%		3.6%
Allowance as a percentage of the ending loans in repayment:				
GAAP		2.0%		2.6%
Adjustment ⁽¹⁾		1.1		1.1
Non-GAAP Financial Measure ⁽¹⁾		3.1%		3.7%

⁽¹⁾ The allowance used for these credit metrics excludes the expected future recoveries on previously fully charged-off loans. See discussion above.

Legal Proceedings

For a discussion of legal matters as of March 31, 2026, please refer to “Note 10 – Commitments, Contingencies and Guarantees” to our consolidated financial statements included in this report, which is incorporated into this item by reference.

Risk Factors

The risk factors disclosed in our 2025 Form 10-K should be considered together with information included in this Form 10-Q. We believe there have been no material changes to the risk factors previously disclosed in our 2025 Form 10-K.

Quantitative and Qualitative Disclosures about Market Risk

Interest Rate Sensitivity Analysis

Our interest rate risk management seeks to limit the impact of movements in interest rates on our results of operations and financial position. The following tables summarize the potential effect on earnings over the next 12 months and the potential effect on fair values of balance sheet assets and liabilities at March 31, 2026 and 2025, based upon a sensitivity analysis performed by management assuming a hypothetical increase and decrease in market interest rates of 100 basis points. The earnings sensitivities assume an immediate increase and decrease in market interest rates of 100 basis points and are applied only to financial assets and liabilities, including hedging instruments, that existed at the balance sheet date and do not take into account any new assets, liabilities or hedging instruments that may arise over the next 12 months.

	As of March 31, 2026		As of March 31, 2025	
	Impact on Annual Earnings If:		Impact on Annual Earnings If:	
	Interest Rates		Interest Rates	
	Increase 100 Basis Points	Decrease 100 Basis Points	Increase 100 Basis Points	Decrease 100 Basis Points
(Dollars in millions, except per share amounts)				
Effect on Earnings:				
Change in pre-tax net income before mark-to-market gains (losses) on derivative and hedging activities	\$ (9)	\$ 20	\$ (9)	\$ 19
Mark-to-market gains (losses) on derivative and hedging activities	28	(30)	71	(75)
Increase (decrease) in income before taxes	\$ 19	\$ (10)	\$ 62	\$ (56)
Increase (decrease) in net income after taxes	\$ 15	\$ (8)	\$ 48	\$ (43)
Increase (decrease) in diluted earnings per common share	\$.16	\$ (.08)	\$.47	\$ (.42)

	At March 31, 2026					
	Fair Value	Interest Rates:				
		Change from Increase of 100 Basis Points		Change from Decrease of 100 Basis Points		
	\$	%	\$	%		
(Dollars in millions)						
Effect on Fair Values:						
Assets						
Education Loans	\$ 42,165	\$ (76)	—%	\$ 119	—%	
Other earning assets	2,279	—	—	—	—	
Other assets	2,839	36	1	73	3	
Total assets gain/(loss)	\$ 47,283	\$ (40)	—%	\$ 192	—%	
Liabilities						
Interest-bearing liabilities	\$ 44,139	\$ (208)	—%	\$ 220	—%	
Other liabilities	515	82	16	26	5	
Total liabilities (gain)/loss	\$ 44,654	\$ (126)	—%	\$ 246	1%	

	At December 31, 2025					
	Fair Value	Interest Rates:				
		Change from Increase of 100 Basis Points		Change from Decrease of 100 Basis Points		
	\$	%	\$	%		
(Dollars in millions)						
Effect on Fair Values:						
Assets						
Education Loans	\$ 43,147	\$ (71)	—%	\$ 98	—%	
Other earning assets	2,270	—	—	—	—	
Other assets	2,819	23	1	86	3	
Total assets gain/(loss)	\$ 48,236	\$ (48)	—%	\$ 184	—%	
Liabilities						
Interest-bearing liabilities	\$ 45,204	\$ (223)	—%	\$ 238	1%	
Other liabilities	576	79	14	28	5	
Total liabilities (gain)/loss	\$ 45,780	\$ (144)	—%	\$ 266	1%	

A primary objective in our funding is to minimize our sensitivity to changing interest rates by generally funding our floating rate education loan portfolio with floating rate debt and our fixed rate education loan portfolio with fixed rate debt although we can have a mismatch at times. In addition, we can have a mismatch in the index (including the frequency of reset) of floating rate debt versus floating rate assets. In addition, due to the ability of some FFELP Loans to earn Floor Income, we can have a fixed versus floating mismatch in funding if the education loan earns at the fixed borrower rate and the funding remains floating. We use pay-fixed swaps and fixed rate debt to economically hedge embedded Floor Income in our FFELP Loans. Historically, we have used these instruments on a periodic basis and depending upon market conditions and pricing, we may enter into additional hedges in the future. The result of these hedging transactions is to fix the relative spread between the education loan asset rate and the funding instrument rate.

In the preceding tables, under the scenario where interest rates increase or decrease by 100 basis points, the change in pre-tax net income before the mark-to-market gains (losses) on derivative and hedging activities is primarily due to the impact of (i) a portion of our unhedged FFELP Loans being in a fixed-rate mode due to Floor Income, while being funded with variable rate debt; (ii) certain FFELP fixed rate loans becoming variable interest rate loans when variable interest rates rise above a certain level (Special Allowance Payment or "SAP"). When these loans are funded with fixed rate debt (as we do for a portion of the portfolio to economically hedge Floor Income) we earn additional interest income when earning the higher variable rate that is in effect; and (iii) a portion of our variable rate assets being funded with fixed rate liabilities. Item (i) will generally cause income to decrease when interest rates increase and income to increase when interest rates decrease. Item (ii) and (iii) have the opposite effect. The change due to the interest rate scenario where interest rates increase by 100 basis points in the current period is primarily a result of item (i) having a more significant impact than item (ii) and (iii) as a result of interest rates being lower compared to the prior period. The change due to the interest scenario where interest rates decrease by 100 basis points in the current period is primarily a result of item (i) having a more significant impact than item (ii) and (iii) as a result of interest rates being lower compared to the prior period.

In the preceding tables, under the scenario where interest rates increase or decrease by 100 basis points, the change in mark-to-market gains (losses) on derivative and hedging activities in both periods is primarily due to (i) the notional amount and remaining term of our derivative portfolio and related hedged debt and (ii) the interest rate environment. In both periods, the mark-to-market gains (losses) are primarily related to derivatives that don't qualify for hedge accounting that are used to economically hedge the origination of fixed rate Private Education Loans. As a result of not qualifying for hedge accounting, there is not an offsetting mark-to-market adjustment of the hedged item in this analysis. The decline in impact from the prior year is primarily due to a decline in the notional of derivatives that don't qualify for hedge accounting.

In addition to interest rate risk addressed in the preceding tables, we are also exposed to risks related to foreign currency exchange rates. Foreign currency exchange risk is primarily the result of foreign currency denominated debt issued by us. When we issue foreign denominated corporate unsecured and securitization debt, our policy is to use cross-currency interest rate swaps to swap all foreign currency denominated debt payments (fixed and floating) to USD SOFR using a fixed exchange rate. In the tables above, there would be an immaterial impact on earnings if exchange rates were to decrease or increase, due to the terms of the hedging instrument and hedged items matching. The balance sheet interest-bearing liabilities would be affected by a change in exchange rates; however, the change would be materially offset by the cross-currency interest rate swaps in other assets or other liabilities. In certain economic environments, volatility in the spread between spot and forward foreign exchange rates has resulted in mark-to-market impacts to current period earnings which have not been factored into the above analysis. The earnings impact is noncash, and at maturity of the instruments the cumulative mark-to-market impact will be zero. Navient has not issued foreign currency denominated debt since 2008.

Asset and Liability Funding Gap

The table below presents our assets and liabilities (funding) arranged by underlying indices as of March 31, 2026. Management analyzes interest rate risk and in doing so includes all derivatives that are economically hedging our debt whether they qualify as effective hedges or not (Core Earnings basis). Accordingly, we present the asset and liability funding gap on a Core Earnings basis. 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.

Index (Dollars in billions)	Frequency of Variable Resets	Assets	Funding	Funding Gap
3 month Treasury bill	weekly	\$ 1.4	\$ —	\$ 1.4
3 month Treasury bill	annual	.1	—	.1
Prime	annual	.1	—	.1
Prime	quarterly	.7	—	.7
Prime	monthly	2.5	—	2.5
3 month Term SOFR	quarterly	.1	.9	(.8)
3 month Term SOFR	monthly	—	.4	(.4)
1 month Term SOFR	monthly	1.6	.5	1.1
Overnight SOFR ⁽¹⁾	daily	25.6	26.0	(.4)
Non Discrete reset	monthly	—	4.6	(4.6)
Non Discrete reset	daily/weekly	2.2	—	2.2
Fixed Rate ⁽²⁾		13.7	15.6	(1.9)
Total		\$ 48.0	\$ 48.0	\$ —

⁽¹⁾ The assets are indexed to 30-day average overnight SOFR. A portion of the funding uses the daily average of overnight SOFR from a period preceding the accrual period of the asset ("lookback debt"). Funding includes \$12.3 billion of 30-day average SOFR lookback debt and \$12.0 billion of 90-day average SOFR lookback debt.

⁽²⁾ Assets include receivables and other assets (including goodwill and acquired intangibles). Funding includes other liabilities and stockholders' equity.

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, when economical, have interest rate characteristics that we believe are highly correlated. Interest earned on our FFELP Loans is primarily indexed to 30-day average overnight SOFR, which is reset daily, and our cost of funds is primarily indexed to overnight SOFR but resetting at different times than the asset. A source of variability in FFELP net interest income could also be Floor Income we earn on certain FFELP Loans. Pursuant to the terms of the FFELP, certain FFELP Loans can earn interest at the stated fixed rate of interest as underlying debt interest rate expense remains variable. We refer to this additional spread income as "Floor Income." Floor Income can be volatile since it is dependent on interest rate levels. At times, we hedge this volatility to lock in the value of the Floor Income over the term of the contract. Interest earned on our Private Education Refinance Loans and in-school loans originated after 2020 is generally fixed rate with the related cost of funds generally fixed rate as well. Interest earned on the remaining Private Education Loans is generally indexed to either one-month Prime or term SOFR rates and our cost of funds is primarily indexed to one-month or three-month term SOFR. 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 this risk is low, as all of these indices are short-term with rate movements that are highly correlated over a long period of time, market disruptions (which have occurred in prior years) can lead to a temporary divergence between indices resulting in a negative impact to our earnings.

Unregistered Sales of Equity Securities and Use of Proceeds

Issuer Purchases of Equity Securities

The following table provides information relating to our purchases of shares of our common stock in the three months ended March 31, 2026.

(In millions, except per share data)	Total Number of Shares Purchased ⁽¹⁾	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs ⁽¹⁾⁽²⁾	Approximate Dollar Value of Shares That May Yet Be Purchased Under Publicly Announced Plans or Programs ⁽¹⁾
Period:				
January 1 — January 31, 2026	.4	\$ 11.42	.4	\$ 95
February 1 — February 28, 2026	1.7	9.74	1.7	79
March 1 — March 31, 2026	.2	8.30	.2	77
Total first-quarter 2026	2.3	\$ 9.91	2.3	

⁽¹⁾ In October 2025, our Board of Directors approved a new \$100 million share repurchase program. The share repurchase program does not have an expiration date.

⁽²⁾ On December 17, 2025, the Company entered into a "Rule 10b5-1 trading arrangement" intended to satisfy the affirmative defense conditions of Rule 10b5-1, pursuant to which the Company purchased the applicable shares during fourth-quarter 2025 from December 18, 2025 to December 31, 2025. This plan terminated by its terms on January 31, 2026. On March 13, 2026, the Company entered into a "Rule 10b5-1 trading arrangement" intended to satisfy the affirmative defense conditions of Rule 10b5-1, pursuant to which the Company purchased the applicable shares during first-quarter 2026 from March 18, 2026 to March 31, 2026. This plan terminates by its terms on April 29, 2026.

Other Information

Director and Officer Trading Arrangements

During the quarter ended March 31, 2026, none of the Company's directors or officers who are subject to the filing requirements of Section 16 of the Securities and Exchange Act of 1934, as amended (the Exchange Act), adopted or terminated a Rule 10b5-1 trading arrangement or a non-Rule 10b5-1 trading arrangement (as defined in Item 408(c) of Regulation S-K).

Controls and Procedures

Disclosure Controls and Procedures

Our management, with the participation of our Principal Executive and Principal Financial Officers, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of March 31, 2026. Based on this evaluation, our Principal Executive and Principal Financial Officers concluded that, as of March 31, 2026, 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 and Principal Financial Officers 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, 2026 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Exhibits

- 10.1* [Form of Navient Corporation 2024 Omnibus Incentive Plan Performance Stock Unit Agreement.](#)
- 10.2* [Form of Navient Corporation 2024 Omnibus Incentive Plan Restricted Stock Unit Agreement.](#)
- 10.3* [Agreement and Release, effective as of January 30, 2026, by and between Navient Corporation and its affiliates and Joe Fisher.](#)
- 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* Inline XBRL Instance Document—the instance document does not appear in the Interactive Data File as its XBRL tags are embedded within the Inline XBRL document.
- 101.SCH* Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents.
- 104 Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

* Filed herewith
** Furnished herewith

Financial Statements

NAVIENT CORPORATION
CONSOLIDATED BALANCE SHEETS
(In millions, except per share amounts)
(Unaudited)

	March 31, 2026	December 31, 2025
Assets		
Private Education Loans (net of allowance for losses of \$314 and \$364, respectively)	\$ 15,649	\$ 15,451
FFELP Loans (net of allowance for losses of \$165 and \$173, respectively)	27,237	28,141
Investments	148	166
Cash and cash equivalents	621	637
Restricted cash and cash equivalents	1,510	1,467
Goodwill and acquired intangible assets, net	430	434
Other assets	2,409	2,385
Total assets	\$ 48,004	\$ 48,681
Liabilities		
Short-term borrowings	\$ 5,870	\$ 5,073
Long-term borrowings	39,240	40,633
Other liabilities	515	576
Total liabilities	45,625	46,282
Commitments and contingencies		
Equity		
Series A Junior Participating Preferred Stock, par value \$0.20 per share; 2 million shares authorized at December 31, 2021; no shares issued or outstanding	—	—
Common stock, par value \$0.01 per share, 1.125 billion shares authorized: 468 million and 467 million shares issued, respectively	4	4
Additional paid-in capital	3,407	3,403
Accumulated other comprehensive income (net of tax expense of \$2 and \$1, respectively)	5	2
Retained earnings	4,552	4,552
Total stockholders' equity before treasury stock	7,968	7,961
Less: Common stock held in treasury at cost: 374 million and 371 million shares, respectively	(5,589)	(5,562)
Total equity	2,379	2,399
Total liabilities and equity	\$ 48,004	\$ 48,681

Supplemental information — assets and liabilities of consolidated variable interest entities:

	March 31, 2026	December 31, 2025
Private Education Loans	\$ 14,437	\$ 14,133
FFELP Loans	27,194	28,057
Restricted cash	1,508	1,466
Other assets, net	1,316	1,300
Short-term borrowings	4,493	4,389
Long-term borrowings	35,139	35,835
Net assets of consolidated variable interest entities	\$ 4,823	\$ 4,732

See accompanying notes to consolidated financial statements.

NAVIENT CORPORATION
CONSOLIDATED STATEMENTS OF INCOME
(In millions, except per share amounts)
(Unaudited)

	Three Months Ended March 31,	
	2026	2025
Interest income:		
Private Education Loans	\$ 277	\$ 289
FFELP Loans	401	493
Cash and investments	17	20
Total interest income	695	802
Total interest expense	564	672
Net interest income	131	130
Less: provisions for loan losses	27	30
Net interest income after provisions for loan losses	104	100
Other income (loss):		
Servicing revenue	11	13
Asset recovery and business processing revenue	—	23
Other income	5	15
Gains (losses) on derivative and hedging activities, net	5	(25)
Total other income	21	26
Expenses:		
Salaries and benefits	32	49
Other operating expenses	57	78
Total operating expenses	89	127
Goodwill and acquired intangible asset impairment and amortization expense	4	1
Restructuring/other reorganization expenses	—	3
Total expenses	93	131
Income (loss) before income tax expense (benefit)	32	(5)
Income tax expense (benefit)	15	(3)
Net income (loss)	\$ 17	\$ (2)
Basic earnings (loss) per common share	\$.18	\$ (.02)
Average common shares outstanding	95	102
Diluted earnings (loss) per common share	\$.17	\$ (.02)
Average common and common equivalent shares outstanding	96	102
Dividends per common share	.16	.16

See accompanying notes to consolidated financial statements.

NAVIENT CORPORATION
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In millions)
(Unaudited)

	Three Months Ended March 31,	
	2026	2025
Net income (loss)	\$ 17	\$ (2)
Net changes in cash flow hedges, net of tax ⁽¹⁾	3	(1)
Total comprehensive income (loss)	\$ 20	\$ (3)

⁽¹⁾ See "Note 5 – Derivative Financial Instruments."

See accompanying notes to consolidated financial statements.

NAVIENT CORPORATION
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
(In millions, except share and per share amounts)
(Unaudited)

	Common Stock Shares			Common Stock	Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Treasury Stock	Total Equity
	Issued	Treasury	Outstanding						
Balance at December 31, 2024	465,308,901	(362,283,344)	103,025,557	\$ 4	\$ 3,380	\$ 3	\$ 4,697	\$ (5,443)	\$ 2,641
Comprehensive income (loss):									
Net income (loss)	—	—	—	—	—	—	(2)	—	(2)
Other comprehensive income (loss), net of tax	—	—	—	—	—	(1)	—	—	(1)
Total comprehensive income (loss)	—	—	—	—	—	—	—	—	(3)
Cash dividends:									
Common stock (\$.16 per share)	—	—	—	—	—	—	(16)	—	(16)
Dividend equivalent units related to employee stock-based compensation plans	—	—	—	—	—	—	(2)	—	(2)
Issuance of common shares	1,272,533	—	1,272,533	—	2	—	—	—	2
Stock-based compensation expense	—	—	—	—	8	—	—	—	8
Common stock repurchased	—	(2,552,500)	(2,552,500)	—	—	—	—	(35)	(35)
Shares repurchased related to employee stock-based compensation plans	—	(411,112)	(411,112)	—	—	—	—	(6)	(6)
Balance at March 31, 2025	<u>466,581,434</u>	<u>(365,246,956)</u>	<u>101,334,478</u>	<u>\$ 4</u>	<u>\$ 3,390</u>	<u>\$ 2</u>	<u>\$ 4,677</u>	<u>\$ (5,484)</u>	<u>\$ 2,589</u>
Balance at December 31, 2025	466,792,895	(371,281,553)	95,511,342	\$ 4	\$ 3,403	\$ 2	\$ 4,552	\$ (5,562)	\$ 2,399
Comprehensive income (loss):									
Net income (loss)	—	—	—	—	—	—	17	—	17
Other comprehensive income (loss), net of tax	—	—	—	—	—	3	—	—	3
Total comprehensive income (loss)	—	—	—	—	—	—	—	—	20
Cash dividends:									
Common stock (\$.16 per share)	—	—	—	—	—	—	(15)	—	(15)
Dividend equivalent units related to employee stock-based compensation plans	—	—	—	—	—	—	(2)	—	(2)
Issuance of common shares	1,211,212	—	1,211,212	—	1	—	—	—	1
Stock-based compensation expense	—	—	—	—	3	—	—	—	3
Common stock repurchased	—	(2,347,925)	(2,347,925)	—	—	—	—	(23)	(23)
Shares repurchased related to employee stock-based compensation plans	—	(394,645)	(394,645)	—	—	—	—	(4)	(4)
Balance at March 31, 2026	<u>468,004,107</u>	<u>(374,024,123)</u>	<u>93,979,984</u>	<u>\$ 4</u>	<u>\$ 3,407</u>	<u>\$ 5</u>	<u>\$ 4,552</u>	<u>\$ (5,589)</u>	<u>\$ 2,379</u>

See accompanying notes to consolidated financial statements.

NAVIENT CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In millions)
(Unaudited)

	Three Months Ended March 31,	
	2026	2025
Cash flows from operating activities		
Net income (loss)	\$ 17	\$ (2)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Goodwill and acquired intangible asset impairment and amortization expense	4	1
Stock-based compensation expense	3	8
Mark-to-market (gains) losses on derivative and hedging activities, net	(14)	52
Provisions for loan losses	27	30
Decrease in accrued interest receivable	38	52
(Decrease) in accrued interest payable	(42)	(55)
(Increase) decrease in other assets	(51)	28
(Decrease) in other liabilities	(29)	(43)
Total adjustments	(64)	73
Net cash (used in) provided by operating activities	(47)	71
Cash flows from investing activities		
Education loans originated and acquired	(947)	(630)
Proceeds from payments on education loans	1,622	1,239
Other investing activities, net	16	27
Disposal of subsidiaries, net of cash and restricted cash disposed of	—	25
Net cash provided by investing activities	691	661
Cash flows from financing activities		
Borrowings collateralized by loans in trust - issued	680	547
Borrowings collateralized by loans in trust - repaid	(1,456)	(1,217)
Asset-backed commercial paper conduits, net	192	(4)
Long-term unsecured notes repaid	—	(50)
Other financing activities, net	5	(5)
Common stock repurchased	(23)	(35)
Common dividends paid	(15)	(16)
Net cash used in financing activities	(617)	(780)
Net increase (decrease) in cash, cash equivalents, restricted cash and restricted cash equivalents	27	(48)
Cash, cash equivalents, restricted cash and restricted cash equivalents at beginning of period	2,104	2,103
Cash, cash equivalents, restricted cash and restricted cash equivalents at end of period	\$ 2,131	\$ 2,055
Supplemental disclosure of cash flow information:		
Cash disbursements made (refunds received) for:		
Interest paid	\$ 591	\$ 703
Income taxes paid	\$ 1	\$ 1
Income taxes refunds received	\$ (1)	\$ —
Reconciliation of the Consolidated Statements of Cash Flows to the Consolidated Balance Sheets:		
Cash and cash equivalents	\$ 621	\$ 642
Restricted cash and restricted cash equivalents	1,510	1,413
Total cash, cash equivalents, restricted cash and restricted cash equivalents at end of period	\$ 2,131	\$ 2,055

See accompanying notes to consolidated financial statements.

NAVIENT CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Information at March 31, 2026 and for the three months ended
March 31, 2026 and 2025 is unaudited)

1. Significant Accounting Policies

Basis of Presentation

The accompanying unaudited, consolidated financial statements of Navient 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 Navient and its majority-owned and controlled subsidiaries and those Variable Interest Entities (VIEs) for which we are the primary beneficiary, 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, 2026 are not necessarily indicative of the results for the year ending December 31, 2026 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 2025 Form 10-K. Definitions for certain capitalized terms used but not otherwise defined in this Form 10-Q can be found in our 2025 Form 10-K.

NAVIENT CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Information at March 31, 2026 and for the three months ended
March 31, 2026 and 2025 is unaudited)

2. Allowance for Loan Losses

Allowance for Loan Losses Roll Forward

	Three Months Ended March 31,					
	2026			2025		
	Private Education Loans	FFELP Loans	Total	Private Education Loans	FFELP Loans	Total
(Dollars in millions)						
Allowance at beginning of period	\$ 364	\$ 173	\$ 537	\$ 441	\$ 180	\$ 621
Total provision	18	9	27	22	8	30
Charge-offs:						
Gross charge-offs	(83)	(17)	(100)	(83)	(6)	(89)
Expected future recoveries on current period gross charge-offs	11	—	11	11	—	11
Net charge-offs ⁽¹⁾	(72)	(17)	(89)	(72)	(6)	(78)
Decrease in expected future recoveries on previously fully charged-off loans ⁽²⁾	4	—	4	6	—	6
Allowance at end of period	<u>\$ 314</u>	<u>\$ 165</u>	<u>\$ 479</u>	<u>\$ 397</u>	<u>\$ 182</u>	<u>\$ 579</u>
Net charge-offs as a percentage of average loans in repayment	1.91%	.29%		1.89%	.10%	
Ending total loans	\$ 15,963	\$ 27,402		\$ 16,087	\$ 30,426	
Average loans in repayment	\$ 15,326	\$ 23,226		\$ 15,472	\$ 25,459	
Ending loans in repayment	\$ 15,335	\$ 22,786		\$ 15,420	\$ 24,930	

⁽¹⁾ Charge-offs are reported net of expected recoveries. For Private Education Loans, we charge off the estimated loss of a defaulted loan balance by charging off the entire defaulted loan balance and estimating recoveries on a pool basis. These estimated recoveries are referred to as "expected future recoveries on previously fully charged-off loans." For FFELP Loans, the recovery is received at the time of charge-off.

⁽²⁾ At the end of each month, for Private Education Loans that are 212 days past due, we charge off the estimated loss of a defaulted loan balance by charging off the entire loan balance and estimating recoveries on a pool basis. These estimated recoveries are referred to as "expected future recoveries on previously fully charged-off loans." If actual periodic recoveries are less than expected, the difference is immediately reflected as a reduction to expected future recoveries on previously fully charged-off loans. If actual periodic recoveries are greater than expected, they will be reflected as a recovery through the allowance for Private Education Loan losses once the cumulative recovery amount exceeds the cumulative amount originally expected to be recovered. The following table summarizes the activity in the expected future recoveries on previously fully charged-off loans.

	Three Months Ended March 31,	
	2026	2025
(Dollars in millions)		
Beginning of period expected future recoveries on previously fully charged-off loans	\$ 170	\$ 179
Expected future recoveries of current period defaults	11	11
Recoveries (cash collected)	(11)	(11)
Charge-offs (as a result of lower recovery expectations)	(4)	(6)
End of period expected future recoveries on previously fully charged-off loans	<u>\$ 166</u>	<u>\$ 174</u>
Change in balance during period	\$ (4)	\$ (6)

NAVIENT CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Information at March 31, 2026 and for the three months ended
March 31, 2026 and 2025 is unaudited)

2. Allowance for Loan Losses (Continued)

Private Education Loans

The key credit quality indicators are credit scores (FICO scores), loan status, loan seasoning, certain loan modifications, the existence of a cosigner and school type. The FICO score is the higher of the borrower or co-borrower score and is updated at least every six months while school type is assessed at origination. The other Private Education Loan key quality indicators are updated quarterly.

(Dollars in millions)	Private Education Loan Credit Quality Indicators by Origination Year							Total	% of Total
	2026	2025	2024	March 31, 2026					
	2023	2022	Prior						
Credit Quality Indicators									
FICO Scores:									
640 and above	\$ 811	\$ 2,102	\$ 936	\$ 503	\$ 989	\$ 8,675	\$ 14,016	88%	
Below 640	4	32	57	52	105	1,697	1,947	12	
Total	\$ 815	\$ 2,134	\$ 993	\$ 555	\$ 1,094	\$ 10,372	\$ 15,963	100%	
Loan Status:									
In-school/grace/deferment/forbearance	\$ 14	\$ 102	\$ 83	\$ 44	\$ 47	\$ 338	\$ 628	4%	
Current/90 days or less delinquent	801	2,026	903	502	1,030	9,687	14,949	94	
Greater than 90 days delinquent	—	6	7	9	17	347	386	2	
Total	\$ 815	\$ 2,134	\$ 993	\$ 555	\$ 1,094	\$ 10,372	\$ 15,963	100%	
Seasoning ⁽¹⁾ :									
1-12 payments	\$ 803	\$ 1,910	\$ 47	\$ 23	\$ 14	\$ 27	\$ 2,824	18%	
13-24 payments	—	144	828	42	25	47	1,086	7	
25-36 payments	—	—	51	435	74	107	667	4	
37-48 payments	—	—	—	23	760	273	1,056	7	
More than 48 payments	—	—	—	—	194	9,743	9,937	62	
Loans in-school/grace/deferment	12	80	67	32	27	175	393	2	
Total	\$ 815	\$ 2,134	\$ 993	\$ 555	\$ 1,094	\$ 10,372	\$ 15,963	100%	
Certain Loan Modifications ⁽²⁾ :									
Modified	\$ —	\$ 4	\$ 33	\$ 46	\$ 121	\$ 4,916	\$ 5,120	32%	
Non-Modified	815	2,130	960	509	973	5,456	10,843	68	
Total	\$ 815	\$ 2,134	\$ 993	\$ 555	\$ 1,094	\$ 10,372	\$ 15,963	100%	
Cosigners:									
With cosigner ⁽³⁾	\$ 111	\$ 486	\$ 300	\$ 185	\$ 114	\$ 3,784	\$ 4,980	31%	
Without cosigner	704	1,648	693	370	980	6,588	10,983	69	
Total	\$ 815	\$ 2,134	\$ 993	\$ 555	\$ 1,094	\$ 10,372	\$ 15,963	100%	
School Type:									
Not-for-profit	\$ 766	\$ 2,023	\$ 938	\$ 524	\$ 1,036	\$ 9,214	\$ 14,501	91%	
For-profit	49	111	55	31	58	1,158	1,462	9	
Total	\$ 815	\$ 2,134	\$ 993	\$ 555	\$ 1,094	\$ 10,372	\$ 15,963	100%	
Allowance for loan losses								(314)	
Total loans, net								\$ 15,649	
Charge-Offs	\$ —	\$ (1)	\$ (2)	\$ (2)	\$ (3)	\$ (64)	\$ (72)		

⁽¹⁾ Number of months in active repayment for which a scheduled payment was received.

⁽²⁾ Loan Modifications represents the historical definition of a troubled debt restructuring (TDR) prior to the implementation of ASU No. 2022-02 on January 1, 2023. Any loan that meets the historical definition of a TDR retains that classification for the life of the loan (including loans that meet that definition subsequent to January 1, 2023). This includes loans given rate modifications, term extensions or forbearance greater than 3 months in the prior 24-month period. This classification is not intended to reconcile in any way to the modification disclosures required under ASU No. 2022-02.

⁽³⁾ Excluding Private Education Refinance Loans, the cosigner rate was 67% for total loans at March 31, 2026.

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2. Allowance for Loan Losses (Continued)

(Dollars in millions)	Private Education Loan Credit Quality Indicators by Origination Year							Total	% of Total
	March 31, 2025								
	2025	2024	2023	2022	2021	Prior			
Credit Quality Indicators									
FICO Scores:									
640 and above	\$ 506	\$ 1,230	\$ 692	\$ 1,249	\$ 3,148	\$ 7,435	\$ 14,260	89%	
Below 640	8	23	33	83	150	1,530	1,827	11	
Total	<u>\$ 514</u>	<u>\$ 1,253</u>	<u>\$ 725</u>	<u>\$ 1,332</u>	<u>\$ 3,298</u>	<u>\$ 8,965</u>	<u>\$ 16,087</u>	<u>100%</u>	
Loan Status:									
In-school/grace/deferment/forbearance	\$ 16	\$ 92	\$ 58	\$ 53	\$ 75	\$ 373	\$ 667	4%	
Current/90 days or less delinquent	498	1,157	661	1,266	3,200	8,243	15,025	93	
Greater than 90 days delinquent	—	4	6	13	23	349	395	3	
Total	<u>\$ 514</u>	<u>\$ 1,253</u>	<u>\$ 725</u>	<u>\$ 1,332</u>	<u>\$ 3,298</u>	<u>\$ 8,965</u>	<u>\$ 16,087</u>	<u>100%</u>	
Seasoning ⁽¹⁾ :									
1-12 payments	\$ 502	\$ 1,101	\$ 38	\$ 26	\$ 15	\$ 32	\$ 1,714	11%	
13-24 payments	—	73	605	66	42	46	832	5	
25-36 payments	—	—	34	966	159	93	1,252	8	
37-48 payments	—	—	—	241	2,886	187	3,314	21	
More than 48 payments	—	—	—	—	155	8,436	8,591	53	
Loans in-school/grace/deferment	12	79	48	33	41	171	384	2	
Total	<u>\$ 514</u>	<u>\$ 1,253</u>	<u>\$ 725</u>	<u>\$ 1,332</u>	<u>\$ 3,298</u>	<u>\$ 8,965</u>	<u>\$ 16,087</u>	<u>100%</u>	
Certain Loan Modifications ⁽²⁾ :									
Modified	\$ —	\$ 2	\$ 21	\$ 91	\$ 196	\$ 5,199	\$ 5,509	34%	
Non-Modified	514	1,251	704	1,241	3,102	3,766	10,578	66	
Total	<u>\$ 514</u>	<u>\$ 1,253</u>	<u>\$ 725</u>	<u>\$ 1,332</u>	<u>\$ 3,298</u>	<u>\$ 8,965</u>	<u>\$ 16,087</u>	<u>100%</u>	
Cosigners:									
With cosigner ⁽³⁾	\$ 88	\$ 350	\$ 236	\$ 145	\$ 75	\$ 4,327	\$ 5,221	32%	
Without cosigner	426	903	489	1,187	3,223	4,638	10,866	68	
Total	<u>\$ 514</u>	<u>\$ 1,253</u>	<u>\$ 725</u>	<u>\$ 1,332</u>	<u>\$ 3,298</u>	<u>\$ 8,965</u>	<u>\$ 16,087</u>	<u>100%</u>	
School Type:									
Not-for-profit	\$ 503	\$ 1,183	\$ 685	\$ 1,261	\$ 3,104	\$ 7,779	\$ 14,515	90%	
For-profit	11	70	40	71	194	1,186	1,572	10	
Total	<u>\$ 514</u>	<u>\$ 1,253</u>	<u>\$ 725</u>	<u>\$ 1,332</u>	<u>\$ 3,298</u>	<u>\$ 8,965</u>	<u>\$ 16,087</u>	<u>100%</u>	
Allowance for loan losses							(397)		
Total loans, net							<u>\$ 15,690</u>		
Charge-Offs	\$ —	\$ (1)	\$ (1)	\$ (3)	\$ (5)	\$ (62)	\$ (72)		

⁽¹⁾ Number of months in active repayment for which a scheduled payment was received.

⁽²⁾ Loan Modifications represents the historical definition of a troubled debt restructuring (TDR) prior to the implementation of ASU No. 2022-02 on January 1, 2023. Any loan that meets the historical definition of a TDR retains that classification for the life of the loan (including loans that meet that definition subsequent to January 1, 2023). This includes loans given rate modifications, term extensions or forbearance greater than 3 months in the prior 24-month period. This classification is not intended to reconcile in any way to the modification disclosures required under ASU No. 2022-02.

⁽³⁾ Excluding Private Education Refinance Loans, the cosigner rate was 66% for total loans at March 31, 2025.

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2. Allowance for Loan Losses (Continued)

(Dollars in millions)	Private Education Loan Delinquencies					
	March 31, 2026		December 31, 2025		March 31, 2025	
	Balance	%	Balance	%	Balance	%
Loans in-school/grace/deferment ⁽¹⁾	\$ 393		\$ 395		\$ 384	
Loans in forbearance ⁽²⁾	235		236		283	
Loans in repayment and percentage of each status:						
Loans current	14,489	94.5%	14,230	93.7%	14,440	93.6%
Loans delinquent 31-60 days ⁽³⁾	294	1.9	326	2.1	373	2.4
Loans delinquent 61-90 days ⁽³⁾	166	1.1	194	1.3	212	1.4
Loans delinquent greater than 90 days ⁽³⁾	386	2.5	434	2.9	395	2.6
Total loans in repayment	<u>15,335</u>	<u>100%</u>	<u>15,184</u>	<u>100%</u>	<u>15,420</u>	<u>100%</u>
Total loans	15,963		15,815		16,087	
Allowance for losses	(314)		(364)		(397)	
Loans, net	<u>\$ 15,649</u>		<u>\$ 15,451</u>		<u>\$ 15,690</u>	
Percentage of loans in repayment		<u>96.1%</u>		<u>96.0%</u>		<u>95.9%</u>
Delinquencies as a percentage of loans in repayment		<u>5.5%</u>		<u>6.3%</u>		<u>6.4%</u>
Loans in forbearance as a percentage of loans in repayment and forbearance		<u>1.5%</u>		<u>1.5%</u>		<u>1.8%</u>

⁽¹⁾ Loans for customers who are attending school or are in other permitted educational activities and are not yet required to make payments on their loans, e.g., loans for customers who have requested and qualify for other permitted program deferments such as various military eligible deferments.

⁽²⁾ Loans for customers who have requested an extension of the grace period generally during employment transition or who have temporarily ceased making full payments due to hardship or other factors such as disaster relief 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.

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2. Allowance for Loan Losses (Continued)

FFELP Loans

FFELP Loans are substantially insured and guaranteed as to their principal and accrued interest in the event of default. The key credit quality indicators are loan status and loan type.

(Dollars in millions)	FFELP Loan Delinquencies					
	March 31, 2026		December 31, 2025		March 31, 2025	
	Balance	%	Balance	%	Balance	%
Loans in-school/grace/deferment ⁽¹⁾	\$ 1,219		\$ 1,210		\$ 1,304	
Loans in forbearance ⁽²⁾	3,397		3,532		4,192	
Loans in repayment and percentage of each status:						
Loans current	19,326	84.8%	19,441	82.4%	19,825	79.5%
Loans delinquent 31-60 days ⁽³⁾	903	4.0	1,075	4.6	1,395	5.6
Loans delinquent 61-90 days ⁽³⁾	624	2.7	706	3.0	1,180	4.7
Loans delinquent greater than 90 days ⁽³⁾	1,933	8.5	2,350	10.0	2,530	10.2
Total FFELP Loans in repayment	<u>22,786</u>	<u>100%</u>	<u>23,572</u>	<u>100%</u>	<u>24,930</u>	<u>100%</u>
Total FFELP Loans	27,402		28,314		30,426	
FFELP Loan allowance for losses	(165)		(173)		(182)	
FFELP Loans, net	<u>\$ 27,237</u>		<u>\$ 28,141</u>		<u>\$ 30,244</u>	
Percentage of FFELP Loans in repayment		<u>83.2%</u>		<u>83.3%</u>		<u>81.9%</u>
Delinquencies as a percentage of FFELP Loans in repayment		<u>15.2%</u>		<u>17.5%</u>		<u>20.5%</u>
FFELP Loans in forbearance as a percentage of loans in repayment and forbearance		<u>13.0%</u>		<u>13.0%</u>		<u>14.4%</u>

- (1) Loans for customers who may still be attending school or engaging 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, as well as loans for customers who have requested and qualify for other permitted program deferments such as military, unemployment, or economic hardships.
- (2) Loans for customers who have used their allowable deferment time or do not qualify for deferment, who need additional time to obtain employment or who have temporarily ceased making full payments due to hardship or other factors such as disaster relief 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.

Loan type:

(Dollars in millions)	March 31, 2026	March 31, 2025	Change
Stafford Loans	\$ 9,006	\$ 9,853	\$ (847)
Consolidation Loans	15,621	17,500	(1,879)
Rehab Loans	2,775	3,073	(298)
Total loans, gross	<u>\$ 27,402</u>	<u>\$ 30,426</u>	<u>\$ (3,024)</u>

Loan Modifications to Borrowers Experiencing Financial Difficulty

We adjust the terms of Private Education Loans for certain borrowers when we believe such changes will help our customers better manage their student loan obligations, achieve better outcomes and increase the collectability of the loans. These changes generally take the form of a temporary interest rate reduction, a temporary forbearance of payments, a temporary interest-only payment, and a temporary interest rate reduction with a permanent extension of the loan term. The effect of modifications of loans made to borrowers who are experiencing financial difficulty is already included in the allowance for credit losses because of the measurement methodologies used to estimate the allowance. The model design predicts borrowers that will have financial difficulty in the future and require loan modification and increased life of loan default risk.

Under our current forbearance practices, temporary hardship forbearance of payments generally cannot exceed 12 months over the life of the loan. However, exceptions can be made in cases where borrowers have shown the ability to make a substantial number of monthly principal and interest payments and in those cases borrowers can be granted up to 24 months of hardship forbearance over the life of the loan. We offer other administrative forbearances (e.g., death and disability, bankruptcy, military service, and disaster forbearance) that are either required by law (such as the Servicemembers Civil Relief Act) or are considered separate from our active loss mitigation programs and therefore are not considered to be loan modifications requiring disclosure under ASU No. 2022-02.

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2. Allowance for Loan Losses (Continued)

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 perspective at any point in their life cycle prior to claim payment and continue to accrue interest on those loans through the date of claim. Further, FFELP loan modification events are either legal entitlements subject to regulatory-driven eligibility criteria or addressed in the promissory note terms, so we do not consider these events as a component of our loan modification programs.

The following tables show the amortized cost basis as of March 31, 2026 and 2025 of the loans to borrowers experiencing financial difficulty that were modified during the respective period.

		Three Months Ended March 31, 2026					
		Loan Modifications Made to Borrowers Experiencing Financial Difficulty					
(Dollars in millions)	Loan Type	Interest Rate Reductions ⁽¹⁾		More Than an Insignificant Payment Delay ⁽²⁾		Combination Rate Reduction and Term Extension	
		Amortized Cost	% of Loan Type	Amortized Cost	% of Loan Type	Amortized Cost	% of Loan Type
	Private Education Loans	\$ 609	3.8%	\$ 293	1.8%	\$ 39	.2%

		Three Months Ended March 31, 2025					
		Loan Modifications Made to Borrowers Experiencing Financial Difficulty					
(Dollars in millions)	Loan Type	Interest Rate Reductions ⁽¹⁾		More Than an Insignificant Payment Delay ⁽²⁾		Combination Rate Reduction and Term Extension	
		Amortized Cost	% of Loan Type	Amortized Cost	% of Loan Type	Amortized Cost	% of Loan Type
	Private Education Loans	\$ 605	3.8%	\$ 309	1.9%	\$ 42	.3%

(1) As of March 31, 2026 and 2025, there was \$1.0 billion and \$1.0 billion, respectively, of loans in the interest rate reduction program.

(2) More Than an Insignificant Payment Delay includes loans granted more than 3 months of short-term interest only payments or hardship forbearance.

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2. Allowance for Loan Losses (Continued)

For those loans modified in the three months ended March 31, 2026 and 2025, the following tables show the impact of such modification.

Three Months Ended March 31, 2026			
Loan Type	Interest Rate Reductions	More Than an Insignificant Payment Delay	Combination Rate Reduction and Term Extension
Private Education Loans	Reduced the weighted average contractual rate from 11.6% to 5.2%	Added an average 5 months to the remaining life of the loans	Added an average 6 years to the remaining life of the loans and reduced the weighted average contractual rate from 11.2% to 5.1%.

Three Months Ended March 31, 2025			
Loan Type	Interest Rate Reductions	More Than an Insignificant Payment Delay	Combination Rate Reduction and Term Extension
Private Education Loans	Reduced the weighted average contractual rate from 12.4% to 5.4%	Added an average 5 months to the remaining life of the loans	Added an average 6 years to the remaining life of the loans and reduced the weighted average contractual rate from 11.9% to 5.5%.

The following table provides the amount of loan modifications for which a charge-off or payment default occurred in the respective period and within 12 months of the loan receiving a loan modification. We define payment default as 60 days or more past due for purposes of this disclosure. We closely monitor performance of the loans to borrowers experiencing financial difficulty that are modified to understand the effectiveness of the modification efforts.

(Dollars in millions)	Three Months Ended March 31,			
	2026		2025	
Modified loans (amortized cost) ⁽¹⁾	\$	120	\$	120
Payment default (par)	\$	123	\$	122
Charge-offs (par)	\$	25	\$	10

⁽¹⁾ For the three months ended March 31, 2026 and 2025, the modified loans include \$82 million and \$82 million, respectively, of Interest Rate Reduction, \$5 million and \$5 million, respectively, of Combination Rate Reduction and Term Extension, and \$33 million and \$33 million, respectively, of More Than Insignificant Payment Delay.

The following table provides the performance and related loan status of Private Education Loans that have been modified within the 12 months prior to March 31, 2026 and the 12 months prior to December 31, 2025, respectively.

(Dollars in millions)	Payment Status (Amortized Cost)			
	Twelve Months Ended			
	March 31, 2026		December 31, 2025	
Loan Status				
Loans in school/deferment	\$	23	\$	24
Loans in forbearance		80		73
Loans current		2,099		2,056
Loans delinquent 31 - 60 days		179		191
Loans delinquent 61 - 90 days		108		125
Loans delinquent greater than 90 days		181		211
Total modified loans	\$	2,670	\$	2,680

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3. Goodwill

The following table summarizes our goodwill for our reporting units and reportable segments.

(Dollars in millions)	March 31, 2026	December 31, 2025
Consumer Lending reportable segment:		
Private Education Legacy In-School Loans	\$ 106	\$ 106
Private Education Refinance Loans	77	77
Private Education Recent In-School Loans	13	13
Total	196	196
Federal Education Loans reportable segment:		
FFELP Loans	227	227
Federal Education Loan Servicing	5	5
Total	232	232
Total goodwill	\$ 428	\$ 428

The Company performs its annual goodwill impairment test as of October 1. As of October 1, 2025, a quantitative test was performed, and the fair value of each reporting unit with goodwill exceeded its carrying value. In January 2026, Navient's stock price experienced a decline and sustained volatility after Navient reduced its 2026 EPS guidance. The Company determined the decline in stock price constituted a triggering event requiring an interim goodwill impairment assessment.

Accordingly, management performed a qualitative impairment assessment as of March 31, 2026. The assessment included an analysis of the amount of cushion that existed (difference between the fair value and carry value of the reporting unit) when the quantitative test was last completed in the fourth quarter of 2025, and a review of macroeconomic conditions, including stock price volatilities within our industry and the broader market, the regulatory and legislative environment and the performance of each reporting unit relative to the key assumptions used in the previous October 1, 2025 quantitative test. We also considered our market capitalization in relation to book equity. We concluded it was more likely than not on March 31, 2026, that the fair value of each reporting unit with goodwill continued to exceed their respective carrying values and therefore goodwill was not impaired. Therefore, a quantitative impairment test was not required. The Company will continue to monitor its reporting units for any future triggering events.

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4. Borrowings

The following table summarizes our borrowings.

(Dollars in millions)	March 31, 2026			December 31, 2025		
	Short Term	Long Term	Total	Short Term	Long Term	Total
Unsecured borrowings:						
Senior unsecured debt	\$ 1,225	\$ 4,084	\$ 5,309	\$ 525	\$ 4,782	\$ 5,307
Total unsecured borrowings	1,225	4,084	5,309	525	4,782	5,307
Secured borrowings:						
Private Education Loan securitizations ⁽¹⁾	432	10,303	10,735	469	10,250	10,719
FFELP Loan securitizations ⁽²⁾⁽³⁾	105	24,525	24,630	109	25,302	25,411
Private Education Loan ABCP facilities ⁽⁴⁾	2,145	—	2,145	1,942	—	1,942
FFELP Loan ABCP facilities ⁽⁴⁾	1,811	347	2,158	1,869	299	2,168
Other ⁽⁵⁾	166	39	205	160	39	199
Total secured borrowings	4,659	35,214	39,873	4,549	35,890	40,439
Total before hedge accounting adjustments	5,884	39,298	45,182	5,074	40,672	45,746
Hedge accounting adjustments	(14)	(58)	(72)	(1)	(39)	(40)
Total	\$ 5,870	\$ 39,240	\$ 45,110	\$ 5,073	\$ 40,633	\$ 45,706

⁽¹⁾ Includes \$432 million and \$469 million of short-term debt related to the Private Education Loan ABS repurchase facilities (Private Education Loan Repurchase Facilities) as of March 31, 2026 and December 31, 2025, respectively.

⁽²⁾ Includes \$105 million and \$109 million of short-term debt and \$0 and \$0 of long-term debt related to the FFELP Loan ABS repurchase facilities (FFELP Loan Repurchase Facilities) as of March 31, 2026 and December 31, 2025, respectively.

⁽³⁾ Includes defaulted FFELP secured debt tranches with a remaining principal amount of \$1.1 billion as of March 31, 2026 as a result of not maturing by their respective contractual maturity dates. Notices were delivered to the trustee, rating agencies and bondholders alerting them to these maturity date defaults. At this time, it is expected the bonds will be paid in full between 2027 and 2037. There is no impact to the principal amount owed or the coupon at which the bonds accrue, and there is no revised contractual maturity date.

⁽⁴⁾ ABCP facilities include \$728 million and \$532 million of gross issuances in the three months ended March 31, 2026 and 2025, respectively, and \$536 million and \$536 million of gross paydowns in the three months ended March 31, 2026 and 2025, respectively.

⁽⁵⁾ "Other" primarily includes the obligation to return cash collateral held related to derivative exposure.

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5. Derivative Financial Instruments

Summary of Derivative Financial Statement Impact

The following tables summarize the fair values and notional amounts of all derivative instruments and their impact on net income and other comprehensive income.

Impact of Derivatives on Balance Sheet

(Dollars in millions)	Hedged Risk Exposure	Cash Flow		Fair Value ⁽³⁾		Trading		Total	
		Mar 31, 2026	Dec 31, 2025	Mar 31, 2026	Dec 31, 2025	Mar 31, 2026	Dec 31, 2025	Mar 31, 2026	Dec 31, 2025
Fair Values ⁽¹⁾									
<i>Derivative Assets:</i>									
Interest rate swaps	Interest rate	\$ —	\$ —	\$ 34	\$ 39	\$ —	\$ —	\$ 34	\$ 39
Cross-currency interest rate swaps	Foreign currency and interest rate	—	—	2	3	—	—	2	3
Total derivative assets ⁽²⁾		—	—	36	42	—	—	36	42
<i>Derivative Liabilities:</i>									
Interest rate swaps	Interest rate	—	—	—	—	—	—	—	—
Cross-currency interest rate swaps	Foreign currency and interest rate	—	—	(91)	(79)	—	—	(91)	(79)
Total derivative liabilities ⁽²⁾		—	—	(91)	(79)	—	—	(91)	(79)
Net total derivatives		\$ —	\$ —	\$ (55)	\$ (37)	\$ —	\$ —	\$ (55)	\$ (37)

⁽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 shows derivative positions net of collateral:

(Dollars in millions)	Other Assets		Other Liabilities	
	March 31, 2026	December 31, 2025	March 31, 2026	December 31, 2025
Derivative values (as carried on balance sheet)	\$ 36	\$ 42	\$ (91)	\$ (79)
Cash collateral (held) pledged	(27)	(44)	52	40
Net position	\$ 9	\$ (2)	\$ (39)	\$ (39)

⁽³⁾ The following table shows the carrying value of liabilities in fair value hedges and the related fair value hedging adjustments to these liabilities:

(Dollars in millions)	As of March 31, 2026		As of December 31, 2025	
	Carrying Value	Hedge Basis Adjustments	Carrying Value	Hedge Basis Adjustments
Short-term borrowings	\$ 1,183	\$ (15)	\$ 499	\$ (1)
Long-term borrowings	\$ 3,918	\$ (60)	\$ 4,675	\$ (42)

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5. Derivative Financial Instruments (Continued)

The above fair values include adjustments when necessary for counterparty credit risk.

	Cash Flow		Fair Value		Trading		Total	
	Mar 31, 2026	Dec 31, 2025	Mar 31, 2026	Dec 31, 2025	Mar 31, 2026	Dec 31, 2025	Mar 31, 2026	Dec 31, 2025
(Dollars in billions)								
Notional Values:								
Interest rate swaps	\$ 1.4	\$ 1.3	\$ 4.1	\$ 4.1	\$.8	\$.7	\$ 6.3	\$ 6.1
Cross-currency interest rate swaps	—	—	1.2	1.2	—	—	1.2	1.2
Total derivatives	\$ 1.4	\$ 1.3	\$ 5.3	\$ 5.3	\$.8	\$.7	\$ 7.5	\$ 7.3

Mark-to-Market Impact of Derivatives on Statements of Income

	Total Gains (Losses)	
	Three Months Ended March 31,	
	2026	2025
(Dollars in millions)		
Fair Value Hedges:		
Interest Rate Swaps		
Gains (losses) recognized in net income on derivatives	\$ (10)	\$ 58
Gains (losses) recognized in net income on hedged items	12	(61)
Net fair value hedge ineffectiveness gains (losses)	2	(3)
Cross-currency interest rate swaps		
Gains (losses) recognized in net income on derivatives	(14)	54
Gains (losses) recognized in net income on hedged items	20	(57)
Net fair value hedge ineffectiveness gains (losses)	6	(3)
Total fair value hedges ⁽¹⁾⁽²⁾	8	(6)
Cash Flow Hedges:		
Total cash flow hedges ⁽²⁾	—	—
Trading:		
Interest rate swaps	5	(25)
Total trading derivatives ⁽³⁾	5	(25)
Mark-to-market gains (losses) recognized	\$ 13	\$ (31)

⁽¹⁾ Recorded in interest expense in the consolidated statements of income.

⁽²⁾ The accrued interest income (expense) on fair value hedges and cash flow hedges is recorded in interest expense and is excluded from this table.

⁽³⁾ Recorded in "gains (losses) on derivative and hedging activities, net" in the consolidated statements of income.

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5. Derivative Financial Instruments (Continued)

Impact of Derivatives on Other Comprehensive Income (Equity)

(Dollars in millions)	Three Months Ended March 31,	
	2026	2025
Total gains (losses) on cash flow hedges	\$ 3	\$ (1)
Reclassification adjustments for derivative (gains) losses included in net income (interest expense) ⁽¹⁾	—	—
Net changes in cash flow hedges, net of tax	<u>\$ 3</u>	<u>\$ (1)</u>

⁽¹⁾ Includes net settlement income/expense.

Collateral

The following table details collateral held and pledged related to derivative exposure between us and our derivative counterparties:

(Dollars in millions)	March 31, 2026	December 31, 2025
Collateral held:		
Cash (obligation to return cash collateral is recorded in short-term borrowings)	\$ 27	\$ 44
Securities at fair value — corporate derivatives (not recorded in financial statements) ⁽¹⁾	—	—
Securities at fair value — on-balance sheet securitization derivatives (not recorded in financial statements) ⁽²⁾	—	—
Total collateral held	<u>\$ 27</u>	<u>\$ 44</u>
Derivative asset at fair value including accrued interest	<u>\$ 36</u>	<u>\$ 51</u>
Collateral pledged to others:		
Cash (right to receive return of cash collateral is recorded in investments)	\$ 52	\$ 40
Total collateral pledged	<u>\$ 52</u>	<u>\$ 40</u>
Derivative liability at fair value including accrued interest and premium receivable	<u>\$ 95</u>	<u>\$ 84</u>

⁽¹⁾ The Company has the ability to sell or re-pledge securities it holds as collateral.

⁽²⁾ The trusts do not have the ability to sell or re-pledge securities they hold as collateral.

Our corporate derivatives contain credit contingent features. At our current unsecured credit rating, we have fully collateralized our corporate liability position (including accrued interest and net of premiums receivable) of \$0 with our counterparties. Downgrades in our unsecured credit rating would not result in any additional collateral requirements. Trust related derivatives do not contain credit contingent features related to our or the trusts' credit ratings. At March 31, 2026 and December 31, 2025, we have a net positive exposure (derivative gain positions to us less collateral which has been posted by counterparties to us) related to Navient Corporation derivatives of \$8 million and \$4 million, respectively. The trusts are not required to post collateral to the counterparties. At March 31, 2026 and December 31, 2025, the net positive exposure on swaps in securitization trusts was \$1 million and \$3 million, respectively.

6. Other Assets

The following table provides the detail of our other assets.

(Dollars in millions)	March 31, 2026	December 31, 2025
Accrued interest receivable	\$ 1,620	\$ 1,658
Benefit and insurance-related investments	460	458
Income tax asset, net	134	150
Derivatives at fair value	36	42
Fixed assets	21	23
Accounts receivable	11	12
Other	127	42
Total	<u>\$ 2,409</u>	<u>\$ 2,385</u>

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7. Stockholders' Equity

The following table summarizes our common share repurchases, issuances and dividends paid.

(Dollars and shares in millions, except per share amounts)	Three Months Ended March 31,	
	2026	2025
Common stock repurchased ⁽¹⁾	2.3	2.6
Common stock repurchased (in dollars) ⁽¹⁾	\$ 23	\$ 35
Average purchase price per share ⁽¹⁾	\$ 9.91	\$ 13.71
Remaining common stock repurchase authority ⁽¹⁾	\$ 77	\$ 76
Shares repurchased related to employee stock-based compensation plans ⁽²⁾	.4	.4
Average purchase price per share ⁽²⁾	\$ 9.78	\$ 13.75
Common shares issued ⁽³⁾	1.2	1.3
Dividends paid	\$ 15	\$ 16
Dividends per share	\$.16	\$.16

⁽¹⁾ Common shares purchased under our share repurchase program. Our Board of Directors authorized a \$100 million share repurchase program in October 2025.

⁽²⁾ Comprises shares withheld from the vesting of restricted stock for employees' tax withholding obligations.

⁽³⁾ Common shares issued under our various compensation and benefit plans.

The closing price of our common stock on March 31, 2026 was \$8.18.

8. Earnings (Loss) per Common Share

Basic earnings (loss) per common share (EPS) are calculated using the weighted average number of shares of common stock outstanding during each period. A reconciliation of the numerators and denominators of the basic and diluted EPS calculations on a GAAP basis follows.

(In millions, except per share data)	Three Months Ended March 31,	
	2026	2025
Numerator:		
Net income (loss)	\$ 17	\$ (2)
Denominator:		
Weighted average shares used to compute basic EPS	95	102
Effect of dilutive securities:		
Dilutive effect of restricted stock, restricted stock units, performance stock units, and Employee Stock Purchase Plan (ESPP) ⁽¹⁾	1	—
Dilutive potential common shares ⁽²⁾	1	—
Weighted average shares used to compute diluted EPS	96	102
Basic earnings (loss) per common share	\$.18	\$ (.02)
Diluted earnings (loss) per common share	\$.17	\$ (.02)

⁽¹⁾ Includes the potential dilutive effect of additional common shares that are issuable upon the vesting of restricted stock, restricted stock units and performance 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, 2026 and 2025, approximately 0 million and 2 million shares, respectively, were outstanding but not included in the computation of diluted earnings per share because they were anti-dilutive.

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9. Fair Value Measurements

We use estimates of fair value in applying various accounting standards in 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. The fair value of the items discussed below are separately disclosed in this footnote.

During the three months ended March 31, 2026, there were no significant transfers of financial instruments between levels, or changes in our methodology used to value our financial instruments.

The following table summarizes the valuation of our financial instruments that are marked-to-market on a recurring basis. During the first quarters of 2026 and 2025, there were no significant transfers of financial instruments between levels.

(Dollars in millions)	Fair Value Measurements on a Recurring Basis							
	March 31, 2026				December 31, 2025			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Assets								
Derivative instruments: ⁽¹⁾								
Interest rate swaps	\$ —	\$ 34	\$ —	\$ 34	\$ —	\$ 39	\$ —	\$ 39
Cross-currency interest rate swaps	—	—	2	2	—	—	3	3
Total derivative assets ⁽²⁾	—	34	2	36	—	39	3	42
Total	\$ —	\$ 34	\$ 2	\$ 36	\$ —	\$ 39	\$ 3	\$ 42
Liabilities⁽³⁾								
Derivative instruments: ⁽¹⁾								
Interest rate swaps	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Cross-currency interest rate swaps	—	—	(91)	(91)	—	—	(79)	(79)
Total derivative liabilities ⁽²⁾	—	—	(91)	(91)	—	—	(79)	(79)
Total	\$ —	\$ —	\$ (91)	\$ (91)	\$ —	\$ —	\$ (79)	\$ (79)

⁽¹⁾ Fair value of derivative instruments excludes accrued interest and the value of collateral.

⁽²⁾ Borrowings which are the hedged item in a fair value hedge relationship and which are adjusted for changes in value due to benchmark interest rates only are not carried at full fair value and not reflected in this table.

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9. Fair Value Measurements (Continued)

The following tables summarize the change in balance sheet carrying value associated with level 3 financial instruments carried at fair value on a recurring basis.

(Dollars in millions)	Three Months Ended March 31,							
	2026				2025			
	Derivative instruments			Total Derivative Instruments	Derivative instruments			Total Derivative Instruments
Interest Rate Swaps	Cross Currency Interest Rate Swaps	Other	Interest Rate Swaps		Cross Currency Interest Rate Swaps	Other		
Balance, beginning of period	\$ —	\$ (76)	\$ —	\$ (76)	\$ —	\$ (244)	\$ —	\$ (244)
Total gains/(losses):								
Included in earnings ⁽¹⁾	—	(20)	—	(20)	—	45	—	45
Included in other comprehensive income	—	—	—	—	—	—	—	—
Settlements	—	7	—	7	—	9	—	9
Transfers in and/or out of level 3	—	—	—	—	—	—	—	—
Balance, end of period	<u>\$ —</u>	<u>\$ (89)</u>	<u>\$ —</u>	<u>\$ (89)</u>	<u>\$ —</u>	<u>\$ (190)</u>	<u>\$ —</u>	<u>\$ (190)</u>
Change in mark-to-market gains/(losses) relating to instruments still held at the reporting date ⁽²⁾	<u>\$ —</u>	<u>\$ (13)</u>	<u>\$ —</u>	<u>\$ (13)</u>	<u>\$ —</u>	<u>\$ 54</u>	<u>\$ —</u>	<u>\$ 54</u>

⁽¹⁾ "Included in earnings" is comprised of the following amounts recorded in the specified line item in the consolidated statements of income:

(Dollars in millions)	Three Months Ended March 31,	
	2026	2025
Gains (losses) on derivative and hedging activities, net	\$ —	\$ —
Interest expense	(20)	45
Total	<u>(20)</u>	<u>45</u>

⁽²⁾ Recorded in "gains (losses) on derivative and hedging activities, net" in the consolidated statements of income for interest rate swaps. Recorded in interest expense for cross-currency interest rate swaps in fair value hedges.

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9. Fair Value Measurements (Continued)

The following table presents the significant inputs that are unobservable or from inactive markets used in the recurring valuations of the level 3 financial instruments detailed above.

(Dollars in millions)	Fair Value at March 31, 2026	Valuation Technique	Input	Range and Weighted Average
Derivatives				
Cross-currency interest rate swaps	\$ (89)	Discounted cash flow	Constant Prepayment Rate	5%
Total	<u>(89)</u>			

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

(Dollars in millions)	March 31, 2026			December 31, 2025		
	Fair Value	Carrying Value	Difference	Fair Value	Carrying Value	Difference
Earning assets						
Private Education Loans	\$ 15,091	\$ 15,649	\$ (558)	\$ 15,051	\$ 15,451	\$ (400)
FFELP Loans	27,074	27,237	(163)	28,096	28,141	(45)
Cash and investments	2,279	2,279	—	2,270	2,270	—
Total earning assets	<u>44,444</u>	<u>45,165</u>	<u>(721)</u>	<u>45,417</u>	<u>45,862</u>	<u>(445)</u>
Interest-bearing liabilities						
Short-term borrowings	5,876	5,870	(6)	5,084	5,073	(11)
Long-term borrowings	38,263	39,240	977	40,120	40,633	513
Total interest-bearing liabilities	<u>44,139</u>	<u>45,110</u>	<u>971</u>	<u>45,204</u>	<u>45,706</u>	<u>502</u>
Derivative financial instruments						
Interest rate swaps	34	34	—	39	39	—
Cross-currency interest rate swaps	(89)	(89)	—	(76)	(76)	—
Excess of net asset fair value over carrying value			<u>\$ 250</u>			<u>\$ 57</u>

10. Commitments, Contingencies and Guarantees

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, except as otherwise disclosed. Most of these matters are claims including individual and class action lawsuits relating to loan servicing or business processing and which allege violations of state or federal laws in connection with servicing or collection activities on education loans and other debts.

In the ordinary course of our business, the Company and our subsidiaries and affiliates receive information and document requests and investigative demands from various entities including State Attorneys General, U.S. Attorneys, legislative committees, individual members of Congress and administrative agencies. These requests may be informational, regulatory or enforcement in nature and may relate to our business practices, the industries in which we operate, or companies with whom we conduct business. Generally, our practice has been and continues to be to cooperate with these bodies and to be responsive to any such requests.

The number of these inquiries and the volume of related information demands have normalized at elevated levels and therefore the Company must continue to expend time and resources to timely respond to these requests which may, depending on their outcome, result in payments of restitution, fines and penalties.

Contingencies

In the ordinary course of business, we and our subsidiaries are 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 are asserted against us and our subsidiaries. We and our subsidiaries are also subject to potential unasserted claims by third parties.

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10. Commitments, Contingencies and Guarantees (Continued)

In the ordinary course of business, we and our subsidiaries are subject to regulatory examinations, information gathering requests, inquiries and investigations. In connection with formal and informal inquiries in these cases, we and our subsidiaries receive requests, subpoenas and orders for documents, testimony and information in connection with various aspects of our regulated activities.

In view of the inherent difficulty of predicting the outcome of litigation and regulatory matters, we may not be able to 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.

The Company accrues a liability for litigation, regulatory matters, and unasserted contract claims when those matters present loss contingencies that are both probable and reasonably estimable. When loss contingencies are not both probable and reasonably estimable, we do not accrue a liability. Based on current knowledge, management does not believe that loss contingencies, if any, arising from pending investigations, litigation or regulatory matters will have a material adverse effect on our consolidated financial position, liquidity, results of operations or cash flows, except as otherwise disclosed.

The Company evaluates its outstanding legal and regulatory matters each reporting period and makes adjustments to the accrued liabilities for such matters, upward or downward, as appropriate, based on the relevant facts and circumstances. The Company's accrued liabilities and estimated range of possible losses pertaining to certain matters can involve significant judgment given factors such as: the varying stages of the proceedings; the existence of numerous yet to be resolved issues; the breadth of the claims (often spanning multiple years and wide ranges of business activities); unspecified damages, civil money penalties or fines and/or the novelty of the legal issues presented; and the attendant uncertainty of the various potential outcomes of such proceedings, including where the Company has made assumptions concerning future rulings by the court or other adjudicator, or about the behavior or incentives of adverse parties or regulatory authorities. Various aspects of the legal proceedings underlying these estimates will change from time to time. Actual losses therefore may vary significantly from any estimates.

Regulatory Matters

The Company has been named as defendant in a number of putative class action and other cases alleging violations of various state and federal consumer protection laws including the Telephone Consumer Protection Act (TCPA), the Consumer Financial Protection Act of 2010 (CFPA), the Fair Credit Reporting Act (FCRA), the Fair Debt Collection Practices Act (FDCPA), in adversarial proceedings under the U.S. Bankruptcy Code, and various state consumer protection laws. At this point in time, the Company is unable to anticipate the timing of a resolution or the impact that these legal proceedings may have on the Company's consolidated financial position, liquidity, results of operations or cash flows. As a result, it is not possible at this time to estimate a range of potential exposure, if any, for amounts that may be payable in connection with these matters and loss contingency accruals have not been established. It is possible that an adverse ruling or rulings may have a material adverse impact on the Company.

In addition, Navient and its subsidiaries are subject to examination or regulation by various federal regulatory, state licensing or other regulatory agencies as part of its ordinary course of business including the SEC, CFPB, FFIEC and ED. Items or matters similar to or different from those described above may arise during the course of those examinations. We also routinely receive inquiries or requests from various regulatory entities or bodies or government agencies concerning our business or our assets. Generally, the Company endeavors to cooperate with each such inquiry or request.

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11. Segment Reporting

We monitor and assess our ongoing operations and results based on the following three reportable operating segments: Consumer Lending, Federal Education Loans, and Other. As of February 2025, we had divested our Business Processing segment.

These segments meet the quantitative thresholds for reportable operating segments. Accordingly, the results of operations of these reportable operating segments are presented separately. The underlying operating segments are used by the Company's chief operating decision maker, our chief executive officer, to manage the business, review operating performance and allocate resources, and qualify to be aggregated as part of the primary reportable operating segments. As discussed further below, we measure the profitability of our operating segments based on Core Earnings net income. Accordingly, information regarding our reportable operating segments' net income is provided on a Core Earnings basis.

Consumer Lending Segment

Navient owns and manages Private Education Loans and is the master servicer for these portfolios. Through our Earnest brand, we originate in-school Private Education Loans, including undergraduate and graduate products, we refinance education loans for high-quality borrowers and we intend to expand into adjacent lending products over time. "Refinance" Private Education Loans are loans where a borrower has refinanced their education loans, and "In-school" Private Education Loans are loans originally made to borrowers while they are attending school. We generate revenue primarily through net interest income on our Private Education Loan portfolio.

The following table includes asset information for our Consumer Lending segment.

(Dollars in millions)	March 31, 2026	December 31, 2025
Private Education Loans, net	\$ 15,649	\$ 15,451
Cash and investments ⁽¹⁾	520	529
Other	562	565
Total assets	\$ 16,731	\$ 16,545

⁽¹⁾ Includes restricted cash and investments.

Federal Education Loans Segment

Navient owns and manages FFELP Loans and is the master servicer on this portfolio. We generate revenue primarily through net interest income on our FFELP Loans.

The following table includes asset information for our Federal Education Loans segment.

(Dollars in millions)	March 31, 2026	December 31, 2025
FFELP Loans, net	\$ 27,237	\$ 28,141
Cash and investments ⁽¹⁾	1,035	1,034
Other	1,702	1,681
Total assets	\$ 29,974	\$ 30,856

⁽¹⁾ Includes restricted cash and investments.

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11. Segment Reporting (Continued)

Business Processing Segment

In September 2024, Navient completed the sale of Xtend, which comprised the Company's healthcare services business in its Business Processing segment. In February 2025, Navient completed the sale of its government services businesses, which constituted the remainder of the Business Processing segment. Prior to the sale of its healthcare and government services businesses, Navient provided business processing solutions such as omnichannel contact center services, workflow processing, and revenue cycle optimization.

At March 31, 2026 and December 31, 2025, the Business Processing segment had total assets of \$0 and \$0, respectively.

Other Segment

This segment consists of our corporate liquidity portfolio, gains and losses incurred on the repurchase of debt, unallocated shared services which include certain corporate and IT costs as well as regulatory expenses, and restructuring/other reorganization expenses. Additionally, the segment contains the revenue and expenses in connection with the transition services we performed related to the outsourcing of loan servicing and divestiture of our Business Processing segment.

Unallocated shared services expenses are comprised of costs primarily related to information technology costs related to infrastructure and operations, stock-based compensation expense, accounting, finance, legal, compliance and risk management, regulatory-related expenses, human resources, certain executive management and the Board of Directors. Regulatory-related expenses include actual settlement amounts as well as third-party professional fees we incur in connection with such regulatory matters and are presented net of any insurance reimbursements for covered costs related to such matters.

At March 31, 2026 and December 31, 2025, the Other segment had total assets of \$1.3 billion and \$1.3 billion, respectively.

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11. Segment Reporting (Continued)

Measure of Profitability

We prepare financial statements and present financial results in accordance with GAAP. However, we also evaluate our business segments and present financial results on a basis that differs from GAAP. We refer to this different basis of presentation as Core Earnings. We provide this Core Earnings basis of presentation on a consolidated basis and for each business segment because this is what we review internally when making management decisions regarding our performance and how we allocate resources. We also refer to this information in our presentations with credit rating agencies, lenders and investors. Because our Core Earnings basis of presentation corresponds to our segment financial presentations, we are required by GAAP to provide Core Earnings disclosure in the notes to our consolidated financial statements for our business segments.

Core Earnings are not a substitute for reported results under GAAP. We use Core Earnings to manage our business segments because Core Earnings reflect adjustments to GAAP financial results for two items, discussed below, that can create significant volatility mostly due to timing factors generally beyond the control of management. Accordingly, we believe that Core Earnings provide management with a useful basis from which to better evaluate results from ongoing operations against the business plan or against results from prior periods. Consequently, we disclose this information because we believe it provides investors with additional information regarding the operational and performance indicators that are most closely assessed by management. When compared to GAAP results, the two items we remove to result in our Core Earnings presentations are:

1. Mark-to-market gains/losses resulting from 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; and
2. The accounting for goodwill and acquired intangible assets.

While GAAP provides a uniform, comprehensive basis of accounting, for the reasons described above, our Core Earnings basis of presentation does not. Core Earnings are subject to certain general and specific limitations that investors should carefully consider. For example, there is no comprehensive, authoritative guidance for management reporting. Our Core Earnings are not defined terms within GAAP and may not be comparable to similarly titled measures reported by other companies. Accordingly, our Core Earnings presentation does not represent a comprehensive basis of accounting. Investors, therefore, may not be able to compare our performance with that of other financial services companies based upon Core Earnings. Core Earnings results are only meant to supplement GAAP results by providing additional information regarding the operational and performance indicators that are most closely used by management, our Board of Directors, credit rating agencies, lenders and investors to assess performance.

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11. Segment Reporting (Continued)

Segment Results and Reconciliations to GAAP

	Three Months Ended March 31, 2026					Reportable Segments			
	Total GAAP	Reclasi- fications	Adjustments Additions/ (Subtraction s)	Total Adjustments ⁽¹⁾	Total Core Earnings	Consumer Lending	Federal Education Loans	Business Processing	Other
(Dollars in millions)									
Interest income:									
Education loans	\$ 678					\$ 277	\$ 401	\$ —	\$ —
Cash and investments	17					4	8	—	5
Total interest income	695					281	409	—	5
Total interest expense	564					181	363	—	25
Net interest income									
(loss)	131	\$ 2	\$ (7)	\$ (5)	\$ 126	100	46	—	(20)
Less: provisions for loan losses	27				27	18	9	—	—
Net interest income (loss) after provisions for loan losses	104					82	37	—	(20)
Other income (loss):									
Servicing revenue	11					3	8	—	—
Asset recovery and business processing revenue	—					—	—	—	—
Other revenue (loss)	10					—	—	—	5
Total other income	21	(2)	(3)	(5)	16	3	8	—	5
Expenses:									
Direct operating expenses	55					39	16	—	—
Unallocated shared services expenses	34					—	—	—	34
Operating expenses ⁽²⁾	89				89	39	16	—	34
Goodwill and acquired intangible asset impairment and amortization	4		(4)	(4)	—	—	—	—	—
Restructuring/other reorganization expenses	—					—	—	—	—
Total expenses	93		(4)	(4)	89	39	16	—	34
Income (loss) before income tax expense (benefit)	32		(6)	(6)	26	46	29	—	(49)
Income tax expense (benefit) ⁽³⁾	15		(8)	(8)	7	11	7	—	(11)
Net income (loss)	\$ 17	\$ —	\$ 2	\$ 2	\$ 19	\$ 35	\$ 22	\$ —	\$ (38)

(1) Core Earnings adjustments to GAAP:

Three Months Ended March 31, 2026

	Net Impact of Derivative Accounting	Net Impact of Goodwill and Acquired Intangibles	Total
(Dollars in millions)			
Net interest income (loss) after provisions for loan losses	\$ (5)	\$ —	\$ (5)
Total other income (loss)	(5)	—	(5)
Goodwill and acquired intangible asset impairment and amortization	—	(4)	(4)
Total Core Earnings adjustments to GAAP	\$ (10)	\$ 4	\$ (6)
Income tax expense (benefit)			(8)
Net income (loss)			<u>\$ 2</u>

(2) Reportable segment significant operating expenses are comprised of:

Three Months Ended March 31, 2026

	Consumer Lending	Federal Education Loans	Business Processing	Other	Total
(Dollars in millions)					
Servicing expenses	\$ 14	\$ 15	\$ —	\$ —	\$ 29
Information technology expenses	10	—	—	10	20
Corporate expenses	—	—	—	21	21
Other/remaining expenses	15	1	—	3	19
Operating expenses	<u>\$ 39</u>	<u>\$ 16</u>	<u>\$ —</u>	<u>\$ 34</u>	<u>\$ 89</u>

(3) Income taxes are based on a percentage of net income before tax for the individual reportable segment

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11. Segment Reporting (Continued)

(Dollars in millions)	Three Months Ended March 31, 2025					Reportable Segments			
	Total GAAP	Adjustments		Total Core Earnings		Consumer Lending	Federal Education Loans	Business Processing	Other
		Reclassi- fications	Additions/ (Subtractio ns)						
Interest income:									
Education loans	\$ 782				\$ 289	\$ 493	\$ —	\$ —	
Cash and investments	20				5	10	—	—	5
Total interest income	802				294	503	—	—	5
Total interest expense	672				181	454	—	—	23
Net interest income (loss)	130	\$ 6	\$ 8	\$ 14	\$ 113	\$ 49	\$ —	\$ —	(18)
Less: provisions for loan losses	30			30	22	8	—	—	
Net interest income (loss) after provisions for loan losses	100				91	41	—	—	(18)
Other income (loss):									
Servicing revenue	13				3	10	—	—	
Asset recovery and business processing revenue	23				—	—	23	—	
Other revenue	(10)				—	—	—	—	15
Total other income	26	(6)	31	25	3	10	23	15	
Expenses:									
Direct operating expenses	74				35	19	20	—	
Unallocated shared services expenses	53				—	—	—	—	53
Operating expenses ⁽²⁾	127			127	35	19	20	53	
Goodwill and acquired intangible asset impairment and amortization	1		(1)	(1)	—	—	—	—	
Restructuring/other reorganization expenses	3			3	—	—	—	—	3
Total expenses	131		(1)	130	35	19	20	56	
Income (loss) before income tax expense (benefit)	(5)		40	35	59	32	3	(59)	
Income tax expense (benefit) ⁽³⁾	(3)		12	9	13	8	1	(13)	
Net income (loss)	\$ (2)	\$ —	\$ 28	\$ 28	\$ 46	\$ 24	\$ 2	\$ (46)	

(1) Core Earnings adjustments to GAAP:

(Dollars in millions)	Three Months Ended March 31, 2025		
	Net Impact of Derivative Accounting	Net Impact of Goodwill and Acquired Intangibles	Total
Net interest income (loss) after provisions for loan losses	\$ 14	\$ —	\$ 14
Total other income (loss)	25	—	25
Goodwill and acquired intangible asset impairment and amortization	—	(1)	(1)
Total Core Earnings adjustments to GAAP	\$ 39	\$ 1	40
Income tax expense (benefit)			12
Net income (loss)			\$ 28

(2) Reportable segment significant operating expenses are comprised of:

(Dollars in millions)	Three Months Ended March 31, 2025				Total
	Consumer Lending	Federal Education Loans	Business Processing	Other	
Servicing expenses	\$ 15	\$ 18	\$ —	\$ 3	\$ 36
Information technology expenses	9	—	1	21	31
Corporate expenses	—	1	—	24	25
Other/remaining expenses	11	—	19	5	35
Operating expenses	\$ 35	\$ 19	\$ 20	\$ 53	\$ 127

(3) Income taxes are based on a percentage of net income before tax for the individual reportable segment

NAVIENT CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Information at March 31, 2026 and for the three months ended
March 31, 2026 and 2025 is unaudited)

11. Segment Reporting (Continued)

Summary of Core Earnings Adjustments to GAAP

(Dollars in millions)	Three Months Ended March 31,	
	2026	2025
GAAP net income (loss)	\$ 17	\$ (2)
Core Earnings adjustments to GAAP:		
Net impact of derivative accounting ⁽¹⁾	(10)	39
Net impact of goodwill and acquired intangible assets ⁽²⁾	4	1
Net tax effect ⁽³⁾	8	(12)
Total Core Earnings adjustments to GAAP	2	28
Core Earnings net income (loss)	\$ 19	\$ 26

- ⁽¹⁾ **Derivative accounting:** Core Earnings exclude periodic gains and losses that are caused by the mark-to-market valuations on derivatives that do not qualify for hedge accounting treatment under GAAP as well as the periodic mark-to-market gains and losses that are a result of ineffectiveness recognized related to effective hedges under GAAP. Under GAAP, for our derivatives that are held to maturity, the mark-to-market gain or loss over the life of the contract will equal \$0. In our Core Earnings presentation, we recognize the economic effect of these hedges, which generally results in any net settlement cash paid or received being recognized ratably as an interest expense or revenue over the hedged item's life.
- ⁽²⁾ **Goodwill and acquired intangible assets:** Our Core Earnings exclude goodwill and intangible asset impairment and amortization of acquired intangible assets.
- ⁽³⁾ **Net tax effect:** Such tax effect is based upon our Core Earnings effective tax rate for the year.

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.

NAVIENT CORPORATION
(Registrant)

By: /s/ STEVE HAUBER
Steve Hauber
Chief Financial Officer
(Principal Financial and Accounting Officer)

Date: April 29, 2026

APPENDIX A

FORM 10-Q CROSS-REFERENCE INDEX

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**Navient Corporation 2026 Omnibus Incentive Plan
Performance Stock Unit Agreement**

Pursuant to the terms and conditions of the Navient Corporation 2024 Omnibus Incentive Plan, effective as of April 4, 2024 (the “Plan”), the Compensation and Human Resources Committee (the “Committee”) of the Navient Corporation Board of Directors (“Board”) hereby grants to _____ (the “Grantee”) on _____, 2026 (the “Grant Date”) an award (the “Award”) of _____ shares of Performance Stock Units (“PSUs”), which represent the right to acquire shares of common stock of Navient Corporation (the “Corporation”) subject to the following terms and conditions of this Performance Stock Unit Agreement (the “Agreement”):

- Vesting Schedule. Unless vested earlier as set forth below, the PSUs will vest, and will be settled in shares of the Corporation’s common stock, based on the following vesting terms:

Subject to the other provisions of this Section 1, a specified percentage of the total PSUs granted shall vest based on the Corporation’s performance for fiscal years 2026, 2027 and 2028 in the aggregate, as shown in the following performance chart:

Performance Metric	Weight	Percentage of PSUs Vesting *			
		0%	50%	100%	150%
2026, 2027 and 2028 Return on Equity**	15% / 15% / 15%	Less than 2.2%	2.2%	3.1%	3.9% or greater
Corporation’s Relative Total Shareholder Return (rTSR)***	55%	Lower than 25 th percentile	25 th percentile	50 th percentile	75 th percentile or higher

* For points between each performance level, the vesting percentages will be interpolated.

** Return on Equity performance target and range for 2026 only. Return on Equity performance targets and ranges for 2027 and 2028 to be established by the Committee at the beginning of each respective year, with each year’s performance counting 1/3 towards the total 45% weight. Vesting of any PSUs earned based on Return on Equity performance for a given year remain subject to Grantee’s continued employment through the vesting date at the end of the three year period, subject to the terms below.

***For the rTSR performance metric, the vesting percentage shall be determined by how the Corporation's TSR, as that term is defined below, for the period commencing with the start of fiscal year 2026 and ending with the end of fiscal year 2028 (the "Performance Period"), ranks as a percentile compared to the TSRs for the companies in the Comparator Group (as defined below) for the Performance Period, as shown in the following performance chart:

Corporation's Relative TSR Percentile Rank*	Payout Factor
75 th or higher	150%
70 th	140%
65 th	130%
60 th	120%
55 th	110%
50 th	100%
45 th	90%
40 th	80%
35 th	70%
30 th	60%
25 th	50%
Lower than 25 th	0%

* For points between each performance level, the vesting modifier will be interpolated.

"Total shareholder return" or "TSR" shall equal the quotient of $((X - Y) + Z) / Y$, where X equals the average closing price of a share of stock during December 2028, including any dividends paid on a share of stock in the underlying entity reinvested on the ex-dividend date, Y equals the average closing price of a share of stock during December 2026, including any dividends paid on a share of stock in the underlying entity reinvested on the ex-dividend date, and Z equals the total value of dividends paid on a share of stock during the period from the start of the beginning average period through the end of the Performance Period as if reinvested on the ex-dividend date, subject to adjustments for stock splits and other similar events.

The Corporation's "Comparator Group" shall mean all companies in the S&P 600 Financials Index as of the first day of the Performance Period ("Peer Companies"), modified to take into account mergers, acquisitions, spin-offs and other similar events as follows:

- 1) In the event of a merger, acquisition or business combination transaction of a Peer Company with or by another Peer Company, the surviving entity shall remain a Peer Company;
- 2) In the event of a merger, acquisition or business combination transaction of a Peer Company with or by another company that is not a Peer Company, but where the Peer Company is the surviving entity and remains publicly traded, the surviving entity shall remain a Peer Company;
- 3) In the event of a merger, acquisition or business combination transaction of a Peer Company by or with another company that is not a Peer Company, or in

the event of a “going private transaction” involving the Peer Company, in each case where the Peer Company will not be the surviving entity or will otherwise no longer be publicly traded, the company shall cease to be a Peer Company;

- 4) In the event of a stock distribution from a Peer Company consisting of the shares of a new publicly-traded company (a “spin-off”), the Peer Company shall remain a Peer Company and the stock distribution shall be treated as a dividend from the Peer Company based on the closing price of the shares of the spun-off company on its first day of trading. The performance of the shares of the spun-off company shall not thereafter be tracked for purposes of calculating TSR; and
 - 5) In the event of a bankruptcy, liquidation or delisting of a Peer Company, such company shall remain a Peer Company.
- Each vested PSU will be settled in shares of the Corporation’s common stock. PSUs shall vest on the second business day after the Corporation’s annual report on Form 10-K for the fiscal year 2028 is filed, and in no event later than March 15, 2029. Except as provided below in cases of death or Disability, shares of the Corporation’s common stock issued in settlement of vested PSUs shall be subject to a mandatory holding period of one year from the date of issuance, during which period the Grantee may not sell, transfer, or otherwise dispose of the shares, other than to cover required withholding taxes due upon the settlement of the vested PSUs.
 - “Return on Equity” shall mean, shall mean a percentage equal to the Corporation’s “core earnings” net income for each of fiscal years 2026, 2027 and 2028, divided by average stockholder’s equity for each such year (determined using the average balance of stockholder’s equity on a “core earnings” basis for each quarter in a given year), using yearly “core earnings” net income as shown in the segment reporting footnote in the Corporation’s audited financial statements as published in the Corporation’s annual report on Form 10-K, excluding the impact of any regulatory and restructuring costs and adjusted to exclude the cost to acquire and life of loan losses provision impact for all originations beyond (or below) the \$4 billion origination target in the 2026 business plan (determined on a product basis).
 - The Committee may adjust performance results for certain extraordinary items identified by the Committee, such as changes in accounting, the regulatory environment, strategic corporate transactions, impacts of new federal student loan programs and other unusual or unplanned events
2. Employment Termination; Death; Disability. Except as provided below, if the Grantee ceases to be an employee of the Corporation (or a Subsidiary) for any reason, he/she shall forfeit any portion of the Award that has not vested as of the date of such termination of employment.

If not previously vested, the Award will continue to vest, and will be settled in shares of the Corporation’s common stock, subject to the original performance goals and Performance Period set forth above, and on the original vesting terms and vesting dates set

forth above, in the event that the Grantee's employment is terminated by the Corporation (or a Subsidiary) for any reason other than for Cause.

If not previously vested, a portion of the Award (as determined below) will continue to vest, and will be settled in shares of the Corporation's common stock, subject to the original performance goals and Performance Period set forth above, and on the original vesting terms and vesting dates set forth above, in the event that the Grantee voluntarily ceases to be an employee of the Corporation (or a Subsidiary) due to Retirement. For purposes of the immediately preceding sentence: (i) the entire Award will continue to vest if the Grantee ceases employment on or after the third anniversary of the Grant Date; (ii) two-thirds of the Award will continue to vest if the Grantee ceases employment on or after the second anniversary (but before the third anniversary) of the Grant Date; (iii) one-third of the Award will continue to vest if the Grantee ceases employment on or after the first anniversary (but before the second anniversary) of the Grant Date; and (iv) no portion of the Award will vest if the Grantee ceases employment before the first anniversary of the Grant Date.

If not previously vested, the Award will vest and will be settled in shares of the Corporation's common stock, at the target levels set forth above, upon death or Disability (provided that such Disability qualifies as a "disability" within the meaning of Treasury Regulation Section 1.409A-3(i)(4)). Shares of the Corporation's common stock issued in settlement of PSUs that vest upon death or Disability will not be subject to the mandatory one-year holding period described above.

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

3. Change in Control. Notwithstanding anything to the contrary in this Agreement:

- In the event of a Change in Control described in clause (b) of the definition thereof 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 vest based on the level of achievement of the performance goals in Section 1 through the end of the month immediately preceding or coinciding with the date of the Change in Control, and shall be converted into shares of common stock as of immediately prior to the consummation of the Change in Control.
 - In the event of either (x) a Change in Control described in clause (a) of the definition thereof, or (y) a Change in Control described in clause (b) of the definition thereof in which the acquiring or surviving company in the transaction assumes or continues outstanding Awards, no acceleration of vesting shall occur upon such Change in Control, and the Award shall continue to vest in accordance with Section 1 hereof; provided, however, that if Grantee's employment shall terminate within twenty-four months following such a Change in Control for any reason other than (i) by the Corporation (or a Subsidiary), or the surviving or acquiring entity in the transaction (as the case may be), for Cause, or (ii) by Grantee's voluntary termination of employment that is not a Retirement or a termination of employment for Good Reason, any portion
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of the Award not previously vested shall immediately become vested at the 100% target level set forth in the vesting schedules herein, and shall be settled in shares of the Corporation's common stock, upon such employment termination. Upon any termination of employment during such twenty-four month period described in clause (i) or (ii) of the preceding sentence, any unvested portion of the Award shall be forfeited. Upon any termination of employment occurring after the end of such twenty-four month period, vesting and settlement of any remaining unvested portion of the Award shall be governed by Section 2 hereof.

- Notwithstanding anything stated herein, the Plan or in the Navient Corporation Change in Control Severance Plan for Senior Officers, this Award shall not be subject to the terms set forth in the Navient Corporation Change in Control Severance Plan for Senior Officers.
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 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 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 PSUs provided under this Agreement and shares issuable hereunder comply with 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 PSUs is to be accelerated in connection with the Grantee's termination of service, such accelerated PSUs 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 PSUs to be provided in connection with the Grantee's separation from
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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 PSUs 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 PSUs 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 PSUs will be settled.

6. Clawback Provision. Notwithstanding anything to the contrary herein, the Award shall be subject to any recoupment or clawback policy that is adopted by the Corporation, including any policy that is adopted after the Grant Date, or any recoupment or clawback policy that becomes applicable to the Corporation pursuant to any requirement of law or any exchange listing requirement, in either case to the extent provided therein.
 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
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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 one of 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:

Navient Corporation
Attn: Human Resources, Equity Plan Administration
13865 Sunrise Valley Drive
Herndon, VA 20171

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 and the Plan 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.
 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.
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NAVIENT CORPORATION

By: _____

David L. Yowan
President and Chief Executive Officer

Accepted by:

Date

Navient Corporation 2024 Omnibus Incentive Plan
Restricted Stock Unit Agreement
(Cash Settled; 3-Year Ratable Vesting)

Pursuant to the terms and conditions of the Navient Corporation 2024 Omnibus Incentive Plan, the Compensation and Human Resources Committee (the “Committee”) of the Navient Corporation Board of Directors (the “Board”) hereby grants to _____ (the “Grantee”) on _____, 2026 (the “Grant Date”) an award (the “Award”) of _____ Restricted Stock Units (“RSUs”), each of which represents the right to receive cash in an amount equal to the Fair Market Value of a share of common stock of Navient Corporation (the “Corporation”) as of the applicable vesting date, in accordance with and subject to the following terms and conditions of this Restricted Stock Unit Agreement (the “Agreement”):

1. Vesting Schedule; Settlement. Unless vested earlier as set forth below, the Award will vest in one-third increments on the first, second, and third anniversary of the Grant Date. Each vested RSU will be settled in cash in an amount equal to the Fair Market Value¹ of a share of the Corporation’s common stock on the date of vesting as soon as practicable after it vests and in all events within 60 days thereof.
2. Employment Termination; Death; Disability. Except as provided below, if the Grantee ceases to be an employee of the Corporation (or a Subsidiary) for any reason, he/she shall forfeit any portion of the Award that has not vested as of the date of such termination of employment.

If not previously vested, the Award will continue to vest 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 (or a Subsidiary) for any reason other than for Cause, or (ii) the Grantee voluntarily ceases to be an employee of the Corporation (or a Subsidiary) due to Retirement.

If not previously vested, the Award will vest 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 Cause.

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 all outstanding awards that, to the extent applicable, are treated as deferred under a single plan with the Award under

¹ Fair Market Value is defined in the 2024 Omnibus Incentive Plan, as of a particular date, the closing sales price per share of Common Stock on the consolidated transaction reporting system for the principal national securities exchange on which shares of Common Stock are listed on that date, or, if there shall have been no such sale so reported on that date, on the last preceding date on which such a sale was so reported.

Treasury Regulation Section 1.409A-1(c)(2), upon the Change in Control, then any portion of the Award that is not vested shall become 100 percent vested as of immediately prior to the consummation of the Change in Control.

- (b) In the event of a Change in Control not described in Section 3(a) hereof, no acceleration of vesting shall occur upon such Change in Control, and the Award shall continue to vest in accordance with Section 1 hereof; provided, however, that if Grantee's employment shall terminate within twenty-four months following such Change in Control for any reason other than (i) by the Corporation (or a Subsidiary), or the surviving or acquiring entity in the transaction (as the case may be), for Cause, or (ii) by Grantee's voluntary termination of employment that is not a Retirement or a termination of employment for Good Reason, any portion of the Award not previously vested shall immediately become vested upon such employment termination. Upon any termination of employment during such twenty-four month period described in clause (i) or (ii) of the preceding sentence, any unvested portion of the Award shall be forfeited. Upon any termination of employment occurring after the end of such twenty-four month period, vesting and settlement of any remaining unvested portion of the Award shall be governed by Section 2 hereof.
 - (c) Notwithstanding anything stated herein, the Plan or in the Navient Corporation Change in Control Severance Plan for Senior Officers, this Award shall not be subject to the terms set forth in the Navient Corporation Change in Control Severance Plan for Senior Officers.
4. Taxes; Dividends. The Grantee acknowledges and agrees that the Corporation has the right to deduct from payments of any kind otherwise due to the Grantee, including amounts payable hereunder, any federal, state, and local taxes required by law to be withheld with respect to the RSUs. 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 portion of the Award (and any fractional share amount) will also vest and be settled 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 amounts payable 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
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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, the Award shall be subject to any recoupment or clawback policy that is adopted by the Corporation, including any policy that is adopted after the Grant Date, or any recoupment or clawback policy that becomes applicable to the Corporation pursuant to any requirement of law or any exchange listing requirement, in either case to the extent provided therein.
 7. 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.
 8. 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
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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.

9. 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.
10. 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.
11. 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.
12. 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.
13. 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:

Navient Corporation
Attn: Human Resources, Equity Plan Administration
13865 Sunrise Valley Drive
Herndon, VA 20171

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).

14. 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 and the Plan 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.
 15. 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
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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.

NAVIENT CORPORATION

By: _____

David L. Yowan
President and Chief Executive Officer

Accepted by:

Date

AGREEMENT AND RELEASE

Navient Corporation and its subsidiaries, predecessors, and affiliates (collectively “Navient”) and I, **Joe Lee Fisher**, have reached the following understanding and agreement regarding the termination of my employment effective **January 30, 2026** (“Termination Date”). In exchange for the Plan Benefits and other consideration listed below, I agree to comply fully with the terms of this Agreement and Release (“Agreement and Release”).

Any non-disclosure provision in the Agreement and Release does not prohibit or restrict me (or my attorney) from initiating communications directly with, or responding to any inquiry from, or providing testimony before, any self-regulatory organization or state or federal regulatory authority, regarding this release or its underlying facts or circumstances. Any cooperation provision in the Agreement and Release does not require me to contact Navient regarding the subject matter of any such communications before engaging in such communications.

In exchange for my Agreement and Release, Navient agrees to provide me with the Plan Benefits and other consideration listed below, to which I am not otherwise entitled.

(1) **Plan Benefits:** Unless I have revoked this Agreement and Release pursuant to Section (8) below, pursuant to the Navient Corporation Executive Severance Plan for Senior Officers (“Plan”), Navient will pay me severance in the following manner: A total amount of **\$1,273,725** less withholding taxes and other deductions required by law (the “Plan Benefits”). Such severance payment will be made in a single lump sum payment as soon as practicable following the 7-day revocation period described in Section (8) below and no later than the sixtieth calendar day after my Termination Date, subject in all cases to the provisions of the Plan.

(a) **Rehiring:** If I am rehired as an employee of Navient or any of its subsidiaries or affiliates within the 12-month period following my termination, I hereby agree to repay the Plan Benefits, divided by 12 and then multiplied by the number of months remaining in the 12-month period following my termination, adjusted and reduced by the amount of taxes paid and withheld on that sum, within 30 days of rehiring, as a condition of rehire to Navient.

(b) **Medical/Dental/Vision Continuation:** My current medical, dental and vision coverage will continue through the end of the month in which my Termination Date occurs. The first day of the month following my termination **January 30, 2026**, I may be eligible to continue my current medical, dental and vision coverage through the Consolidated Omnibus Budget Reconciliation Act (“COBRA”). If I become eligible for coverage under any other group health plan, I may not be eligible for Navient COBRA coverage. If I am eligible and I properly elect COBRA continuation coverage, Navient will subsidize my coverage by paying the employer portion of the total cost of my medical, dental and vision insurance premiums for the period of **February 01, 2026** through **July 31, 2027**. My right to continue medical, dental and/or vision coverage may extend for a maximum period of 18 months under COBRA.

(c) **Benefit Programs:** I waive future coverage and benefits under all Navient disability programs, but this Agreement and Release does not affect my eligibility for other Navient medical, dental, vision, life insurance, retirement, and other benefit plans. Whether I sign this Agreement and Release or not, I understand that my rights and continued participation in those plans will be governed by their terms, and that I generally will become ineligible for them shortly after my termination, after which I may be able to purchase continued coverage under certain of such plans. I understand that, except for the benefits that may be due under the deferred compensation, equity or 401(k) savings plans to which I may be entitled under Navient’s standard employee benefit plans for similarly situated employees and executives, I will

not receive any other wage, paid time off, or other similar payments from Navient or any of the entities discussed in Section (2).

Subject to any earlier payment provisions set forth above, and except for the benefits and payments described in 1(b) (Medical/Dental/Vision continuation) and 1(c) (Benefit Programs), all payments or reimbursements described in this Section (1) shall be paid to me no earlier than the eighth calendar day after my signature on this Agreement and Release, and not later than the sixtieth calendar day after my Termination Date.

(2) Release: In consideration of the Plan Benefits described above, I agree to release Navient, and all of its subsidiaries, affiliates, predecessors, successors, and all related companies, and all of its former and current officers, employees, directors, and employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs) of any of them (collectively, "Released Parties") from all actions, charges, claims, demands, damages or liabilities of any kind or character whatsoever, known or unknown, which I now have or may have had through the date I sign this Agreement and Release, except claims that the law does not permit me to waive by signing this Agreement and Release. This release includes every such dispute I have with the Released Parties, whether or not I have filed a claim, charge, complaint, or action on such dispute. This release includes, but is not limited to, all common law contract, tort, or other claims I might have, as well as all claims I might have under the Age Discrimination in Employment Act (ADEA), the Worker Adjustment and Retraining Notification Act (WARN), Title VII of the Civil Rights Act of 1964; Sections 1981 through 1988 of Title 42 of the United States Code; The Employee Retirement Income Security Act of 1974 ("ERISA") (except for any vested benefits under any tax qualified benefit plan); The Immigration Reform and Control Act; The Americans with Disabilities Act of 1990; The Age Discrimination in Employment Act of 1967 ("ADEA"); The Worker Adjustment and Retraining Notification Act; The Fair Credit Reporting Act; The Family and Medical Leave Act; The Equal Pay Act; The Genetic Non-Discrimination Act of 2008; The Families First Coronavirus Response Act.; Any other federal, state or local law, rule, regulation, or ordinance that legally may be released; Any public policy, contract (express and implied), tort, or common law; Any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters; The Virginia Human Rights Act – Va. Code § 2.2-3900 et seq., any regulations thereunder, and any human rights law of any Virginia county or municipality; Virginia Statutory Provisions Regarding Retaliation/Discrimination for Filing a Workers' Compensation Claim – Va. Code § 65.2-308(A) and (B); The Virginia Equal Pay Act – Va. Code § 40.1-28.6; The Virginians With Disabilities Act – Va. Code § 51.5-1 et seq.; Virginia AIDS Testing Law – Va. Code Ann. §32.1-36.1; Virginia Minimum Wage Laws – Va. Code § 40.1-28.8 et seq.; Virginia Wage Payment and Hour Laws, including Virginia Overtime Wage Act – Va. Code § 40.1-29 et seq.; Virginia Occupational Safety and Health (VOSH) Law – Va. Code § 40.1-49.3 et seq.; Virginia Code § 8.01-40 regarding unauthorized use of name or picture of any person; Virginia Code § 40.1-27 regarding preventing employment by others of former employee; Virginia Code § 40.1-28.7:2 regarding protection of crime victims' employment; Virginia Code § 18.2-465.1 regarding protection of court witnesses' and jurors' employment; Va. Code 44-98, prohibiting interference with employment of members of Virginia National Guard, Virginia Defense Force, or naval militia; Va. Code sections 18.2-499 and 500 (the Virginia statutory conspiracy statutes); Va. Code § 8.01-413.1 (Personnel Records Law); Virginia statutory provisions prohibiting discrimination against employees who serve as members of a local electoral board, assistant general registrars, and officers of election – Va. Code § 24.2-119.1; Virginia statutory provisions prohibiting discharge based on single indebtedness – Va. Code § 34-29; Virginia statutory provisions regarding leave for volunteer members of Civil Air Patrol – Va. Code § 40.1-28.6; Virginia statutory provisions regarding prohibitions on an employer's requiring employees to disclose usernames or passwords for social media accounts – Va. Code § 40.1-28.7:5; Virginia statutory provisions regarding genetic testing or genetic characteristics – Va. Code § 40.1-28.7:1; Va. Code § 40.1-28.01 regarding sexual assault-related nondisclosure Agreement and Releases; Va. Code § 40.1-28.7:7 and VA Code § 40.1-33.1 regarding independent contractor classification; Va. Code § 40.1-28.7:8 regarding covenants not to compete for low wage workers; Va. Code § 40.1-28.7:9 regarding pay transparency; Va. Code § 40.1-27.3 regarding whistleblower protection; Virginia statutory provisions regarding medicinal use of cannabis oil – Va. Code § 40.1-27.4; Virginia statutory provisions regarding paid sick leave – Va. Code § 40.1-33.3 et seq., and any other federal, state or local laws, to the maximum extent permitted by law. I further waive any right to payment of attorneys' fees, which I may have incurred. It is understood and

agreed that by entering into this Agreement and Release, Navient does not admit any violation of law, or any of employee's rights, and has entered into this Agreement and Release solely in the interest of resolving finally all disputes, claims and issues relating to my employment and separation.

Navient and I, the Parties ("Parties"), expressly agree, however, that nothing in this Agreement and Release shall preclude my participation as a member of a class in any suit or regulatory action brought against the Released Parties arising out of or relating to any alleged securities violations or diminution in the value of Navient securities.

Navient agrees that the release under this Section (2) shall not cover, and I reserve and do not waive, my rights, directly or indirectly, to seek further indemnification and/or contribution under the By-Laws of Navient. Navient hereby reaffirms that I am entitled to indemnification after termination of my employment, for actions taken in my capacity as an officer of Navient Corporation or applicable Navient Corporation subsidiaries under the bylaws of the applicable subsidiary or Navient Corporation (subject to the provisions of the By-Laws, which limit indemnity in certain circumstances).

(3) Covenant Not To Sue: I agree not to sue the Released Parties with respect to any claims, demands, liabilities or obligations released by this Agreement and Release. The Parties agree, however, that nothing contained in this covenant not to sue or elsewhere in this Agreement and Release shall:

(a) prevent me from challenging, under the Older Workers Benefits Protection Act (29 U.S.C. § 626), the knowing and voluntary nature of my release of any age claims in this Agreement and Release before a court, the Equal Employment Opportunity Commission ("EEOC"), or any other federal, state, or local agency;

(b) prevent me from enforcing any future claims or rights that arise under the Age Discrimination in Employment Act ("ADEA") after I have signed this Agreement and Release; or

(c) prohibit or restrict me from: (i) making any disclosure of information required or permitted by law; (ii) filing a charge, testifying in, providing information to, or assisting in an investigation or proceeding brought by any governmental or regulatory body or official; or (iii) testifying, participating in, or otherwise assisting in a proceeding relating to an alleged violation of any federal or state employment law or any federal law relating to fraud or any rule or regulation of the Securities and Exchange Commission or any self-regulatory organization.

Except with respect to the proviso in Section (2) regarding alleged securities violations and notwithstanding anything to the contrary in this paragraph, and subject to any legal restrictions, I hereby waive and release any right to receive any personal relief (for example, money) as a result of any investigation or proceeding of the U.S. Department of Labor, U.S. Department of Education OIG, EEOC, Consumer Financial Protection Bureau, or any federal, state, or local government agency or court, to the maximum extent permitted by law.

(4) Additional Representations and Promises: I further acknowledge and agree that:

(a) I will return all Navient and Released Parties' property (e.g., laptop, mobile phone) in my possession or control to them.

(b) I have disclosed to Navient any information I have concerning any conduct involving Navient that I have reason to believe may be unlawful or that involves any false claims to the United States. Other than such disclosures, I hereby represent and warrant that I have not reported any illegal or potentially illegal conduct or activities to any supervisor, manager, department head, human resources representative, director, officer, agent, or any other representative of Navient, any member of the legal or compliance departments, or to the Code of Business Conduct hotline and have no knowledge of any such

illegal or potentially illegal conduct or activities. Subject to the provisions of this Agreement and Release and the law, I promise to cooperate fully in any investigation Navient undertakes into matters occurring during my employment with Navient. I understand that nothing in this Agreement and Release prevents me from cooperating with any U.S. government investigation. In addition, to the fullest extent permitted by law, I hereby irrevocably assign to the U.S. government any right I might have to any proceeds or awards in connection with any false claims' proceedings against Navient.

(c) If I breach any provisions of this Agreement and Release, I agree that I will pay for all costs incurred by any of the Released Parties, or any entities or individuals covered by this Agreement and Release, including reasonable attorneys' fees, in defending against my claim and seeking to uphold my release.

(d) I agree to keep the financial terms of this Agreement and Release completely confidential except as may be required or permitted by statute, regulation, or court order. Notwithstanding the foregoing, I may disclose such information to my immediate family and professional representatives, so long as they are informed and agree to be bound by this confidentiality clause. This Agreement and Release shall not be offered or received in evidence in any action or proceeding in any court, arbitration, administrative agency, or other tribunal for any purpose whatsoever other than to carry out or enforce the provisions of this Agreement and Release, except as required by law.

(e) Subject to the provisions of this Agreement and Release and the law, I agree not to defame or maliciously disparage Navient, its business practices, products, and services, any of the Released Parties, or any other entity or person covered by this Agreement and Release.

(f) I understand that Navient in the future may change employee benefits or pay. I understand that my job may be refilled.

(g) I have not suffered any job-related wrongs or injuries, such as any type of discrimination, for which I might still be entitled to compensation or relief in the future. I have properly reported all hours that I have worked, and I have been paid all wages, overtime, commissions, compensation, benefits, and other amounts that Navient or any of the Released Parties should have paid me in the past, other than with respect to any benefit plan termination or distributions authorized as of the date of this Agreement and Release. I have received from Navient and Released Parties all rights and benefits, if any, potentially due to me pursuant to the FMLA.

(h) I intentionally am releasing claims that I do not know I might have and that, with hindsight, I might regret having released. I have not assigned or given away any of the claims that I am releasing.

(i) If Navient or I successfully assert that any provision in this Agreement and Release is void, the rest of the Agreement and Release shall remain valid and enforceable unless the other party to this Agreement and Release elects to cancel it. If this Agreement and Release is cancelled by me, I will repay the Plan Benefits I received for signing it.

(j) If I initially did not think any representation I am making in this Agreement and Release was true, or if I initially was uncomfortable making it, I resolved all my concerns before signing this Agreement and Release. I have carefully read this Agreement and Release, I fully understand what it means, I am entering into it knowingly and voluntarily, and all my representations in it are true. Navient would not have signed this Agreement and Release but for my promises and representations.

(5) Arbitration of Disputes: Except with respect to the proviso in Section (2) concerning securities litigation, Navient and I agree to resolve any disputes we may have with each other through final and binding arbitration, to the fullest extent permitted by law. For example, I am agreeing to arbitrate any dispute about the validity of this Agreement and Release, which means that an Arbitrator and not another tribunal will decide issues

of arbitrability and of liability with respect to any claim I may bring; provided, however, that Navient may pursue a temporary restraining order and/or preliminary injunctive relief, with expedited discovery where necessary, in a court of competent jurisdiction to protect common law or contractual trade secret or confidential information rights and to enforce the post-employment restrictions referenced in Section (6). I also agree to resolve through final and binding arbitration any disputes I have with any other Released Party who elects to arbitrate those disputes under this subsection, to the fullest extent permitted by law. Arbitrations shall be conducted by JAMS (also known as Judicial Arbitration & Mediation Services) in accordance with its employment dispute resolution rules. This agreement to arbitrate does not apply to government agency proceedings, but does apply to any action I might bring, including but not limited to any lawsuit related to a government agency proceeding, to the fullest extent permitted by law. By agreeing to this Agreement and Release, I understand that I am waiving my right to a jury trial.

(6) Confidentiality, Intellectual Property, Non-Competition, and Non-Solicitation: Except as required or permitted by statute, regulation, or court order, or pursuant to written consent given by Navient's General Counsel, I agree not to disclose to anyone else any of the information or materials which are proprietary or trade secrets of Navient or are otherwise confidential. In addition, in consideration of the Plan Benefits described above, I hereby acknowledge and agree to the Agreement Regarding Confidentiality attached hereto as Appendix A, the purpose of which is to protect to the maximum extent permitted by law Navient's protectable business interests. Nothing in this Agreement and Release shall be construed as prohibiting or otherwise restricting me from lawfully reporting waste, fraud, or abuse related to the performance of a U.S. government contract to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information (e.g., an agency Office of the Inspector General), nor does this Agreement and Release prohibit me from communicating with government agencies about possible violations of federal, state, or local laws or otherwise providing information to government agencies, filing a complaint with government agencies, or participating in government agency investigations or proceedings. I am not required to notify Navient of any such communications; provided, however, that nothing herein authorizes the disclosure of information I obtained through a communication that was subject to the attorney-client privilege. I understand that I shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

Notwithstanding the foregoing, in consideration of the Plan Benefits, I agree as follows: I shall not, directly, or indirectly, compete with Navient or its subsidiaries or affiliates for a period of 12 months after the date of termination of my employment for whatever reason ("Restricted Period"). For the purposes of this Section (6), "compete" means working or serving in any capacity in which I would engage in similar work or activities as I did for Navient, including but not limited to working or serving as a director, officer, employee, consultant, agent, representative, or in any other capacity, with or without compensation, on behalf of one or more entities engaged in any business similar to the type of business conducted by Navient at the time my employment with Navient terminated. For purposes of this Section (6), a "business similar to the type of business conducted by Navient" includes private student loan originations and private student loan refinancings. A "business similar to the type of business conducted by Navient" shall not include any business whose primary focus is something other than private student loan originations or private student loan refinancings. By way of example only and without limitation, Sallie Mae, SoFi, Laurel Road, College Ave, Nelnet, and Citizens Bank are businesses that under this Agreement and Release would be considered "similar to the type of business conducted by Navient."

In further consideration of the Plan Benefits described above in this Agreement and Release, I agree that for 18 months after my Termination Date (collectively, the "Non-Solicitation Employee Period") that I shall not solicit or encourage any employee with whom I communicated within the last year of my employment to leave the employ of Navient or hire any such employees. Further, for a period of 18 months following my Termination Date, I shall not, directly, or indirectly, contact or accept business that Navient could otherwise perform from any of Navient's customers or prospective customers with whom I communicated within the last two (2) years of my employment. For the purposes of this Section (6), "business that Navient could otherwise perform" includes private student loan

originations and private student loan refinancings.

I expressly agree that the markets served by Navient extend nationally and are not dependent on the geographic location of the personnel or the businesses by which they are employed and that the restrictions set forth in this Section (6) have been designed to be reasonable and are no greater than are required for the protection of Navient and do not prevent me from earning a livelihood by working in positions that do not compete with Navient. In the event that a court shall determine that any provision of the Agreement and Release is unenforceable, the Parties shall request that the court construe this Agreement and Release in such a fashion as to render it enforceable and to revise time, geographic and functional limits to those minimum limits that the court believes are reasonable to protect the interests of Navient. I acknowledge and agree that this covenant has unique, substantial, and immeasurable value to Navient, that I have sufficient skills to provide a livelihood for me while this covenant remains in force, and that this covenant will not interfere with my ability to work consistent with my experience, training, and education. To enable Navient to monitor compliance with the obligations imposed by this Agreement and Release, I further agree to inform in writing Navient's Chief Human Resources Officer of the identity of my subsequent employer(s) and my prospective job title and responsibilities prior to beginning employment. I agree that this notice requirement shall remain in effect for twelve (12) months following my Termination Date.

In the event that the Board of Directors of Navient or its successor reasonably determines that I have violated any of the post-employment restrictions of the Agreement and Release or if a court at my request determines that all or a substantial part of such restrictions are held to be unenforceable, I will return to Navient 50% (less withholdings previously withheld by law) of the Plan Benefits. The illegality, unenforceability, or ineffectiveness of any provision of this Section (6) shall not affect the legality, enforceability, or effectiveness of any other provision of this Agreement and Release. Notwithstanding the confidentiality provisions identified in Section 4(d) of this Agreement and Release, I may disclose my Navient restrictive covenants to prospective employers and agree that Navient may provide a copy of this Agreement and Release to my prospective or future employers.

(7)Review Period: I hereby acknowledge (a) that I initially received a copy of the original draft of this Agreement and Release on or before **January 30, 2026**; (b) that I was offered a period of 45 calendar days to review and consider it(c) that I understand I could use as much of the 45 calendar day period as I wish prior to signing; and (d) that I was strongly encouraged to consult with an attorney in writing before signing this Agreement and Release, and understood whether or not to do so was my decision. I waive any rights to further time to consider the Agreement and Release.

(8)Revocation of Claims: I understand that I may revoke the waiver of the Age Discrimination in Employment Act (ADEA) claims made in this Agreement and Release within seven (7) days of my signing. If I exercise this right to revoke, my waiver and release of claims under ADEA shall not be effective or enforceable and I will not receive 70% of the Plan Benefits described in Section (1) above. Revocation of claims can be made by delivering a written notice of revocation to Patty McKeown, VP & Chief Human Resources Officer, Navient, 13865 Sunrise Valley Drive, Herndon, VA 20171.

(9)I acknowledge that I have read and understand all the provisions of this Agreement and Release. This Agreement and Release represents the entire agreement between the Parties concerning the subject matter hereof and shall not be altered, amended, modified, or otherwise changed except by a writing executed by both Parties. I understand and agree that this Agreement and Release, except for claims under the ADEA, which may be revoked as set out in Section (8), is final and binding when executed by me. I sign this document freely, knowingly, and voluntarily. I acknowledge that I have not relied upon any representation or statement, written or oral, not set forth in this Agreement and Release. If any provision of this Agreement and Release is held by a court of competent jurisdiction or by an arbitrator to be unenforceable or contrary to law, the remainder of that provision and the remaining provisions of this Agreement and Release will remain in full force and effect to the maximum extent permitted by applicable law. If this Agreement and Release is held to be unenforceable or contrary to law, I agree to repay the Plan Benefits I received. This Agreement and Release is governed by federal laws and the laws of the State of Delaware.

(10) In addition, in consideration of the Plan Benefits and other consideration described above, and subject to the provisions of this Agreement and Release and the law, I agree to cooperate with Navient, its affiliates, and its legal counsel in any legal proceedings currently pending or brought in the future against Navient, including, but not limited to: (1) participation as a witness; (2) drafting, producing, and reviewing documents; (3) assisting with interviews, depositions, discovery, hearings, and trial; and (4) contacting Navient. In the event I am requested, with reasonable notice, to travel as part of this litigation cooperation, Navient agrees to pay my reasonable out of pocket expenses.

Before you sign this Agreement and Release, please take it home, read through each section and carefully consider it. Navient recommends that you discuss it with your personal attorney (any personal attorney fees are not covered under the terms of this agreement and release). You have up to 45 calendar days to consider this Agreement and Release. You may not make any changes to the terms of this Agreement and Release. By signing this Agreement and Release, you will be waiving any claims whether known or unknown. At any point during the 45-day review period described above in Section (7) and before the end of the 7-day revocation period described above in Section (8), Navient may withdraw and rescind this Agreement and Release.

/s/ Joe Fisher
Joe Lee Fisher

2/2/2026
Date

/s/ Patty McKeown
Patty McKeown
VP & Chief Human Resources Officer
Navient Corporation

2/2/2026
Date

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

I, David Yowan, certify that:

1. I have reviewed this annual report on Form 10-Q of Navient 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/ DAVID YOWAN

David Yowan
Chief Executive Officer
(Principal Executive Officer)
April 29, 2026

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

I, Steve Hauber, certify that:

1. I have reviewed this annual report on Form 10-Q of Navient 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/ STEVE HAUBER

Steve Hauber
Chief Financial Officer
(Principal Financial and Accounting Officer)
April 29, 2026

**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 Annual Report of Navient Corporation (the "Company") on Form 10-Q for the quarter ended March 31, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David Yowan, 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/ DAVID YOWAN

David Yowan
Chief Executive Officer
(Principal Executive Officer)
April 29, 2026

**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 Annual Report of Navient Corporation (the "Company") on Form 10-Q for the quarter ended March 31, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Steve Hauber, 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/ STEVE HAUBER

Steve Hauber

Chief Financial Officer

(Principal Financial and Accounting Officer)

April 29, 2026
