

OFFER TO PURCHASE

Service Corporation International

**Offer to Purchase for Cash Any and All of Its
Outstanding 5.375% Senior Notes due 2024
(CUSIP No. 817565 CB8 / ISIN No. US817565CB82)**

The Tender Offer (as defined below) will expire at 5:00 p.m., New York City time, on August 7, 2020, unless extended by us in our sole discretion (such time and date, as the same may be extended, the “*Expiration Time*”). In order to receive the Consideration (as defined below) for your Notes (as defined below) that is shown in the table at the bottom of this page, you must (i) validly tender (and not validly withdraw) your Notes at or prior to the Expiration Time or (ii) comply with the Guaranteed Delivery Procedures (as defined herein) described herein. The Tender Offer is subject to certain conditions, including the Financing Condition (as defined herein), described under “Conditions to Consummation of the Tender Offer.”

Service Corporation International, a Texas corporation (“*we*,” “*us*,” “*our*” or the “*Company*”), hereby offers to holders (each, a “*Holder*” and collectively, the “*Holders*”) of our outstanding 5.375% Senior Notes due 2024 (the “*Notes*”) to purchase for cash, using funds provided by the Financing Transaction (as defined below) and cash on hand and available liquidity, any and all Notes upon the terms and subject to the conditions of the Tender Offer set forth in this Offer to Purchase (as amended or supplemented from time to time, this “*Offer to Purchase*”) and in the related Letter of Transmittal (as amended or supplemented from time to time, the “*Letter of Transmittal*”) and Notice of Guaranteed Delivery, attached as Exhibit A hereto (as amended or supplemented from time to time, the “*Notice of Guaranteed Delivery*” and collectively with the Offer to Purchase and the Letter of Transmittal, the “*Offer Documents*”), including the Financing Condition. We refer to this offer to purchase the Notes as the “*Tender Offer*.”

The following table shows the Consideration for each \$1,000 principal amount of Notes.

CUSIP No.	Outstanding Principal Amount	Title of Security	Consideration
817565 CB8	\$850,000,000	5.375% Senior Notes due 2024	\$1,020.42

The consideration for the Notes validly tendered (and not validly withdrawn) pursuant to this Offer to Purchase (the “*Consideration*”) is \$1,020.42 per \$1,000 principal amount of the Notes. Holders who (i) validly tender (and do not validly withdraw) their Notes at or prior to the Expiration Time will be entitled to receive the Consideration on the Settlement Date (as defined below) or (ii) comply with the Guaranteed Delivery Procedures will be entitled to receive the Consideration on the Guaranteed Delivery Settlement Date (as defined below), in each case, if such Notes are accepted for purchase. In addition to the Consideration, Holders will receive accrued and unpaid interest from the last interest payment date on their Notes up to, but not

including, the Settlement Date for all of their Notes that we accept for purchase in the Tender Offer.

The “*Settlement Date*” for the Tender Offer will be a business day we choose promptly following both the Expiration Time and the satisfaction or waiver of the conditions to the consummation of the Tender Offer and is expected to be August 10, 2020. The “*Guaranteed Delivery Settlement Date*” for the Tender Offer will be a business day we choose promptly following the Guaranteed Delivery Time (as defined herein) and is expected to be August 12, 2020.

The Offer Documents have not been filed with, or reviewed by, the Securities and Exchange Commission (the “*SEC*”), any state securities commission or any other regulatory authority, nor has any such commission or authority passed upon the accuracy or adequacy of the Offer Documents. Any representation to the contrary is a criminal offense.

The Dealer Manager for the Tender Offer is:

BofA Securities

August 3, 2020

Upon the terms and subject to the conditions of the Tender Offer described in the Offer Documents, the Company hereby offers to purchase for cash any and all of the Notes. The purpose of the Tender Offer is to acquire all outstanding Notes. The Tender Offer is being made in connection with, and is conditioned upon, among other things, the Financing Condition.

Notes validly tendered at or prior to 5:00 p.m., New York City time, on August 7, 2020 (such time and date, as the same may be extended, the “*Withdrawal Time*”) may be validly 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). Notes tendered after the Withdrawal Time may not be withdrawn (except in certain limited circumstances where additional withdrawal rights are required by law). We have the right to extend the Expiration Time without extending the Withdrawal Time, subject to applicable law.

Holders who (i) validly tender their Notes at or prior to the Expiration Time and do not validly withdraw their Notes at or prior to the Withdrawal Time or (ii) comply with the Guaranteed Delivery Procedures will receive the Consideration, subject to our acceptance of their Notes for purchase. In the event that the Tender Offer is terminated or otherwise not completed, the Consideration will not be paid or become payable to Holders of the Notes who have validly tendered (and not validly withdrawn) their Notes in connection with the Tender Offer, and all tendered Notes will be returned promptly.

Notwithstanding any other provision of the Offer Documents, the Company’s obligation to accept for purchase, and to pay for, Notes validly tendered (and not validly withdrawn) pursuant to the Tender Offer is subject to, and conditioned upon, the satisfaction of or, where applicable, its waiver of the conditions set forth under “Conditions to Consummation of the Tender Offer,” including the Financing Condition.

We reserve the right, in our sole discretion, from time to time after the Tender Offer, to purchase any Notes that are not tendered or accepted in the Tender Offer through open market or privately negotiated transactions, one or more additional tender or exchange offers, by redemption under the terms of the Indenture (as defined herein) or otherwise, in each case upon terms that may or may not differ materially from the terms of the Tender Offer. If the Tender Offer is not consummated, or if we purchase less than all of the outstanding Notes in the Tender Offer, we may exercise our right under the Indenture to redeem any Notes that remain outstanding afterward, although we have no legal obligation to do so and the selection of any particular redemption date is in our discretion. See “Certain Considerations—Subsequent Acquisitions or Redemptions of Notes.” The current redemption price of the Notes is equal to 101.792%, which is less than the Consideration, plus accrued and unpaid interest, if any, to the date of redemption.

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NOTICE TO HOLDERS

All of the outstanding Notes are held in book-entry form through the facilities of The Depository Trust Company (“DTC”) in New York City. Consequently, if you desire to tender your Notes in the Tender Offer, you must tender through DTC’s Automated Tender Offer Program (“ATOP”), for which the Tender Offer will be eligible, and follow the procedures for book-entry transfer described under “Procedures for Tendering Notes.” By using the ATOP procedures to tender Notes, you will not be required to deliver a letter of transmittal to the Depository and Information Agent. However, you will be bound by the terms of the Letter of Transmittal, a copy of which accompanies this Offer to Purchase.

Holders must tender their Notes in accordance with the procedures set forth under “Procedures for Tendering Notes.” A Holder who desires to tender Notes, but who cannot comply with the procedures set forth herein 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 below under “Procedures for Tendering Notes—Guaranteed Delivery,” including physical or electronic delivery of the Notice of Guaranteed Delivery to the Depository and Information Agent (the “*Guaranteed Delivery Procedures*”).

You should rely only upon the information contained in this document. We, BofA Securities, Inc. (the “*Dealer Manager*”), The Bank of New York Mellon Trust Company, N.A. (the “*Trustee*”) and D.F. King & Co., Inc. (the “*Depository and Information Agent*”) have not authorized any other person to provide you with additional or different information. If anyone provides you with additional, different or inconsistent information, you should not rely on it. Neither we nor the Dealer Manager is making an offer to purchase these securities in any jurisdiction where the offer or purchase is not permitted. You should assume the information appearing in this Offer to Purchase is accurate only as of the date on the front cover page (or the date of the applicable filing, for information incorporated by referenced herein). Our business, financial condition, results of operations and prospects may have changed since that date.

The Offer Documents contain important information that should be read before any decision is made with respect to the Tender Offer.

This Offer to Purchase is based on information provided by us and other sources we believe to be reliable. Neither the Depository and Information Agent nor the Dealer Manager makes any representation or warranty that this information is accurate or complete, and neither of them is responsible for this information. The Trustee is not responsible for, and makes no representation as to, the validity, accuracy or adequacy of this Offer to Purchase or any of its contents, and is not responsible for anything in the Offer to Purchase or in any document issued or used in connection with it or the Tender Offer. We have summarized certain information in a manner we believe to be accurate, but we refer you to the actual documents for a more complete understanding of what we discuss in this document. In making a decision whether or not to participate in the Tender Offer, you must rely on your own examination of our business and the terms of the Tender Offer as well as the Notes, including the merits and risks involved.

Any questions regarding the terms of the Tender Offer may be directed to the Dealer Manager. 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. Their respective contact information appears on the back cover page of this Offer to Purchase. Beneficial owners of Notes may also contact their brokers, dealers, commercial banks or trust companies for assistance concerning the Tender Offer.

We reserve the right to terminate or extend the Tender Offer if any condition of the Tender Offer is not satisfied or waived by us and otherwise to amend the Tender Offer in any respect. If we amend a condition to the Tender Offer, we will give the appropriate Holders notice of the amendment as may be required by applicable law.

The Offer Documents have not been filed with, or reviewed by, the SEC, any state securities commission or any other regulatory authority, nor has any such commission or authority passed upon the accuracy or adequacy of the Offer Documents. Any representation to the contrary is a criminal offense.

This Offer to Purchase does not constitute an offer to purchase in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such an offer under applicable securities or “blue sky” laws. The delivery of this Offer to Purchase shall not under any circumstances create any implication that the information contained herein is correct as of any time subsequent to the date hereof, or that there has been no change in the information set forth herein or in our or any of our subsidiaries or affiliates since the date hereof.

No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in this Offer to Purchase and, if given or made, such information or representation may not be relied upon as having been authorized by the Company, the Trustee, the Depositary and Information Agent or the Dealer Manager.

We reserve the right, in our sole discretion, from time to time after the Tender Offer, to purchase any Notes that are not tendered or accepted in the Tender Offer through open market or privately negotiated transactions, one or more additional tender or exchange offers, by redemption under the terms of the Indenture or otherwise, in each case upon terms that may or may not differ materially from the terms of the Tender Offer. If the Tender Offer is not consummated, or if we purchase less than all of the outstanding Notes in the Tender Offer, we may exercise our right under the Indenture to redeem any Notes that remain outstanding afterward, although we have no legal obligation to do so and the selection of any particular redemption date is in our discretion. See “Certain Considerations—Subsequent Acquisitions or Redemptions of Notes.” The current redemption price of the Notes is equal to 101.792%, which is less than the Consideration, plus accrued and unpaid interest, if any, to the date of redemption.

NONE OF THE COMPANY, THE DEALER MANAGER, THE DEPOSITARY AND THE INFORMATION AGENT OR THE TRUSTEE MAKES ANY RECOMMENDATION IN CONNECTION WITH THE TENDER OFFER.

Compliance with “Short Tendering” Rule

It is a violation of Rule 14e-4 (promulgated under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) for a person, directly or indirectly, to tender Notes for his own account unless the person so tendering (a) has a net long position equal to or greater than the aggregate principal amount of the Notes being tendered and (b) will cause such Notes to be delivered in accordance with the terms of the Tender Offer. Rule 14e-4 provides a similar restriction applicable to the tender or guarantee of a tender on behalf of another person.

A tender of Notes in the Tender Offer under any of the procedures described herein will constitute a binding agreement between the tendering Holder and us with respect to the Tender Offer upon the terms and subject to the conditions of the Tender Offer, including our acceptance of the Notes validly tendered (and not validly withdrawn), and the tendering Holder’s acceptance of the terms and conditions of the Tender Offer, as well as the tendering Holder’s representation and warranty that (a) such Holder has a net long position in the Notes being tendered pursuant to the Tender Offer within the meaning of Rule 14e-4 under the Exchange Act and (b) the tender of such Notes complies with Rule 14e-4.

IMPORTANT DATES

Holders of the Notes should take note of the following dates:

Date	Calendar Date and Time	Event
Commencement Date	August 3, 2020.	The commencement of the Tender Offer.
Withdrawal Time	5:00 p.m., New York City time, on August 7, 2020, unless extended by the Company and except in certain limited circumstances where additional withdrawal rights are required by law.	The deadline for Holders to validly withdraw tenders of Notes. If tenders are validly withdrawn, the Holder will no longer be eligible to receive the Consideration on the Settlement Date, unless such Holder validly re-tenders such notes by the Expiration Time.
Expiration Time	5:00 p.m., New York City time, on August 7, 2020, unless extended by the Company.	The deadline for Holders to validly tender Notes or deliver a duly completed Notice of Guaranteed Delivery in order to be eligible to receive the Consideration on the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable.
Settlement Date	Promptly after both the Expiration Time and the satisfaction or waiver of the conditions to the consummation of the Tender Offer. The Settlement Date is currently expected to be August 10, 2020.	The Company will deposit the amount of cash necessary to pay the Consideration for Notes tendered by the Expiration Time and accepted for purchase, plus an amount equal to the accrued and unpaid interest thereon from the last interest payment date up to, but not including, the Settlement Date.
Guaranteed Delivery Time	5:00 p.m., New York City time, on August 11, 2020, unless extended by the Company (the “ <i>Guaranteed Delivery Time</i> ”).	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.
Guaranteed Delivery Settlement Date	Promptly after the Guaranteed Delivery Time for the Tender Offer. The Guaranteed Delivery Settlement Date is expected to be August 12, 2020.	The Company will deposit the amount of cash necessary to pay the Consideration for Notes tendered pursuant to the Guaranteed Delivery Procedures and accepted for

Date	Calendar Date and Time	Event
		<p>purchase, plus an amount equal to the accrued and unpaid interest thereon from the last interest payment date up to, but not including, the Settlement Date. For the avoidance of doubt, Holders whose Notes are tendered pursuant to the Guaranteed Delivery Procedures and are accepted for purchase will not receive payment in respect of any interest for the period from and including the Settlement Date</p>

WHERE YOU CAN FIND MORE INFORMATION AND INCORPORATION OF DOCUMENTS BY REFERENCE

We are a reporting company and file annual, quarterly and current reports, proxy statements and other information with the SEC. Our SEC filings are available at the SEC's website at <http://www.sec.gov>. Please note that the SEC's website is included in this Offer to Purchase as an inactive textual reference only. The information contained on the SEC's website is not incorporated by reference into this Offer to Purchase and should not be considered to be a part of this Offer to Purchase, except as described below.

We are incorporating by reference our filings with the SEC listed below; provided, however, that we are not incorporating by reference any information furnished (but not filed) under Items 2.02 or 7.01 of any Current Report on Form 8-K or any portions of other documents which under applicable securities laws are deemed furnished and not filed with the SEC. The information incorporated by reference is considered to be part of this Offer to Purchase. Information that we file with the SEC after the date of this Offer to Purchase (other than information in such documents that is deemed not to be filed) will be deemed to modify and supersede the information included or incorporated by reference in this Offer to Purchase to the extent that the subsequently filed information modifies or supersedes the existing information.

- Annual Report on Form 10-K for the fiscal year ended December 31, 2019, as filed with the SEC on February 18, 2020;
- Quarterly Reports on Form 10-Q for the quarterly period ended March 31, 2020, filed with the SEC on April 30, 2020, and June 30, 2020, filed with the SEC on July 31, 2020; and
- Current Report on Form 8-K filed with the SEC on May 19, 2020 (to the extent filed and not furnished).

You may request a copy of any of these filings at no cost by writing to or telephoning us at the following address and telephone number: Service Corporation International, 1929 Allen Parkway, Houston, Texas, 77019, telephone (713) 522 5141.

DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

The statements in this Offer to Purchase that are not historical facts are forward-looking statements made in reliance on the safe harbor protections provided under the Private Securities Litigation Reform Act of 1995. These statements may be accompanied by words such as "believe", "estimate", "project", "expect", "anticipate", or "predict" that convey the uncertainty of future events or outcomes. These statements are based on assumptions that we believe are reasonable; however, many important factors could cause our actual consolidated results in the future to differ materially from the forward-looking statements made herein and in any other documents or oral presentations made by, or on behalf of, the Company. These factors include, among others, the following: the COVID-19 pandemic has had an adverse effect on our business and results of operations and future public health threats could have additional material adverse consequences for our business and results of operations; our affiliated trust funds own investments in securities, which are affected by market conditions that are beyond our control;

we may be required to replenish our affiliated funeral and cemetery trust funds to meet minimum funding requirements, which would have a negative effect on our earnings and cash flow; our ability to execute our strategic plan depends on many factors, some of which are beyond our control; our credit agreements contain covenants that may prevent us from engaging in certain transactions; if we lost the ability to use surety bonding to support our preneed activities, we may be required to make material cash payments to fund certain trust funds; increasing death benefits related to preneed contracts funded through life insurance or annuity contracts may not cover future increases in the cost of providing a price-guaranteed service; the financial condition of third-party insurance companies that fund our preneed contracts may impact our future revenue and cash flows; unfavorable results of litigation could have a material adverse impact on our financial statements; unfavorable publicity could affect our reputation and business; we use a combination of insurance, self-insurance, and large deductibles in managing our exposure to certain inherent risks; therefore, we could be exposed to unexpected costs that could negatively affect our financial performance; changes in taxation as well as the inherent difficulty in quantifying potential tax effects of business decisions could have a material adverse effect on the results of our operations, financial condition, or cash flows; declines in overall economic conditions beyond our control could reduce future potential earnings and cash flows and could result in future impairments to goodwill and/or other intangible assets; any failure to maintain the security of the information relating to our customers, their loved ones, our associates, and our vendors could damage our reputation, could cause us to incur substantial additional costs and to become subject to litigation, and could adversely affect our operating results, financial condition, or cash flow; our Canadian business exposes us to operational, economic, and currency risks; our level of indebtedness could adversely affect our ability to raise additional capital to fund our operations, limit our ability to react to changes in the economy or our industry, and may prevent us from fulfilling our obligations under our indebtedness; a failure of a key information technology system or process could disrupt and adversely affect our business; failure to maintain effective internal control over financial reporting could adversely affect our results of operations, investor confidence, and our stock price; the application of unclaimed property laws by certain states to our preneed funeral and cemetery trust funds could have a material adverse impact on our liquidity, cash flows, and financial results; the funeral and cemetery industry is competitive; if the number of deaths in our markets declines, our cash flows and revenue may decrease. Changes in the number of deaths are not predictable from market to market or over the short term; if we are not able to respond effectively to changing consumer preferences, our market share, operating results, financial condition, or cash flow could decrease; the continuing upward trend in the number of cremations performed in North America could result in lower revenue, operating profit, and cash flows; our funeral and cemetery businesses are high fixed-cost businesses; regulation and compliance could have a material adverse impact on our financial results; cemetery burial practice claims could have a material adverse impact on our financial results; and other factors identified in our reports filed with the SEC under the Exchange Act, including under Item 1A. “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2019, our Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, and our Quarterly Report on Form 10-Q for the quarter ended June 30, 2020. We assume no obligation and make no undertaking to publicly update or revise any forward-looking statements made herein or any other forward-looking statements made by the Company, whether as a result of new information, future events, or otherwise.

SUMMARY

The following summary highlights selected information from this Offer to Purchase and may not contain all of the information that is important to you. For a more complete understanding of the Tender Offer, we encourage you to read the Offer Documents in their entirety, including any documents incorporated by reference therein.

The Company Service Corporation International, a Texas corporation.

The Notes

The following outstanding notes of the Company:

<u>Title of Security</u>	<u>Outstanding Principal Amount</u>
5.375% Senior Notes due 2024 (CUSIP No. 817565 CB8 / ISIN No. US817565CB82)	\$850,000,000

The Notes were issued under a Senior Indenture dated as of February 1, 1993, among the Company and The Bank of New York Mellon Trust Company, N.A., a national banking association, as successor to The Bank of New York, as Trustee (as supplemented with respect to the Notes by a Twelfth Supplemental Indenture, dated as of May 12, 2014, the “*Indenture*”)

Purpose of the Tender Offer	The purpose of the Tender Offer is to acquire all of the outstanding Notes. See “Purpose and Background of the Tender Offer.”
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The Tender Offer	We are offering to purchase for cash, upon the terms and subject to the conditions of the Tender Offer set forth in the Offer Documents, any and all of the outstanding Notes validly tendered (and not validly withdrawn) and accepted for purchase.
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Each Holder should read the discussion in the section entitled “The Tender Offer” for further information regarding the Tender Offer.

Untendered Notes	<p>If the Tender Offer is not consummated, or if we purchase less than all of the outstanding Notes in the Tender Offer, we may exercise our right under the Indenture to redeem any Notes that remain outstanding afterward, although we have no legal obligation to do so and the selection of any particular redemption date is in our discretion. See “Certain Considerations—Subsequent Acquisitions or Redemptions of Notes.” The current redemption price of the Notes is equal to 101.792%, which is less than the</p>
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	Consideration, plus accrued and unpaid interest, if any, to the date of redemption.
Expiration Time	The Tender Offer will expire at 5:00 p.m., New York City time, on August 7, 2020. We have the right to extend the Expiration Time one or more times in our sole discretion.
Guaranteed Delivery Time and Guaranteed Delivery Settlement Date	Holders must validly tender (and not validly withdraw) their Notes pursuant to the Guaranteed Delivery Procedures at or prior to the Guaranteed Delivery Time (which is expected to be 5:00 p.m., New York City time, on August 11, 2020). Payment for Notes tendered pursuant to the Guaranteed Delivery Procedures and accepted for purchase in the Tender Offer is expected to settle on August 12, 2020.
Consideration	<p>The Consideration for each \$1,000 principal amount of Notes validly tendered (and not validly withdrawn) at or prior to the Expiration Time and accepted for purchase pursuant to the Tender Offer is \$1,020.42. Holders will also receive accrued and unpaid interest from the last interest payment date on their Notes (which was May 15, 2020) up to, but not including, the Settlement Date, for all of their Notes accepted for purchase.</p> <p>For the avoidance of doubt, accrued interest will cease to accrue on the Settlement Date, which is expected to be August 10, 2020, for all Notes that are accepted for purchase in the Tender Offer, including those tendered pursuant to the Guaranteed Delivery Procedures set forth herein, which will settle on the Guaranteed Delivery Settlement Date. As a result, Notes tendered and purchased pursuant to the Guaranteed Delivery Procedures will not receive payment in respect of any interest for the period from and including the Settlement Date. In no event will the Consideration be paid at or prior to the Expiration Time.</p>
Conditions to the Tender Offer	Our obligation to complete the Tender Offer is subject to and conditioned upon satisfaction of (i) the Financing Condition and (ii) the General Conditions (as these terms are defined in “Conditions to Consummation of the Tender Offer”), although we may waive any of these conditions in our sole discretion. We reserve the right to terminate or extend the Tender Offer if any condition to the Tender Offer is not satisfied (or otherwise in our sole

	discretion) and to amend the Tender Offer in any respect.
Source of Funds	The Consideration, accrued interest and the costs and expenses of the Tender Offer are expected to be paid with funds provided by the Financing Transaction and cash on hand and available liquidity. See “Description of the Financing Transaction.”
Procedures for Tendering Notes	<p>Each Holder who wishes to tender Notes in the Tender Offer must comply with the procedures described under “Procedures for Tendering Notes.”</p> <p>A Holder who desires to tender Notes, but who cannot comply with the procedures set forth herein for a tender on a timely basis or whose Notes are not immediately available may tender such Notes by following the procedures for guaranteed delivery set forth below under “Procedures for Tendering Notes— Guaranteed Delivery,” including physical delivery of the Notice of Guaranteed Delivery to the Depositary and Information Agent.</p> <p>For help with tendering Notes, contact the Depositary and Information Agent at one of its telephone numbers set forth on the back cover page of this Offer to Purchase or consult your broker, dealer, commercial bank, trust company or other nominee for assistance.</p>
Withdrawal Rights	<p>At or prior to the Withdrawal Time, a Holder may withdraw Notes that it has tendered by submitting a notice of withdrawal to the Depositary and Information Agent using ATOP procedures. We have the right to extend the Withdrawal Time in our sole discretion. Any Notes tendered at or prior to the Withdrawal Time that are not validly withdrawn at or prior to that time may not be withdrawn thereafter, and any Notes tendered after the Withdrawal Time and at or prior to the Expiration Time may not be withdrawn, except, in each case, in certain limited circumstances where additional withdrawal rights are required by law.</p>
Settlement Date	With respect to Notes validly tendered (and not validly withdrawn) at or prior to the Expiration Time, payment of the Consideration will be made promptly after the Expiration Time on the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable; provided that the remaining conditions to the Tender Offer have been

satisfied or waived.

The Settlement Date for the Tender Offer is expected to be August 10, 2020. The Guaranteed Delivery Settlement Date is expected to be August 12, 2020.

Accrued Interest

Holders will also receive on the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable, accrued and unpaid interest on all of their Notes accepted for purchase from the last interest payment date on such Notes (which was May 15, 2020) up to, but not including, the Settlement Date.

For the avoidance of doubt, accrued interest will cease to accrue on the Settlement Date, which is expected to be August 10, 2020, for all Notes that are accepted for purchase in the Tender Offer, including those tendered pursuant to the Guaranteed Delivery Procedures set forth herein, which will settle on the Guaranteed Delivery Settlement Date. As a result, Notes tendered and purchased pursuant to the Guaranteed Delivery Procedures will not receive payment in respect of any interest for the period from and including the Settlement Date. In no event will the Consideration be paid at or prior to the Expiration Time.

Acceptance of Notes and Delivery of Cash Payment

If all of the conditions to the Tender Offer are satisfied or waived, we will accept, after the Expiration Time, any and all Notes for purchase that have been validly tendered in the Tender Offer (and not validly withdrawn). We will deliver the Consideration for such Notes on the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable. Each Holder that has validly tendered Notes (and not validly withdrawn them) at or prior to the Expiration Time or has validly tendered Notes (and not validly withdrawn them) pursuant to the Guaranteed Delivery Procedures will receive the Consideration on the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable.

Certain United States Federal Income Tax Considerations

The receipt of the Consideration will generally be a taxable transaction for United States federal income tax purposes. See “Certain United States Federal Income Tax Considerations.” Each Holder should consult its own tax advisor about the tax consequences of the Tender Offer as they apply to such Holder’s individual circumstances.

Certain Considerations	For a discussion of certain factors that each Holder should consider in connection with the Tender Offer, see “Certain Considerations.”
Dealer Manager	BofA Securities, Inc. is serving as Dealer Manager for the Tender Offer. Its address and telephone numbers are set forth on the back cover page of this Offer to Purchase.
Depository and Information Agent	D.F. King & Co., Inc. is acting as Depository and Information Agent for the Tender Offer. Its address and telephone numbers are set forth on the back cover page of this Offer to Purchase.
Trustee	The Bank of New York Mellon Trust Company, N.A., a national banking association, as successor to The Bank of New York, is the Trustee under the Indenture.
Fees and Expenses	Tendering Holders of Notes purchased in the Tender Offer will not be obligated to pay brokerage commissions or fees to the Dealer Manager, the Depository and Information Agent or the Company or, except as indicated in the instructions to the Letter of Transmittal, to pay transfer taxes with respect to the purchase of their Notes; however, such Holders may be obligated to pay commissions to their own brokers or other agents.
Additional Documentation; Further Information	Any questions regarding the terms of the Tender Offer may be directed to the Dealer Manager. 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 Depository and Information Agent. Their respective contact information appears on the back cover page of this Offer to Purchase. Beneficial owners of Notes may also contact their brokers, dealers, commercial banks or trust companies for assistance concerning the Tender Offer.

THE COMPANY

Service Corporation International is North America's largest provider of deathcare products and services, with a network of funeral service locations and cemeteries unequaled in geographic scale and reach. At June 30, 2020, we operated 1,472 funeral service locations and 483 cemeteries (including 296 funeral service/cemetery combination locations), which are geographically diversified across 44 states, eight Canadian provinces, the District of Columbia and Puerto Rico.

We are well known for our Dignity Memorial® brand, North America's first transcontinental brand of deathcare products and services. Our other brands are Dignity Planning™, National Cremation Society®, Advantage® Funeral and Cremation Services, Funeraria del Angel™, Making Everlasting Memories®, Neptune Society™ and Trident Society™. Our funeral and cemetery operations consist of funeral service locations, cemeteries, funeral service/cemetery combination locations, crematoria and other related businesses, which enable us to serve a wide array of customer needs. We sell cemetery property and funeral and cemetery merchandise and services at the time of need and on a preneed basis.

We were incorporated in Texas in July of 1962. Our principal executive offices are located at 1929 Allen Parkway, Houston, Texas 77019. Our telephone number at that address is (713) 522-5141. Our website is located at www.sci-corp.com. Other than as described in "Where You Can Find More Information," the information on, or that can be accessed through, our website is not incorporated by reference in this Offer to Purchase, and you should not consider it to be a part of this Offer to Purchase. Our website address is included as an inactive textual reference only.

THE TENDER OFFER

We hereby offer, upon the terms and subject to the conditions of the Tender Offer set forth in the Offer Documents, to purchase for cash any and all of the outstanding Notes that are validly tendered (and not validly withdrawn) at or prior to the Expiration Time, for the consideration described below.

Consideration

The Consideration for each \$1,000 principal amount of Notes validly tendered (and not validly withdrawn) and accepted for purchase pursuant to the Tender Offer is \$1,020.42. Holders will also receive accrued and unpaid interest from the last interest payment date on their Notes (which was May 15, 2020) up to, but not including, the Settlement Date for all of their Notes that we accept for purchase in the Tender Offer. For the avoidance of doubt, accrued interest will cease to accrue on the Settlement Date, which is expected to be August 10, 2020, for all Notes that are accepted for purchase in the Tender Offer, including those tendered pursuant to the Guaranteed Delivery Procedures set forth herein, which will settle on the Guaranteed Delivery Settlement Date. As a result, Notes tendered and purchased pursuant to the Guaranteed Delivery Procedures will not receive payment in respect of any interest for the period from and including the Settlement Date. In no event will the Consideration be paid at or prior to the Expiration Time.

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 principal amount. Our obligation to accept Notes that are tendered is subject to the conditions described below under “Conditions to Consummation of the Tender Offer.”

Tendering Holders of Notes purchased in the Tender Offer will not be obligated to pay brokerage commissions or fees to the Dealer Manager, the Depositary and Information Agent or the Company or, except as indicated in the instructions to the Letter of Transmittal, to pay transfer taxes with respect to the purchase of their Notes; however, such Holders may be obligated to pay commissions to their own brokers or other agents.

We reserve the right, in our sole discretion, from time to time after the Tender Offer, to purchase any Notes that are not tendered or accepted in the Tender Offer through open market or privately negotiated transactions, one or more additional tender or exchange offers, by redemption under the terms of the Indenture or otherwise, in each case upon terms that may or may not differ materially from the terms of the Tender Offer. If the Tender Offer is not consummated, or if we purchase less than all of the outstanding Notes in the Tender Offer, we may exercise our right under the Indenture to redeem any Notes that remain outstanding, although we have no legal obligation to do so and the selection of any particular redemption date is in our discretion. See “Certain Considerations— Subsequent Acquisitions or Redemptions of Notes.” The current redemption price of the Notes is equal to 101.792%, which is less than the Consideration, plus accrued and unpaid interest, if any, to the date of redemption.

Expiration Time; Extensions; Termination; Amendments

The Tender Offer will expire at 5:00 p.m., New York City time, on August 7, 2020, unless we extend the Expiration Time in our sole discretion. We expressly reserve the right to extend the Tender Offer from time to time or for such period or periods as we may determine in our sole discretion by giving oral (to be confirmed in writing) or written notice of such extension to the Depositary and Information Agent and by making a public announcement by press release to PR Newswire or a similar news service no later than 9:00 a.m., New York City time, on the next business day following the previously scheduled Expiration Time.

During any extension of the Tender Offer, all Notes previously tendered and not accepted for purchase will remain subject to the Tender Offer and may, subject to the terms and conditions of the Tender Offer, be accepted for purchase by us.

To the extent we are legally permitted to do so, we expressly reserve the absolute right, in our sole discretion, at any time (i) to waive any condition to the Tender Offer, (ii) to amend any of the terms of the Tender Offer, (iii) to terminate the Tender Offer or (iv) to modify the Consideration; provided that in the event we modify the Consideration, the Tender Offer will be extended such that the Expiration Time is at least five business days from the date of such modification and if we make any other material change to the Tender Offer, the Tender Offer will be extended such that the Expiration Time is at least three business days from the date of such modification. Any waiver, amendment, modification or termination of the Tender Offer will

apply to all Notes tendered pursuant to the Tender Offer. If we make a material change in the terms of the Tender Offer or waive a material condition of the Tender Offer, we will give oral (to be confirmed in writing) or written notice of such amendment or such waiver to the Depositary and Information Agent and will disseminate additional offer documents and extend the Tender Offer to the extent required by law.

We also reserve the right to terminate the Tender Offer if any condition of the Tender Offer is not satisfied or for any other reason as determined by us in our sole discretion. In the event that the Tender Offer is terminated or otherwise not completed, the Consideration will not be paid or become payable.

No Appraisal or Similar Rights

The Notes are debt obligations of the Company and are governed by the Indenture. Neither the Indenture nor applicable law gives the Holders any appraisal or similar rights to request a court or other person to value their outstanding Notes in connection with the Tender Offer.

CERTAIN CONSIDERATIONS

You should consider carefully the following considerations, in addition to the other information in the Offer Documents, before deciding whether to participate in the Tender Offer.

Limited Trading Market

The Notes are not listed on any national or regional securities exchange. To the extent that Notes are traded, prices for the Notes may fluctuate greatly depending on the trading volume, the balance between buy and sell orders, prevailing interest rates, the Company's operating results and the market for similar securities. In addition, quotations for securities that are not widely traded, such as the Notes, may differ from actual trading prices and should be viewed as approximations. Notes that are tendered and accepted in the Tender Offer will cease to be outstanding and will be cancelled. To the extent that fewer than all of the Notes are purchased in the Tender Offer, the trading market for the Notes would become more limited. A debt security with a smaller outstanding principal amount available for trading (a smaller "float") may command a lower price than would a comparable debt security with a greater float. Therefore, market prices for Notes that are not purchased may be affected adversely to the extent that the principal amount of Notes purchased pursuant to the Tender Offer reduces the float. The reduced float may also make market prices more volatile. Holders of Notes not purchased in the Tender Offer may attempt to obtain quotations for their Notes from their brokers; however, we cannot assure you that any trading market will exist for the Notes following consummation of the Tender Offer. The extent of the public market for the Notes following consummation of the Tender Offer will depend upon, among other things, the remaining outstanding principal amount of Notes after the Tender Offer, the number of beneficial owners remaining at such time, the interest in maintaining a market in such Notes on the part of securities firms and other factors. We cannot assure you that a market for any Notes that remain outstanding following consummation of the Tender Offer will exist or be sustained.

Subsequent Acquisitions or Redemptions of Notes

Whether or not the Tender Offer is consummated, the Company or its affiliates may from time to time acquire Notes, other than pursuant to the Tender Offer, through open market purchases, privately negotiated transactions, tender offers, exchange offers, by redemptions under the Indenture or otherwise, upon such terms and conditions and at such prices as the Company or such affiliates may determine, which may be more or less than the prices to be paid pursuant to the Tender Offer and could be for cash or other consideration.

The Indenture permits us to redeem all or a portion of the Notes at any time, upon not less than 30 nor more than 60 days' notice, at a redemption price equal to 101.792% if redeemed prior to May 15, 2021, 100.896% if redeemed on or after May 15, 2021 and prior to May 15, 2022, and 100.000% if redeemed on or after May 15, 2022, plus, in each case, accrued and unpaid interest, if any, to the date of redemption.

If the Tender Offer is not consummated, or if the Company purchases less than all of the outstanding Notes in the Tender Offer, the Company may exercise its right to redeem any Notes that remain outstanding afterwards, although it has no legal obligation to do so and the selection of any particular redemption date is in its discretion.

Tax Matters

See "Certain United States Federal Income Tax Considerations" for a discussion of certain United States federal income tax considerations of the Tender Offer.

Conditions to the Consummation of the Tender Offer

The closing of the Tender Offer is subject to the satisfaction or waiver of certain conditions, including the Financing Condition. See "Conditions to Consummation of the Tender Offer." We cannot assure you that the Tender Offer will be consummated or that any failure to consummate the Tender Offer will not have a negative effect on the market price and liquidity of the Notes.

Consideration

The consideration offered to purchase the Notes does not reflect any independent valuation of such Notes and does not take into account the events or changes in financial markets (including interest rates) after the commencement of the Tender Offer. We have not obtained or requested a fairness opinion from any banking or other firm as to the fairness of the consideration offered for the Notes. If you tender your Notes, you may or may not receive more than, or as much value as, if you choose not to tender your Notes.

PURPOSE AND BACKGROUND OF THE TENDER OFFER

The purpose of the Tender Offer is to acquire all of the outstanding Notes. The total amount of funds required to purchase all of the outstanding Notes pursuant to the Tender Offer is approximately \$867 million plus accrued and unpaid interest on such principal amount of Notes, assuming all outstanding Notes are validly tendered (and not validly withdrawn) and accepted

for purchase. We intend to obtain these funds from the Financing Transaction and cash on hand and available liquidity. See “Conditions to Consummation of the Tender Offer.”

We are not, and the Dealer Manager is not, making any recommendation to Holders as to whether to tender or refrain from tendering all or any portion of Notes. You must decide whether to tender Notes, and if tendering, the amount of Notes to tender. You are urged to review carefully all of the information contained in this Offer to Purchase before making a decision as to whether to tender Notes.

DESCRIPTION OF THE FINANCING TRANSACTION

In order to satisfy the Financing Condition, we intend to complete a capital markets transaction (the “*Financing Transaction*”) on terms satisfactory to us, so that we will, together with cash on hand and available liquidity, have sufficient funds to (i) pay the Consideration for all tendered Notes and accrued interest thereon, and (ii) pay fees and expenses in connection with the foregoing. The terms of any capital markets transactions will be determined by market conditions and other factors at the time of any such transactions. This Offer to Purchase is not an offer to sell or the solicitation of an offer to buy any securities sold in the Financing Transaction.

We cannot assure you that we will complete the Financing Transaction, including the proposed offering of debt for which we commenced marketing on the date of this Offer to Purchase. Consummation of the Tender Offer is expressly contingent upon, among other things, our obtaining financing on terms satisfactory to us. See “Conditions to Consummation of the Tender Offer.”

PROCEDURES FOR TENDERING NOTES

In order to participate in the Tender Offer, you must validly tender your Notes to the Depositary and Information Agent as described below. It is your responsibility to validly tender your Notes. We have the right to waive any defects. However, we are not required to waive defects and are not required to notify you of defects in your tender.

If you need help in tendering your Notes, please contact the Depositary and Information Agent, whose address and telephone numbers are listed on the back cover page of this Offer to Purchase.

All of the Notes were issued in book-entry form, and all of the Notes are currently represented by one or more global certificates registered in the name of a nominee of DTC. We have confirmed with DTC that the Notes may be tendered using the ATOP procedures instituted by DTC. DTC participants may electronically transmit their acceptance of the Tender Offer by causing DTC to transfer their outstanding Notes to the Depositary and Information Agent using the ATOP procedures. In connection with each book-entry transfer of Notes to the Depositary and Information Agent, DTC will send an “agent’s message” to the Depositary and Information Agent, which, in turn, will confirm its receipt of the book-entry transfer (a “*Book-Entry Confirmation*”). The term “agent’s message” means a message transmitted by DTC to, and received by, the Depositary and Information Agent and forming a part of the Book-Entry Confirmation, stating that DTC has received an express acknowledgement from the participant in DTC tendering Notes that such participant has received and agrees to be bound by the terms of

this Offer to Purchase and the Letter of Transmittal and that the Company may enforce such agreement against the participant.

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

If you hold your Notes through Clearstream Banking, société anonyme or Euroclear Bank SA/NV, as operator of the Euroclear System, you must also comply with the applicable procedures of Clearstream or Euroclear, as applicable, in connection with a tender of Notes. Both Clearstream and Euroclear are indirect participants in the DTC system.

You must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC to tender your Notes.

We will not be required to pay for Notes tendered pursuant to the Tender Offer unless those Notes are validly tendered and accepted by us for purchase. Similarly, we will be able to retain Notes that have been tendered if you do not validly comply with the procedures to withdraw the Notes. We will have the right to decide whether a tender or withdrawal was made validly and our decision will be final. You should note the following with respect to the Tender Offer:

- If we determine you have not validly tendered your Notes, or have not validly complied with the procedures to withdraw Notes previously tendered, you will have to correct the problem in the time period we determine.
- Neither we nor the Depositary and Information Agent is under any obligation to advise you of any defect in your tender or withdrawal.
- We have the right, in our sole discretion, to waive any defect in the tender or withdrawal of Notes, and we may waive a defect with respect to one Holder and not another.

If we determine you have not validly tendered your Notes and we determine not to waive such defective tender, they will be returned to you at our expense via a credit to the appropriate DTC account promptly following the Expiration Time or the termination of the Tender Offer.

Guaranteed Delivery

If a Holder desires to tender Notes pursuant to the Tender Offer and such Holder cannot complete the procedures for book-entry transfer at or prior to the Expiration Time, such Holder may effect a tender of Notes if all of the following are complied with:

- such tender is made by or through a firm that is a member of a registered national securities exchange or the Financial Industry Regulatory Authority, Inc. or is a commercial bank or trust company having an office in the United States (each, an “*Eligible Institution*”);

- at or prior to the Expiration Time, the Depositary and Information Agent has received from such Eligible Institution, at the address of the Depositary and Information Agent set forth on the last page of this Offer to Purchase, a physical or electronic copy of a properly completed and duly executed Notice of Guaranteed Delivery (by manually signed facsimile transmission, email, mail or hand delivery) in substantially the form provided by the Company setting forth the name and address of the DTC participant tendering Notes on behalf of the Holder(s) and the principal amount of Notes being tendered, and representing that the Holder(s) own such Notes, and the tender is being made thereby and guaranteeing that, no later than the Guaranteed Delivery Time (which will be 5:00 p.m., New York City time, on August 11, 2020, unless extended), 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," will be deposited by such Eligible Institution with the Depositary and Information Agent; and
- all other required documents are received by the Depositary and Information Agent no later than the Guaranteed Delivery Time (which will be 5:00 p.m., New York City time, on August 11, 2020, unless extended).

A guaranteed delivery may only be submitted with regard to principal amounts equal to minimum denominations as described under "Acceptance Of Outstanding Notes For Purchase; Payment For Notes."

Guaranteed deliveries will be required to be provided by no later than the Guaranteed Delivery Time (which will be 5:00 p.m., New York City time, on August 11, 2020, unless extended).

It is anticipated that the Guaranteed Delivery Settlement Date for the Notes that are accepted by the Company for purchase and delivered pursuant to the Guaranteed Delivery Procedures will be August 12, 2020, the third business day after the Expiration Time.

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.

FOR THE AVOIDANCE OF DOUBT, THE DELIVERY OF NOTES TENDERED BY GUARANTEED DELIVERY PROCEDURES MUST BE MADE NO LATER THAN THE GUARANTEED DELIVERY DATE (WHICH WILL BE 5:00 P.M., NEW YORK CITY TIME, ON AUGUST 11, 2020, UNLESS EXTENDED); PROVIDED, THAT ACCRUED INTEREST WILL CEASE TO ACCRUE ON THE SETTLEMENT DATE FOR ALL NOTES ACCEPTED IN THE OFFER, INCLUDING THOSE TENDERED BY THE GUARANTEED DELIVERY PROCEDURES DESCRIBED ABOVE, AND UNDER NO CIRCUMSTANCES WILL

ADDITIONAL INTEREST ON THE CONSIDERATION BE PAID BY THE COMPANY AFTER THE SETTLEMENT DATE, INCLUDING BY REASON OF ANY DELAY ON THE PART OF THE GUARANTEED DELIVERY PROCEDURES.

ACCEPTANCE OF OUTSTANDING NOTES FOR PURCHASE; PAYMENT FOR NOTES

If the conditions to the Tender Offer are satisfied, or if we waive all of the conditions that have not been satisfied, we will accept, after the Expiration Time, all Notes that have been validly tendered (or defectively tendered if we waive such defect) pursuant to the Tender Offer, and have not been validly withdrawn. We will accept the Notes for purchase by notifying the Depositary and Information Agent of our acceptance. The notice may be oral if we promptly confirm it in writing.

Notes may be tendered only in principal amounts equal to 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 principal amount.

If any tendered Notes are not accepted for purchase for any reason pursuant to the terms and conditions of the Tender Offer, such Notes will be returned to the tendering Holder via a credit to an account maintained at DTC, designated by the DTC participant who so delivered such Notes to the Depositary and Information Agent, promptly following the Expiration Time or the earlier termination of the Tender Offer.

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 to, but not including, the Settlement Date. We will not be responsible for any mistakes or delays made by DTC or its participants in distributing the Consideration or the accrued interest on the Notes to the persons entitled to them, and no additional interest will be payable because of any such mistake or delay.

We intend to accept for purchase promptly following the Expiration Time any and all Notes validly tendered (and not validly withdrawn) pursuant to the Tender Offer at or prior to the Expiration Time. For Holders tendering pursuant to the Guaranteed Delivery Procedures, we intend to accept for purchase promptly following the Guaranteed Delivery Time any and all other Notes validly tendered (and not validly withdrawn) pursuant to the Tender Offer at or prior to the Guaranteed Delivery Time. However, if the conditions to the consummation of the Tender Offer are not satisfied, we have the right to retain such Notes without accepting them or without paying for them until the conditions are satisfied. If we cause the Depositary and Information Agent to hold such Notes, we must comply with Rule 14e-1 under the Exchange Act, which requires us to pay for all tendered Notes or return the Notes promptly after termination or withdrawal of the Tender Offer.

We reserve the right to transfer or assign, in whole at any time or in part from time to time, to one or more of our affiliates, the right to purchase any Notes tendered pursuant to the Tender Offer, but any such transfer or assignment will not relieve us of our obligations under the Tender Offer or prejudice the rights of tendering Holders to receive the Consideration pursuant to the Tender Offer.

Tendering Holders of Notes purchased in the Tender Offer will not be obligated to pay brokerage commissions or fees to the Dealer Manager, the Depositary and Information Agent or the Company or, except as indicated in the instructions to the Letter of Transmittal, to pay transfer taxes with respect to the purchase of their Notes; however, such Holders may be obligated to pay commissions to their own brokers or other agents. Notwithstanding anything herein to the contrary, the payments to Holders will be made net of any withholding tax or backup withholding that is required to be imposed pursuant to applicable law. See “Certain United States Federal Income Tax Considerations.”

WITHDRAWAL OF TENDERS

You may withdraw Notes that you have tendered for purchase at any time before the Withdrawal Time but not thereafter, except in certain limited circumstances where additional withdrawal rights are required by law. If the Tender Offer is extended, tendered Notes may be withdrawn at any time (i) at or prior to the earlier of (a) the extended expiration date of the Tender Offer and (b) the 10th business day after commencement of the Tender Offer and (ii) after the 60th business day after commencement of the Tender Offer if for any reason the Tender Offer has not been consummated within 60 days after commencement.

For a withdrawal of a tender of Notes to be effective, a notice of withdrawal in the form of a “Request Message” transmitted through ATOP must be received by the Depositary and Information Agent at or prior to the Withdrawal Time. Any such notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn Notes and otherwise comply with the ATOP procedures. Any Notes validly withdrawn will be deemed to be not validly tendered for purposes of the Tender Offer.

If you withdraw Notes, you will have the right to re-tender them at or prior to the Expiration Time in accordance with the procedures described above for tendering outstanding Notes.

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 Dealer Manager, the Depositary and Information Agent, 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.

CONDITIONS TO CONSUMMATION OF THE TENDER OFFER

Notwithstanding any other provision of this Offer to Purchase, our obligation to accept for purchase, and to pay for, any Notes validly tendered (and not validly withdrawn) pursuant to

the Tender Offer is conditioned upon the following having occurred, having been satisfied or having been waived by us:

(i) we shall have available funds, including gross proceeds of at least \$850 million from the Financing Transaction (see “Description of the Financing Transaction”), sufficient to (a) pay the Consideration with respect to all Notes (regardless of the amount of Notes tendered pursuant to the Tender Offer) on terms and conditions acceptable to us, in our sole discretion, and (b) pay fees and expenses in connection with the foregoing (collectively, the “*Financing Condition*”); and

(ii) the following shall not have occurred, or if we have become aware of any of the following or if any of the following exists on the date of this Offer to Purchase, we shall not have become aware of a material worsening thereof (the “*General Conditions*”):

- (a)(1) any general suspension of, shortening of hours for or limitation on prices for, trading in securities in the United States securities or financial markets (whether or not mandatory), (2) a material impairment in the trading markets for any of the Notes or securities generally, (3) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States (whether or not mandatory), (4) any limitation (whether or not mandatory) by any governmental authority on, or other event having a reasonable likelihood of affecting, the extension of credit by banks or other lending institutions in the United States, (5) any attack on, or outbreak or escalation of hostilities or acts of terrorism directly or indirectly involving, the United States, (6) any significant adverse change in the United States securities or financial markets generally or in the case of any of the foregoing existing on the date hereof, a material acceleration or worsening thereof, or (7) any other change or development, including a prospective change or development, in general economic, financial, monetary or market conditions that, in the sole judgment of the Company, has or may have a material adverse effect on the market price or trading of any of the Notes or upon the value of any of the Notes to the Company;
- (b) any instituted, threatened or pending legal or administrative proceeding or investigation that could, in our reasonable judgment, adversely affect our ability to close the Tender Offer;
- (c) any event that, in our reasonable judgment, adversely affects our business or our ability to consummate the Tender Offer or to realize the contemplated benefits from the Tender Offer;
- (d) the enactment of any law, rule or court order that prohibits or delays the Tender Offer or that places material restrictions on the Tender Offer;
- (e) the Trustee under the Indenture objects to the terms of the Tender Offer, or the Trustee takes any other action that could, in our sole

judgment, adversely affect the consummation of the Tender Offer; or

- (f) any material change in the trading price of the Notes or the market for the Notes.

The foregoing conditions are for our sole benefit and may be asserted by us, in our sole discretion, regardless of the circumstances giving rise to any such condition (including any action or inaction on our part). We will have the right (but not the obligation) to waive any of the preceding conditions and to consummate the Tender Offer. Neither you nor any other person who tenders Notes for purchase will have the ability to prevent us from waiving a condition or will have the ability to withdraw Notes tendered if we waive any of the foregoing conditions. We also have the right to determine whether or not any of the conditions were satisfied and to terminate or extend the Tender Offer if any condition of the Tender Offer is not satisfied. Our decision as to whether or not a condition was satisfied will be final and binding, and you will have no right to disagree with our conclusions.

Notwithstanding any other provisions of the Tender Offer, we have the right, in our sole discretion, to terminate the Tender Offer at any time and for any reason. In such event, we will provide notice by public announcement.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following is a general summary of certain U.S. federal income tax considerations of the Tender Offer that may be relevant to beneficial owners of the Notes. This summary is based on the Internal Revenue Code of 1986, as amended (the “*Code*”), Treasury regulations promulgated thereunder, administrative rulings and court decisions, all as in effect as of the date hereof and all of which are subject to differing interpretations and/or change at any time (possibly with retroactive effect). The Company has not and will not seek any ruling from the Internal Revenue Service (the “*IRS*”) or an opinion of counsel regarding the matters described below. We cannot assure you that the IRS will not challenge one or more of the tax consequences described in this discussion. Holders should seek advice based on their particular circumstances from their own tax advisors.

This summary assumes that the Notes are held as capital assets within the meaning of Section 1221 of the Code (generally, property held for investment). This summary is not a complete description of all the U.S. federal income tax consequences of the Tender Offer and, in particular, may not address U.S. federal income tax considerations applicable to persons subject to special treatment under U.S. federal income tax law (including, for example, banks or other financial institutions, dealers in securities or currencies, traders in securities that elect to use a mark-to-market method of accounting for their securities holdings, U.S. expatriates, persons who hold their Notes as part of a hedge, straddle or conversion transaction, insurance companies, regulated investment companies, real estate investment trusts, entities treated as partnerships (or other pass-through entities) for U.S. federal income tax purposes (or investors in such entities), U.S. Holders (as defined below) whose “functional currency” is not the U.S. dollar, persons subject to the alternative minimum tax, U.S. Holders that hold notes through non-U.S. brokers or other non-U.S. intermediaries, persons required to accelerate the recognition of any item of gross income as a result of such income being recognized on an “applicable financial statement” (as

defined in Section 451 of the Code), controlled foreign corporations, passive foreign investment companies, tax-exempt entities or holders of Notes who participate in the Tender Offer and also purchase notes in the concurrent senior notes offering). In addition, this summary does not discuss the Medicare tax on net investment income or any aspect of state, local or foreign tax law that may be applicable to any Holder of Notes, or any U.S. federal tax considerations other than U.S. federal income tax considerations (such as estate or gift tax considerations).

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds Notes, the tax treatment of a partner of the partnership generally will depend upon the status of the partner and the activities of the partnership. If you are a partner of a partnership holding Notes, you should consult your own tax advisor about the U.S. federal income tax consequences of the Tender Offer.

INVESTORS CONSIDERING TENDERING NOTES PURSUANT TO THE TENDER OFFER SHOULD CONSULT THEIR OWN TAX ADVISORS WITH REGARD TO THE PARTICULAR CONSEQUENCES TO THEM OF THE SALE OF NOTES PURSUANT TO THE TENDER OFFER, INCLUDING THE APPLICATION AND EFFECT OF ANY U.S. FEDERAL, STATE, LOCAL AND NON-U.S. TAX LAWS AND TAX TREATIES.

Consequences to Tendering U.S. Holders

As used herein, “U.S. Holder” is a beneficial owner of Notes that is, for U.S. federal income tax purposes:

- an individual who is a U.S. citizen or U.S. resident alien;
- a corporation, or entity taxable as a corporation, that is organized under the laws of the United States, any state thereof or the District of Columbia;
- an estate whose income is subject to U.S. federal income taxation regardless of its source; or
- a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons (as defined in the Code) have the authority to control all substantial decisions of the trust, or that has a valid election in effect under applicable U.S. Treasury regulations to be treated as a United States person.

Tender of Notes Pursuant to the Tender Offer

The receipt of cash for Notes pursuant to the Tender Offer will be a taxable transaction for U.S. federal income tax purposes. A U.S. Holder who receives cash for a Note pursuant to the Tender Offer will recognize gain or loss, if any, for U.S. federal income tax purposes equal to the difference between the consideration received in exchange for the Note tendered (less any amounts attributable to accrued but unpaid interest, which will be taxable as ordinary income if such interest has not previously been included in income, even if the U.S. Holder otherwise recognizes an overall loss in connection with the sale of the Notes as a result of the Tender Offer), and such U.S. Holder’s adjusted tax basis in such Note. A U.S. Holder’s adjusted tax

basis in a Note is generally equal to the price such U.S. Holder paid for the Note increased by any market discount previously included in income by such U.S. Holder with respect to the Note and reduced (but not below zero) by any amortizable bond premium previously amortized with respect to such Note. Except as provided below with respect to market discount, any gain or loss recognized on a tender of a Note will generally be capital gain or loss and will be long-term capital gain or loss if the U.S. Holder's holding period in the Note for U.S. federal income tax purposes is more than one year. Long-term capital gains recognized by non-corporate U.S. Holders are generally eligible for reduced rates of taxation. The deductibility of capital losses may be subject to limitation.

Gain recognized by a tendering U.S. Holder will be treated as ordinary income to the extent of any market discount on the Notes that has accrued during the period that the tendering U.S. Holder held the Notes and that has not previously been included in income by the U.S. Holder (pursuant to an election to include market discount in income as it accrues). A Note generally will be considered to have been acquired with market discount if the initial tax basis of the Note in the hands of the U.S. Holder was less than the stated principal amount of the Note by at least a specified de minimis amount. Market discount accrues on a ratable basis, unless the U.S. Holder elects to accrue the market discount using a constant-yield method. U.S. Holders should consult their own tax advisors regarding the possible application of the market discount rules to a sale of their Note pursuant to the Tender Offer.

Consequences to Tendering Non-U.S. Holders

As used herein, a "Non-U.S. Holder" is any beneficial owner of Notes that is, for U.S. federal income tax purposes, an individual, corporation, estate or trust that is not a U.S. Holder.

Tender of Notes Pursuant to the Tender Offer

Subject to the discussion of amounts attributable to accrued but unpaid interest and the discussion of information reporting and backup withholding below, any gain recognized by a Non-U.S. Holder on the sale of a Note generally will not be subject to U.S. federal income or withholding tax, unless:

- such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business within the United States (and, if required by an applicable income tax treaty, is attributable to a permanent establishment maintained by the Non-U.S. Holder in the United States), in which case the Non-U.S. Holder would be taxed on the gain in the manner described below; or
- the Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of disposition and certain other conditions are satisfied, in which case the Non-U.S. Holder would be subject to a flat 30% U.S. federal tax (or lower applicable income tax treaty rate) on the gain, which may be offset by certain U.S. source capital losses.

Subject to the discussion of backup withholding below, amounts received pursuant to the Tender Offer that are attributable to accrued but unpaid interest on a Note by a Non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax; provided that:

- the Holder certifies its foreign status by providing a properly executed IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable;
- the Holder does not actually or constructively own 10% or more of our voting stock; and
- such interest is not effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States (and, if required by an applicable income tax treaty, is not attributable to a permanent establishment maintained by the Non-U.S. Holder in the United States).

If a Non-U.S. Holder cannot satisfy the requirements described above, amounts received pursuant to the Tender Offer that are attributable to accrued but unpaid interest will generally be subject to a 30% U.S. federal withholding tax, unless the Non-U.S. Holder provides a properly executed (i) IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, claiming an exemption from, or reduction in, U.S. federal withholding tax under the benefit of an applicable income tax treaty or (ii) IRS Form W-8ECI stating that such accrued interest is not subject to U.S. federal withholding tax because it is effectively connected with the Non-U.S. Holder's conduct of a trade or business in the United States.

Any gain or amounts attributable to accrued but unpaid interest on the Notes that are effectively connected with the conduct by a Non-U.S. Holder of a trade or business within the United States will generally be subject to U.S. federal income tax on a net income basis in the same manner as if the Non-U.S. Holder were a U.S. Holder, unless an applicable income tax treaty provides otherwise. Corporate Non-U.S. Holders may also be subject to a 30% branch profits tax (or a lower applicable income tax treaty rate) on such Non-U.S. Holder's effectively connected earnings and profits, subject to adjustments, attributable to such gain or interest.

Non-U.S. Holders should consult their own tax advisors regarding the availability of a refund of any U.S. federal withholding tax, any applicable income tax treaties which may provide for an exemption from or reduction of U.S. federal withholding tax or branch profits tax, or other rules different from those described above.

Information Reporting and Backup Withholding

Information reporting requirements will generally apply and U.S. federal backup withholding may apply to payments received with respect to Notes tendered in the Tender Offer. In order to avoid backup withholding, U.S. federal income tax law requires that each tendering U.S. Holder must provide the applicable withholding agent with the IRS Form W-9 that is being provided with each Letter of Transmittal, which includes such U.S. Holder's correct taxpayer identification number ("TIN") which, in the case of an individual is generally his or her social security number, and certain other information, or otherwise establish a basis for exemption from backup withholding. Exempt Holders (including, among others, all corporations) are not subject to these backup withholding and information reporting requirements.

If the applicable withholding agent is not provided with the correct TIN or an adequate basis for exemption, a tendering U.S. Holder will be subject to backup withholding (currently at a rate of 24%) on such U.S. Holder's gross proceeds from the Tender Offer.

Each tendering Non-U.S. Holder must provide the applicable withholding agent with an appropriate, properly completed IRS Form W-8 (or successor form), certifying such Non-U.S. Holder's foreign status in order to establish an exemption from backup withholding.

Backup withholding is not an additional U.S. federal income tax. Rather, the U.S. federal income tax liability of persons subject to backup withholding will be offset by the amount withheld. If backup withholding results in an overpayment of U.S. federal income tax, a refund or credit may be obtained from the IRS; provided the required information is timely furnished.

Consequences to Non-Tendering Holders

A Holder whose Notes are not purchased by us pursuant to the Tender Offer should not have any U.S. federal income tax consequences as a result of the consummation of the Tender Offer.

THE FOREGOING DISCUSSION IS NOT INTENDED TO BE A COMPLETE ANALYSIS OR DESCRIPTION OF ALL POTENTIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS AND OTHER TAX CONSIDERATIONS OF THE SALE OF NOTES PURSUANT TO THE TENDER OFFER. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE SPECIFIC TAX CONSEQUENCES OF THE TENDER OFFER TO THEM, INCLUDING TAX RETURN REPORTING REQUIREMENTS, THE APPLICABILITY AND THE EFFECT OF U.S. FEDERAL, STATE, LOCAL, FOREIGN AND OTHER APPLICABLE TAX LAWS AND THE EFFECT OF ANY PROPOSED CHANGES IN THE TAX LAWS.

COMPANIES THAT WILL ASSIST US IN MAKING THE TENDER OFFER

Dealer Manager

We have engaged BofA Securities, Inc. to act as the Dealer Manager in connection with the Tender Offer. In this capacity, BofA Securities, Inc. may contact Holders or beneficial owners of the Notes regarding the Tender Offer and may ask brokers, dealers, commercial banks and others to mail this document and other materials to beneficial owners of the Notes.

At any given time, the Dealer Manager or an affiliate of the Dealer Manager may trade the Notes or any other securities of ours for its own account, or for the accounts of its customers, and accordingly, may hold a long or short position in the Notes or those other securities. To the extent the Dealer Manager or an affiliate of the Dealer Manager owns Notes, it may tender such Notes pursuant to the Tender Offer. The Dealer Manager is not obligated to make a market in the Notes.

We have agreed to pay the Dealer Manager a customary fee for its services in connection with the Tender Offer and to reimburse the reasonable expenses that the Dealer Manager may incur as Dealer Manager. We have also agreed to indemnify the Dealer Manager and its affiliates for liabilities they may incur as a result of the Dealer Manager acting as Dealer Manager, including liabilities to which they may be subject under securities laws.

The Dealer Manager is expected to be an underwriter of the debt we intend to issue in the Financing Transaction, and an affiliate of the Dealer Manager is one of the lenders under our existing senior credit agreement. The Dealer Manager and its affiliates have engaged in other transactions with, and from time to time have provided investment or commercial banking, financial advisory and general financing services for, us in the ordinary course of their respective businesses, for which they have received customary fees, commissions and reimbursements of expenses. The Dealer Manager and its affiliates may also engage in transactions or perform such services for us in the future.

Any Holder that has questions concerning the terms of the Tender Offer may contact the Dealer Manager at the address and telephone numbers set forth on the back cover of this Offer to Purchase.

Depository and Information Agent

We have retained D.F. King & Co., Inc. as the Depository and Information Agent for the Tender Offer. We will pay the Depository and Information Agent customary fees for its services and reimburse the Depository and Information Agent for its reasonable expenses. We have also agreed to indemnify the Depository and Information Agent for liabilities it may incur in its capacity as such.

Miscellaneous

In connection with the Tender Offer, our directors and officers may solicit tenders by use of the mails, personally or by telephone, facsimile, electronic communication or other similar methods. These directors and officers will not be specifically compensated for these services.

We will pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this Offer to Purchase and related documents to the beneficial owners of the Notes and in handling or forwarding tenders of Notes by their customers.

The Tender Offer is being made to all Holders. The Company is not aware of any jurisdiction in which the Tender Offer is not in compliance with applicable law. If the Company becomes aware of any jurisdiction in which the Tender Offer would not be in compliance with applicable law, the Company will make a good faith effort to comply with any such law. If, after such good faith effort, the Company cannot comply with any such law, the Tender Offer will not be made to (nor will tenders of Notes be accepted from or on behalf of) the owners of Notes residing in such jurisdiction.

Exhibit A

NOTICE OF GUARANTEED DELIVERY

Service Corporation International

**Pursuant to the Offer to Purchase for Cash Any and All of Its
Outstanding 5.375% Senior Notes due 2024
(CUSIP No. 817565 CB8 / ISIN No. US817565CB82)**

The Tender Offer (as defined below) will expire at 5:00 p.m., New York City time, on August 7, 2020, unless extended by us in our sole discretion (such time and date, as the same may be extended, the “*Expiration Time*”). In order to receive the Consideration for your Notes, you must (i) validly tender (and not validly withdraw) your Notes at or prior to the Expiration Time or (ii) comply with the Guaranteed Delivery Procedures described in the Offer to Purchase (as defined below). The Tender Offer is subject to certain conditions, including the Financing Condition, described under “Conditions to Consummation of the Tender Offer” in the Offer to Purchase.

As set forth in the Offer to Purchase, dated August 3, 2020 (as amended or supplemented from time to time, the “*Offer to Purchase*”), issued by Service Corporation International, a Texas corporation (“*we*,” “*us*,” “*our*” or the “*Company*”), under the caption “Procedures for Tendering Notes—Guaranteed Delivery,” and in the related Letter of Transmittal (as amended or supplemented from time to time, the “*Letter of Transmittal*”), this Notice of Guaranteed Delivery (as amended or supplemented from time to time, the “*Notice of Guaranteed Delivery*”), or one substantially in the form hereof, must be used to tender any of the Notes pursuant to the Tender Offer if (i) time will not permit a Holder’s required documents to reach D.F. King & Co., Inc. (the “*Depository and Information Agent*”) at or prior to or at the Expiration Time or (ii) a Holder cannot complete the procedures for book-entry transfer at or prior to or at the Expiration Time. To comply with the Guaranteed Delivery Procedures, you must: (i) properly complete and duly execute this Notice of Guaranteed Delivery substantially in the form provided to you by the Company; (ii) arrange for the Depository and Information Agent to receive the Notice of Guaranteed Delivery at or prior to or at the Expiration Time; and (iii) ensure that The Depository Trust Company (“*DTC*”) receives a properly transmitted “agent’s message” (as defined in the Offer to Purchase), together with confirmation of book-entry transfer of the Notes tendered, in each case no later than the Guaranteed Delivery Time (which date and time will be 5:00 p.m., New York City time, on August 11, 2020, unless extended), all as provided in the Offer to Purchase. See “Procedures for Tendering Notes—Guaranteed Delivery” in the Offer to Purchase. Capitalized terms used but not defined herein have the respective meanings assigned to them in the Offer to Purchase. The offer to purchase the Notes is referred to herein as the “*Tender Offer*.”

This Notice of Guaranteed Delivery may be delivered by hand or mail or transmitted by email or facsimile transmission to the Depository and Information Agent as set forth below, but in any case it must be delivered to the Depository and Information Agent in physical or electronic form at or prior to the Expiration Time.

The Depositary and Information Agent for the Tender Offer is:

D.F. King & Co., Inc.
48 Wall Street, 22nd Floor
New York, New York 10005
Banks and Brokers call: (212) 269-5550
Toll-free: (800) 820-2415

By Mail, by Overnight Courier, or by Hand:
48 Wall Street, 22nd Floor
New York, New York 10006
Attn: Andrew Beck

By Facsimile Transmission:
(for Eligible Institutions only)
(212) 709-3328

For Confirmation: (212) 269-5552

Email: sci@dfking.com

Website: www.dfking.com/sci

Delivery of this Notice of Guaranteed Delivery to an address, or transmission of instructions via email or facsimile transmission, other than as set forth above will not constitute a valid delivery.

This form is not to be used to guarantee signatures.

Ladies and Gentlemen:

Upon the terms and subject to the conditions of the Tender Offer set forth herein and in the Offer to Purchase and the Letter of Transmittal, the undersigned hereby tenders to the Company the principal amount of Notes indicated herein, pursuant to the guaranteed delivery procedures described herein and in the Offer to Purchase under the caption “Procedures for Tendering Notes—Guaranteed Delivery” and in the Letter of Transmittal. The undersigned hereby represents and warrants that the undersigned has full power and authority to tender such Notes.

The undersigned understands that the Notes may be tendered and accepted for purchase only in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. The undersigned understands that if less than the entire principal amount of any Notes held by such Holder is tendered, the tendering Holder must specify the principal amount tendered in the agent’s message. The undersigned understands that if the entire principal amount of the Notes held by such Holder is not tendered or not accepted for purchase, the principal amount of such Notes not tendered or not accepted for purchase will be returned by credit to the account at DTC designated in the agent’s message, unless otherwise requested by such Holder.

The undersigned understands that tenders of any of the Notes pursuant to the Tender Offer may not be withdrawn after the Withdrawal Time (except as described in the Offer to Purchase). If the Tender Offer is terminated or withdrawn, the Notes tendered pursuant to the Tender Offer will be

promptly credited to the account maintained at DTC or otherwise returned without cost to the tendering Holders.

The undersigned understands that payment by the Depositary and Information Agent for Notes tendered and accepted for purchase pursuant to the Tender Offer will be made only after receipt by the Depositary and Information Agent, no later than the Guaranteed Delivery Time (which date and time will be 5:00 p.m., New York City time, on August 11, 2020, unless extended), of a properly transmitted agent's message, together with confirmation of book-entry transfer of such Notes. For the avoidance of doubt, the delivery of Notes tendered by guaranteed delivery (as described in the Offer to Purchase) must be made no later than the Guaranteed Delivery Time (which date and time will be 5:00 p.m., New York City time, on August 11, 2020, unless extended).

The Eligible Institution (as defined herein) that completes this Notice of Guaranteed Delivery must deliver a physical or electronic copy of this Notice of Guaranteed Delivery to the Depositary and Information Agent and must deliver the agent's message, together with confirmation of book-entry transfer of the Notes tendered, to the Depositary and Information Agent within the time period stated above. **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 DTC's Automated Tender Offer Program ("*ATOP*") pursuant to the Guaranteed Delivery Procedures (as described in the Offer to Purchase), 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 at or prior to the Guaranteed Delivery Settlement Date, only comply with *ATOP*'s procedures applicable to guaranteed delivery.

All authority herein conferred or agreed to be conferred by this Notice of Guaranteed Delivery shall survive the death or incapacity of the undersigned and every obligation of the undersigned under this Notice of Guaranteed Delivery shall be binding on the heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives of the undersigned.

PLEASE SIGN AND COMPLETE

This Notice of Guaranteed Delivery must be signed by the DTC participant ("*Participant*") tendering Notes on behalf of the Holder(s) of such Notes exactly as such Participant's name appears on a security position listing as the owner of such Notes. If the signature appearing below is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her name, address and capacity as indicated below and submit evidence satisfactory to the Company of such person's authority so to act.

Aggregate Principal Amount of Notes Tendered:		Name of Participant:	
Account Number:			
Transaction Code Number: _____		Address of Participant including Zip Code:	
Date: _____			
The Participant holds the Notes tendered through DTC on behalf of the following (" <i>Beneficiary</i> "):		Area Code and Tel. No.: _____	
		Name(s) of Authorized Signatory: _____	
Name and Tel. No. of Contact (if known) at the Beneficiary:			
		Capacity: _____	
		Address of Authorized Signatory: _____	
		Area Code and Tel. No.: _____	
		Signature(s) of Authorized Signatory: _____	
		Date: _____	

GUARANTEE
(Not to be used for signature guarantee)

The undersigned, a firm that is a member of a registered national securities exchange or of the Financial Industry Regulatory Authority, Inc., a commercial bank or trust company having an office or correspondent in the United States or an “eligible guarantor institution” within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (each of the foregoing being referred to herein as an “*Eligible Institution*”) hereby (i) represents that each Holder on whose behalf this tender is being made “own(s)” the Notes tendered hereby within the meaning of Rule 14e-4 under the Securities Exchange Act of 1934, as amended, (ii) represents that such tender of Notes is being made by the guaranteed delivery procedures set forth herein and in the Offer to Purchase and the Letter of Transmittal and (iii) guarantees that, no later than the Guaranteed Delivery Time, a properly transmitted agent’s message, together with confirmation of book-entry transfer of such Notes, will be deposited by such Eligible Institution with the Depositary and Information Agent.

The Eligible Institution that completes this form acknowledges that it must deliver a physical or electronic copy of the Notice of Guaranteed Delivery to the Depositary and Information Agent and must deliver the agent’s message, together with confirmation of book-entry transfer of the Notes tendered, to the Depositary and Information Agent, within the time period specified herein. **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.**

Name of Firm: _____	
Address: _____	(Authorized Signature)
(including Zip Code)	Name: _____
Area Code and Tel. No.: _____	Title: _____
	Date: _____

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

The Dealer Manager for the Tender Offer is:

BofA Securities

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

Email: debt_advisory@bofa.com

Collect: (980) 387-5602

Any questions regarding the terms of the Tender Offer may be directed to the Dealer Manager. 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. Beneficial owners of Notes may also contact their brokers, dealers, commercial banks or trust companies for assistance concerning the Tender Offer.