

LETTER OF TRANSMITTAL

To Tender in Respect of Any and All of the Outstanding

5.375% Senior Notes due 2024
(CUSIP No. 817565 CB8 / ISIN No. US817565 CB82)

of

Service Corporation International

Pursuant to the Offer to Purchase Offer to Purchase dated August 3, 2020

THE TENDER OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON AUGUST 7, 2020, UNLESS EXTENDED BY US (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED, THE “*EXPIRATION TIME*”). HOLDERS MUST VALIDLY TENDER (AND NOT VALIDLY WITHDRAW) THEIR NOTES AT OR PRIOR TO THE EXPIRATION TIME OR COMPLY WITH THE GUARANTEED DELIVERY PROCEDURES IN ORDER TO PARTICIPATE IN THE TENDER OFFER AND BE ELIGIBLE TO RECEIVE THE CONSIDERATION. TENDERED NOTES MAY BE WITHDRAWN AT ANY TIME AT OR PRIOR TO THE WITHDRAWAL TIME (AS DEFINED HEREIN), BUT NOT THEREAFTER, EXCEPT IN CERTAIN LIMITED CIRCUMSTANCES WHERE ADDITIONAL WITHDRAWAL RIGHTS ARE REQUIRED BY LAW.

THE DEADLINE FOR HOLDERS TO VALIDLY TENDER NOTES, IF ANY, PURSUANT TO THE GUARANTEED DELIVERY PROCEDURES TO BE ELIGIBLE TO RECEIVE THE CONSIDERATION ON THE GUARANTEED DELIVERY SETTLEMENT DATE IS 5:00 P.M., NEW YORK CITY TIME, ON AUGUST 11, 2020, UNLESS EXTENDED BY US (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED, THE “*GUARANTEED DELIVERY TIME*”).

HOLDERS THAT DESIRE TO PARTICIPATE IN THE TENDER OFFER AND RECEIVE THE CONSIDERATION ON THE SETTLEMENT DATE MUST CAUSE AN “AGENT’S MESSAGE” (AS DEFINED IN THE OFFER TO PURCHASE) TO BE RECEIVED BY THE DEPOSITARY AND INFORMATION AGENT AT OR PRIOR TO THE EXPIRATION TIME.

The Depositary and Information Agent for the Tender Offer is:

D.F. King & Co., Inc.

By facsimile:
(For Eligible Institutions only)
(212) 709-3328

Confirmation:
(212) 269-5552
Attn: Andrew Beck

By Mail, Overnight Courier or Hand:
48 Wall Street
New York, New York 10005
Attn: Andrew Beck

Email: sci@dfking.com
Website: www.dfking.com/sci

Toll Free: (800) 820-2415

Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Offer to Purchase dated August 3, 2020 of Service Corporation International (the “*Offer to Purchase*”).

The instructions contained herein and elsewhere in the Offer to Purchase and the related Notice of Guaranteed Delivery (as may be amended or supplemented from time to time, the “*Notice of Guaranteed Delivery*”) should be read carefully before this letter of transmittal is completed.

This letter of transmittal is to be used by Holders of the series of our debt securities listed in the heading of this letter of transmittal. Tender of the Notes is to be made according to the Automated Tender Offer Program (“*ATOP*”) of DTC pursuant to the procedures set forth in the Offer to Purchase under the caption “Procedures for Tendering Notes.” DTC participants that are accepting the Tender Offer must transmit their acceptance to DTC, which will verify the acceptance and execute a book-entry delivery to the DTC account of the Depositary and Information Agent, D.F. King & Co., Inc.; DTC will then send a computer generated message known as an “agent’s message” to the Depositary and Information Agent for its acceptance. For you to validly tender your Notes in the Tender Offer, the Depositary and Information Agent must receive and confirm an agent’s message under the ATOP procedures that affirms that:

- DTC has received your instructions to tender your Notes; and
- you agree to be bound by the terms of this letter of transmittal.

By using the ATOP procedures to tender outstanding Notes, you will not be required to deliver this letter of transmittal to the Depositary and Information Agent. However, you will be bound by its terms just as if you had signed and submitted it.

We will pay for Notes that we have accepted for purchase by wiring to DTC on the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable, funds sufficient to pay the full amount of the Consideration that we then owe to the Holders plus cash in the amount of the interest accrued on the purchased Notes from the last interest payment date (which was May 15, 2020) to, but not including, such Settlement Date. We will not be responsible for any mistakes or delays made by DTC or any of its participants in distributing the Consideration or the accrued interest on the Notes, and no additional interest will be payable because of any such mistake or delay.

In the event that the Tender Offer is terminated or otherwise not completed, you will not receive cash in respect of any of your Notes that have been tendered in response to the Tender Offer, even if you have validly tendered the Notes. Any Notes that are validly tendered but not purchased by us will be returned, at our expense, through the facilities of DTC, to you by book-entry transfer.

Holders must tender their Notes in accordance with the procedures set forth under “Procedures for Tendering Notes” in the Offer to Purchase. A Holder who desires to tender Notes, but who cannot comply with the procedures set forth herein and in the Offer to Purchase for a tender on a timely basis or whose Notes are not immediately available, may tender such Notes by following procedures for guaranteed delivery set forth in the Offer to Purchase under “Procedures for Tendering Notes—Guaranteed Delivery,” including physical or electronic delivery of the Notice of Guaranteed Delivery to the Depositary and Information Agent.

The consummation of the Tender Offer is subject to certain conditions, including the Financing Condition and the General Conditions, all as more fully described in the Offer to Purchase under “Conditions to Consummation of the Tender Offer.”

The instructions included with this letter of transmittal must be followed. Questions and requests for assistance with tendering Notes or for additional copies of the Offer to Purchase and this letter of transmittal may be directed to the Depositary and Information Agent, whose address and telephone numbers appear on the second page of this letter of transmittal, and questions regarding the terms of the Tender Offer may be directed to the Dealer Manager, BofA Securities, Inc., whose address and telephone number appear under Instruction 8 below.

THE TENDER OFFER IS NOT BEING MADE TO (NOR WILL TENDERS OF NOTES BE ACCEPTED FROM OR ON BEHALF OF) HOLDERS IN ANY JURISDICTION IN WHICH THE MAKING OR ACCEPTANCE OF THE TENDER OFFER WOULD NOT BE IN COMPLIANCE WITH THE LAWS OF SUCH JURISDICTION.

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

By tendering outstanding Notes in the Tender Offer, you acknowledge receipt of the Offer to Purchase (including this letter of transmittal and instructions hereto), which constitutes our offer to purchase any and all of the Notes.

The Tender Offer is subject to certain conditions described in the Offer to Purchase under “Conditions to the Consummation of the Tender Offer.”

Upon the terms and subject to the conditions of the Tender Offer, you hereby tender to us the principal amount of Notes indicated in the applicable agent’s message.

Subject to, and effective upon, the acceptance for purchase of the principal amount of Notes tendered under this letter of transmittal, you hereby tender, sell, assign and transfer to, or upon the order of, us, all right, title and interest in and to the Notes that are being tendered hereby, waive any and all other rights with respect to such Notes, including, without limitation, any existing or past defaults, and release and discharge us and the Trustee from any and all claims you may have now, or may have in the future, arising out of, or related to, such Notes, including without limitation any claims that you are entitled to receive additional principal or interest payments with respect to such Notes or to participate in any redemption or defeasance of such Notes. You hereby irrevocably constitute and appoint the Depositary and Information Agent as your true and lawful agent and attorney-in-fact (with full knowledge that the Depositary and Information Agent also acts as our agent) with respect to such Notes, with full power of substitution (such power-of-attorney being deemed to be an irrevocable power coupled with an interest): (i) to transfer ownership of such Notes on the account books maintained by DTC to the Depositary and Information Agent or us or upon our order and (ii) to receive all benefits and otherwise exercise all rights of beneficial ownership of such Notes.

You understand that tenders of Notes made at or prior to the Withdrawal Time may be withdrawn at any time at or prior to the Withdrawal Time, but not thereafter, except in certain limited circumstances where additional withdrawal rights are required by law. You understand that tenders of your Notes pursuant to the procedures described in the Offer to Purchase and in the instructions hereto and acceptance thereof by us will constitute a binding agreement between you and us upon the terms and subject to the conditions of the Tender Offer.

You hereby represent and warrant that you have full power and authority to tender, sell, assign and transfer the Notes tendered hereby, and that when such Notes are accepted for purchase by us, we will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and subject to no adverse claim or right. You will, upon request, execute and deliver any additional documents deemed by the Depositary and Information Agent or by us to be necessary or desirable to complete the sale, assignment and transfer of the Notes tendered hereby.

For purposes of the Tender Offer, you understand that we will be deemed to have accepted for purchase validly tendered Notes (or defectively tendered Notes with respect to which we have waived such defect) if, as and when we give oral (confirmed in writing) or written notice thereof to the Depositary and Information Agent.

You understand that we will not accept for purchase any Notes tendered after the Expiration Time, except Notes tendered pursuant to the Guaranteed Delivery Procedures. In addition, you understand that your Notes must be validly tendered, and not validly withdrawn, at or prior to the Expiration Time or at or prior to the Guaranteed Delivery Time, as applicable, in order to receive the Consideration on the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable.

All authority conferred or agreed to be conferred by this letter of transmittal shall survive your death or incapacity, and your obligations under this letter of transmittal shall be binding upon your heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives.

You understand that the delivery and surrender of the Notes is not effective, and the risk of loss of the Notes does not pass to the Depositary and Information Agent, until receipt and confirmation of an “agent’s message.”

You understand that all questions as to the form of all documents and the validity (including time of receipt) and acceptance of tenders and withdrawals of Notes and deliveries will be determined by us, in our sole discretion, which determination shall be final and binding.

Very truly yours,

Service Corporation International

INSTRUCTIONS
Forming Part of the Terms and Conditions
of the Tender Offer

1. *Book-Entry Confirmations; Consideration; Withdrawal of Tenders.* To be eligible to receive the Consideration on the Settlement Date for the tender of Notes in the Tender Offer, a confirmation of any book-entry transfer into the account of Depositary and Information Agent maintained by DTC through ATOP of Notes tendered electronically must be received (and not validly withdrawn) by the Depositary and Information Agent at or prior to the Expiration Time. You are solely responsible for ensuring that your Notes are validly tendered in the Tender Offer. It is suggested that Holders tender their Notes sufficiently in advance of the Expiration Time to permit delivery by DTC of the agent's message to the Depositary and Information Agent at or prior to such time. The delivery will be deemed made when the agent's message is actually received and confirmed by the Depositary and Information Agent. Holders who validly tender and do not withdraw Notes will be paid accrued and unpaid interest, if any, from the last interest payment date on such Notes up to, but not including, the Settlement Date for their Notes accepted for purchase.

Tenders of Notes made at or prior to 5:00 p.m., New York City time, on August 7, 2020 (such date and time, as the same may be extended, the "*Withdrawal Time*") may be withdrawn at or prior to the Withdrawal Time, but not thereafter, except in certain limited circumstances where additional withdrawal rights are required by law. Withdrawal of tenders of Notes may be accomplished by complying with the applicable ATOP procedures for withdrawal of tenders. The Depositary and Information Agent must receive the "Request Message" relating to a Holder's withdrawal at or prior to the Withdrawal Time, assuming no additional withdrawal rights are so required. If you withdraw Notes, you will have the right to re-tender them through ATOP at or prior to the Expiration Time.

All questions as to the validity, form and eligibility (including time of receipt) of notices of withdrawal of tenders will be determined by us, in our sole discretion (whose determination shall be final and binding). None of the Company, the Depositary and Information Agent, the Dealer Manager, the Trustee or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal of tenders, or incur any liability for failure to give any such notification.

2. *Guaranteed Delivery.* A Holder who desires to tender Notes, but who cannot comply with the procedures set forth herein and in the Offer to Purchase for a tender on a timely basis or whose Notes are not immediately available, may tender such Notes by following procedures for guaranteed delivery set forth in the Offer to Purchase under "Procedures for Tendering Notes—Guaranteed Delivery," including physical or electronic delivery of the Notice of Guaranteed Delivery to the Depositary and Information Agent. Pursuant to those procedures, (a) the tender must be made by or through an Eligible Institution, (b) a properly completed and duly executed Notice of Guaranteed Delivery, in the form provided by the Company, must be received by the Depositary and Information Agent at or prior to the Expiration Time and (c) a properly transmitted agent's message, together with confirmation of book-entry transfer of the Notes tendered pursuant to the procedures set forth under the caption "Procedures for Tendering Notes" in the Offer to Purchase, and any other required documents, must be received by the

Depository and Information Agent, in each case at or prior to the Guaranteed Delivery Time. **Failure to do so will result in an invalid tender of such Notes, and such Eligible Institution could be liable for any losses arising out of such failure.** If an Eligible Institution is tendering Notes through ATOP pursuant to the Guaranteed Delivery Procedures, the Eligible Institution should not complete and deliver the Notice of Guaranteed Delivery, but such Eligible Institution will be bound by the terms of the Notice of Guaranteed Delivery as if it was executed and delivered by such Eligible Institution. DTC participants who hold Notes in book-entry form and tender pursuant to ATOP's procedures should, at or prior to the Guaranteed Delivery Settlement Date, only comply with ATOP's procedures applicable to guaranteed delivery.

3. *Partial Tenders.* Notes may be tendered only in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Notes must continue to hold Notes in the minimum denominations of \$2,000. The entire principal amount of Notes set forth in a participant's DTC account will be deemed to have been tendered, unless otherwise indicated. If the entire principal amount of all Notes held by a Holder is not tendered or not accepted for purchase, Notes representing such untendered amount will be returned by credit to the participant's account at DTC promptly after the Notes are accepted for purchase.

4. *Transfer Taxes.* We will pay all transfer taxes applicable to the tender and transfer of Notes pursuant to the Tender Offer, except in the case of deliveries of Notes for principal amounts not tendered or not accepted for purchase that are registered in the name of any person other than the registered Holder of outstanding Notes tendered thereby or if the transfer tax is imposed for any reason other than the purchase of Notes under the Tender Offer.

5. *Irregularities.* All questions as to the validity (including time of receipt) and acceptance of tenders of Notes will be determined by us, in our sole discretion, which determination shall be final and binding. Alternative, conditional or contingent tenders will not be considered valid. We reserve the absolute right to reject any or all tenders in respect of the Notes where the acceptance of which would, in our opinion, be unlawful. We also reserve the right to waive any defects, irregularities or conditions of tender as to particular Notes. Our interpretation of the terms and conditions of the Tender Offer (including the instructions in this letter of transmittal) will be final and binding. Any defect or irregularity in connection with tenders of Notes must be cured within such time as we determine, unless waived by us. Tenders of Notes shall not have been deemed to have been made until all defects or irregularities have been waived by us or cured. All tendering Holders, by tender of Notes in the Tender Offer, waive any right to receive notice of the acceptance of their Notes for purchase. None of the Company, the Dealer Manager, the Depository and Information Agent, the Trustee or any other person will be under any duty to give notice of any defects or irregularities in tenders of Notes, or withdrawals of tenders of Notes, or will incur any liability to Holders for failure to give any such notice.

6. *Waiver of Conditions.* While we have no current plans or arrangements to do so, we expressly reserve the absolute right, in our sole discretion, to amend or waive any of the conditions of the Tender Offer in the case of any Notes tendered, in whole or in part, at any time and from time to time. In the case of an amendment to a condition of the Tender Offer, we will give Holders notice of such amendment as may be required by applicable law.

7. *Backup Withholding.* In order to avoid U.S. federal backup withholding, each tendering holder that is a U.S. person for U.S. federal income tax purposes (a “U.S. Holder”) is required to provide the Depositary and Information Agent with such U.S. Holder’s correct taxpayer identification number (“TIN”), generally the U.S. Holder’s social security or employer identification number, and to certify such holder’s exemption from backup withholding on the attached IRS Form W-9 or, alternatively, to establish another basis for exemption from backup withholding. Failure to provide the information on the form may subject the tendering U.S. Holder to 24% federal backup withholding on the payments made to the U.S. Holder with respect to Notes purchased pursuant to the Tender Offer. Each holder that is not a U.S. person for U.S. federal income tax purposes (a “Non-U.S. Holder”) must submit an appropriate completed IRS Form W-8 (generally IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable) to avoid backup withholding and avoid or reduce (in accordance with an applicable treaty) 30% U.S. federal withholding on accrued but unpaid interest. The appropriate form may be obtained via the Internal Revenue Service (the “IRS”) website at www.irs.gov or by contacting the Depositary and Information Agent.

8. *Requests for Assistance or Additional Copies.* Any questions regarding the terms of the Tender Offer may be directed to the Dealer Manager at the location and telephone numbers set forth below, and requests for additional copies of documentation related to the Tender Offer, requests for copies of the Indenture and any questions or requests for assistance in tendering may be directed to the Depositary and Information Agent at the location and telephone numbers set forth on the second page of this letter of transmittal. Holders may also contact their broker, dealer, commercial bank or trust company for assistance concerning the Tender Offer.

The Dealer Manager for the Tender Offer is:

BofA Securities

620 South Tryon Street, 20th Floor
Charlotte, North Carolina 28255
Attention: Debt Advisory

Collect: (980) 387-5602

Email: debt_advisory@bofa.com

IMPORTANT TAX INFORMATION

U.S. federal income tax law imposes “backup withholding” unless a tendering U.S. Holder has provided such holder’s correct TIN which, in the case of a U.S. Holder who is an individual, is his or her social security number, and certain other information, or otherwise establishes a basis for exemption from backup withholding. Completion of the attached IRS Form W-9 should be used for this purpose. If the U.S. Holder does not provide the correct TIN, such U.S. Holder may be subject generally to a \$50 penalty imposed by the IRS in addition to backup withholding. Failure to comply truthfully with the backup withholding requirements also may result in the imposition of severe criminal and/or civil fines and penalties. Exempt U.S. Holders (including, among others, all corporations) are not subject to backup withholding, provided that they properly demonstrate their eligibility for exemption. Exempt U.S. Holders should furnish their TIN,

provide the applicable codes in the box labeled “Exemptions” of the attached Form W-9, and sign, date and return the IRS Form W- 9.

Non-U.S. Holders may avoid backup withholding by submitting the appropriate IRS Form W-8 (which is available from the Depository and Information Agent or the IRS website at www.irs.gov), attesting to that Non-U.S. Holder’s non-U.S. status.

Failure to complete the attached IRS Form W-9 or an applicable IRS Form W-8 may result in backup withholding of 24% of the amount of any payments made pursuant to the Tender Offer. Backup withholding is not an additional U.S. federal income tax. Rather, the U.S. federal income tax liability of a person subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained, provided that the required information is timely furnished to the IRS.

A U.S. Holder should write “Applied For” in the space for the TIN provided on the attached IRS Form W-9 and must also complete the attached “Certificate of Awaiting Taxpayer Identification Number” if such U.S. Holder has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future. If the U.S. Holder does not provide a TIN by the time of payment, the applicable withholding agent will withhold 24% on payments made pursuant to the Tender Offer. A U.S. Holder who writes “Applied For” in the space in Part 1 in lieu of furnishing his or her TIN should furnish such Holder’s TIN as soon as it is received.

For further information concerning backup withholding and instructions for completing the attached IRS Form W-9 (including how to obtain a TIN if you do not have one and how to complete the IRS Form W-9 if the Notes are held in more than one name), consult the attached Guidelines for Certification of Taxpayer Identification Number on IRS Form W-9.

Payments attributable to accrued but unpaid interest made to a Non-U.S. Holder will be subject to 30% U.S. federal withholding tax unless the Non-U.S. Holder provides proper certification of its non-U.S. status on an applicable IRS Form W-8.