UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): May 21, 2019

Service Corporation International
(Exact Name of Registrant as Specified in Charter)

Texas	1-6402-1	74-1488375
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

1929 Allen Parkway
Houston Texas
77019
(Address of Principal Executive Offices, and Zip Code)

(713) 522-5141
Registrant's Telephone Number, Including Area Code

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communication pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communication pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☐

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock ($1 par value)	**SCI**	**New York Stock Exchange**

Item 1.01 Entry into a Material Definitive Agreement

On May 21, 2019, Service Corporation International (the "Company") issued $750 million aggregate principal amount of 5.125% Senior Notes due 2029 (the "Notes"), pursuant to the indenture dated as of February 1, 1993 between the Company and The Bank of New York Mellon Trust Company, N.A., as successor to The Bank of New York, as trustee (the "Indenture"), as supplemented by the Fifteenth Supplemental Indenture dated as of May 21, 2019 between the Company, The Bank of New York Mellon Trust Company, N.A., as original trustee and BOKF, NA, as series trustee (the "Fifteenth Supplemental Indenture"). The Company will use net proceeds from the offering, together with cash on hand, to repurchase its $425 million aggregate principal amount of 5.375% Senior Notes due 2022 pursuant to the Company's previously announced tender offer and consent solicitation, repay outstanding borrowings under its revolving credit facility, and pay related fees and expenses.

On May 21, 2019, the Company exercised its early settlement option for the previously announced tender off and consent solicitation (the "Tender Offer"). As of 5:00 p.m., New York City time, on May 20, 2019, the Company had received tenders for approximately $326 million in aggregate principal amount of its outstanding 5.375% Senior Notes due 2022 (the "Tender Notes").

As part of the tender offer, the Company solicited consents from the holders of the Tender Notes for authorization to eliminate certain of the restrictive covenants contained in the indenture governing the Tender Notes (the "Proposed Amendments"). Adoption of the Proposed Amendments to the indenture required consents from holders of at least a majority in aggregate principal amount outstanding of the Notes. The Company announced today that the requisite consents were received from holders of the Tender Notes in the consent solicitation and executed a Sixteenth Supplemental Indenture dated as of May 21, 2019, between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Sixteenth Supplemental Indenture") to implement the Proposed Amendments pursuant to the Offer to Purchase and Consent Solicitation Statement, dated May 7, 2019.

A copy of the Indenture, the Fifteenth Supplemental Indenture, the form of note representing the Notes, and the Sixteenth Supplemental Indenture are attached as Exhibit 4.1, 4.2, 4.3 and 4.4, respectively, and are incorporated herein by reference.

Item 8.01 Other Information

On May 21, 2019, the Company issued a press release announcing that it had completed the sale of the Notes and a press release announcing the early settlement of the Tender Offer. A copy of these press releases are attached as Exhibit 99.1 and 99.2, respectively, and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) The following exhibits are included with this report:

Exhibit No.	Description
4.1	Indenture dated as of February 1, 1993 between Service Corporation International and The Bank of New York Mellon Trust Company, N.A., as successor to The Bank of New York, as trustee (incorporated by reference to Exhibit 4.1 to Form S-4 filed September 2, 2004 (File No. 333-118763))
4.2	Fifteenth Supplemental Indenture dated as of May 21, 2019 between Service Corporation International, The Bank of New York Mellon Trust Company, N.A., as successor to The Bank of New York, as original trustee and BOKF, NA, as series trustee
4.3	Form of 5.125% Senior Notes due 2029 (included in Exhibit 4.2)
4.4	Sixteenth Supplemental Indenture dated as of May 21, 2019 between Service Corporation International and The Bank of New York Mellon Trust Company, N.A., as trustee
5.1	Opinion of Shearman & Sterling LLP
23.1	Consent of Shearman & Sterling LLP (included in Exhibit 5.1)
25.1	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of BOK, NA, as series trustee under the Fifteenth Supplemental Indenture dated as of May 21, 2019
99.1	Press Release dated May 21, 2019, in respect of the settlement of the Notes
99.2	Press Release dated May 21, 2019, in respect of the early settlement of the Tender Offer

Signature

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

May 21, 2019

By: /s/ Eric D. Tanzberger
Eric D. Tanzberger
Senior Vice President
Chief Financial Officer

Exhibit 4.2

SERVICE CORPORATION INTERNATIONAL
as Issuer

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
as Original Trustee

and

BOKF, NA
as Series Trustee

$750,000,000

5.125% SENIOR NOTES DUE 2029

FIFTEENTH SUPPLEMENTAL INDENTURE

Dated as of May 21, 2019

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FIFTEENTH SUPPLEMENTAL INDENTURE, dated as of May 21, 2019 (this "Supplemental Indenture"), among Service Corporation International, a Texas corporation (the "Issuer"), The Bank of New York Mellon Trust Company, N.A., a national banking association, as successor to The Bank of New York, as the original trustee (the "Original Trustee") and BOKF, NA, a national banking association, as the series trustee (the "Series Trustee").

W I T N E S S E T H:

WHEREAS, the Issuer has heretofore entered into a Senior Indenture, dated as of February 1, 1993 (the "Original Indenture"), with the Original Trustee, a First Supplemental Indenture, dated as of April 14, 2004, with the Original Trustee, a Second Supplemental Indenture, dated as of June 15, 2005, with the Original Trustee, a Third Supplemental Indenture, dated as of October 3, 2006, with the Original Trustee, a Fourth Supplemental Indenture, dated as of October 3, 2006, with the Original Trustee, a Fifth Supplemental Indenture, dated as of November 28, 2006, with the Original Trustee, a Sixth Supplemental Indenture, dated as of April 9, 2007, with the Original Trustee, a Seventh Supplemental Indenture, dated as of April 9, 2007, with the Original Trustee, an Eighth Supplemental Indenture, dated as of November 10, 2009, with the Original Trustee, a Ninth Supplemental Indenture, dated as of November 22, 2010, with the Original Trustee, a Tenth Supplemental Indenture, dated as of November 8, 2012, with the Original Trustee, an Eleventh Supplemental Indenture, dated as of July 1, 2013, with the Original Trustee, a Twelfth Supplemental Indenture, dated as of May 12, 2014, with the Original Trustee, a Thirteenth Supplemental Indenture, dated as of May 12, 2014, with the Original Trustee and a Fourteenth Supplemental Indenture, dated as of December 12, 2017 with the Original Trustee and the Series Trustee;

WHEREAS, the Original Indenture, as supplemented by this Supplemental Indenture, is herein called the "Indenture";

WHEREAS, under the Original Indenture, the form and terms of any new series of unsecured debentures, notes or other evidences of indebtedness (the "Securities") may at any time be established by a supplemental indenture executed by the Issuer and the Original Trustee;

WHEREAS, the Issuer proposes to create under the Indenture a new series of Securities;

WHEREAS, additional Securities of this series and other series hereafter established, except as may be limited in the Original Indenture as at the time supplemented and modified, may be issued from time to time pursuant to the Original Indenture as at the time supplemented and modified;

WHEREAS, the Issuer desires to appoint the Series Trustee to serve as the Trustee under the Indenture solely with respect to the Notes (as defined below);

WHEREAS, the Series Trustee is willing to accept such appointment with respect to the Notes;

WHEREAS, the amendments to the Original Indenture set forth in Article IX hereof with respect to the Notes do not require the consent of any existing Securityholder;

WHEREAS, the Issuer desires the Original Trustee to continue to serve as the Original Trustee under the Indenture for all purposes under the Original Indenture other than with respect to the Notes; and

WHEREAS, all actions necessary to authorize the execution and delivery of this Supplemental Indenture and to make it a valid and binding obligation of the Issuer have been done or performed;

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I
ESTABLISHMENT OF NEW SERIES

Section 1.01 Establishment of New Series.

(a) There is hereby established a new series of Securities to be issued under the Indenture, to be designated as the Issuer's 5.125% Senior Notes due 2029 (the "Notes").

(b) On the Issue Date (as defined below), the Series Trustee shall authenticate and deliver $750,000,000 of the Notes and, at any time and from time to time thereafter, the Series Trustee shall authenticate and deliver Additional Notes (as defined below) for original issue in accordance with Sections 2.3 and 2.4 of the Original Indenture in an aggregate principal amount specified in the applicable Issuer Order. Further, from time to time after the original issue date, Notes shall be authenticated and delivered upon registration of transfer of or in exchange for, or in lieu of other Notes as set forth in the Original Indenture.

(c) The Notes shall be issued initially in the form of one or more Global Securities in substantially the form set out in Exhibit A hereto. The Depositary with respect to the Notes shall be The Depository Trust Company.

(d) Each Note shall be dated the date of authentication thereof and shall bear interest as provided in the form of Note in Exhibit A hereto. The date on which principal is payable on the Notes shall be as provided in the form of Note in Exhibit A hereto.

(e) The record dates for the Notes and the manner of payment of principal and interest on the Notes shall be as provided in the form of Note in Exhibit A hereto. The Place of Payment shall be as designated in Section 3.2 of the Original Indenture.

(f) The terms of Section 10.1(C) of the Original Indenture shall be applicable to the Notes. If and to the extent that the provisions of the Original Indenture are duplicative of, or in contradiction with, the provisions of this Supplemental Indenture, the provisions of this Supplemental Indenture shall govern, but solely with respect to the Notes.

ARTICLE II
APPOINTMENT OF SERIES TRUSTEE

Section 2.01 Appointment of Series Trustee. Pursuant to the Indenture, the Issuer hereby appoints the Series Trustee as Trustee under the Indenture with respect to the Notes, and only with respect to the Notes, and vests in and confirms with the Series Trustee all rights, powers, trusts, privileges, duties and obligations of the Trustee under the Indenture with respect to the Notes. There shall continue to be vested in and confirmed with the Original Trustee all of its rights, powers, trusts, privileges, duties and obligations as Trustee under the Original Indenture with respect to all of the series of Securities as to which it has served and continues to serve as Trustee under the Original Indenture. With respect to the Notes, all references to the Trustee in the Original Indenture shall be understood to be references to the Series Trustee, unless the context requires otherwise.

Section 2.02 Appointment of Paying Agent and Registrar. The Issuer hereby appoints the Series Trustee as Paying Agent, Registrar and agent upon whom notices and demands may be served, in each case, with respect to the Notes.

Section 2.03 Corporate Trust Office. For any purposes relating to the Notes or the Series Trustee, references in the Original Indenture to the "Corporate Trust Office" shall be deemed to refer to the corporate trust office of the Series Trustee, which is located at 1401 McKinney, Suite 1000, Houston, TX 77010, Attention: Corporate Trust, or any other office of the Series Trustee at which, at any particular time, this Supplemental Indenture shall be administered.

Section 2.04 Series Trustee's Limitation of Liability. The parties hereto agree that this Supplemental Indenture does not constitute an assumption by the Series Trustee of any liability of the Original Trustee arising out of any breach, negligence or willful misconduct by the Original Trustee in the performance of any of its duties as Trustee under the Original Indenture or by any representative of the Original Trustee.

Section 2.05 Original Trustee's Limitation of Liability. The parties hereto agree that the Original Trustee shall not have any liability in connection with any acts or omissions taken or not taken by the Series Trustee in the performance or non-performance of any of its duties as Trustee under the Indenture with respect to the Notes or by any representative of the Series Trustee.

Section 2.06 Series Trustee's Indemnity. The Issuer agrees to indemnify the Series Trustee for, and to hold it harmless against, any loss, liability or expense (including the reasonable compensation and the expenses and disbursements of its agents and counsel) arising out of or in connection with the performance or non-performance by the Original Trustee of its duties under the Original Indenture, including the costs and expenses of defending itself against any claim or liability in connection therewith. This indemnification shall survive the termination of this Supplemental Indenture.

Section 2.07 Original Trustee's Indemnity. The Issuer agrees to indemnify the Original Trustee for, and to hold it harmless against, any loss, liability or expense (including the reasonable compensation and the expenses and disbursements of its agents and counsel) arising out of or in connection with this Supplemental Indenture, the performance or non-performance by the Series Trustee of its duties under the Indenture with respect to the Notes, including, without limitation, the costs and expenses of defending itself against any claim or liability in connection therewith. This indemnification shall survive the termination of the Indenture and resignation or removal of the Original Trustee.

ARTICLE III
THE ORIGINAL TRUSTEE

Section 3.01 Representations & Warranties. The Original Trustee hereby represents and warrants to the Series Trustee that:

(a) This Supplemental Indenture has been duly authorized, executed and delivered on behalf of the Original Trustee and constitutes its legal, valid and binding obligation.

(b) The Original Trustee has made, or will make, available to the Series Trustee, upon the Issuer's reasonable request therefor and at the Issuer's sole cost and expense, copies in its possession of documents not otherwise available from the Issuer and necessary for the administration of the Notes.

Section 3.02 Original Trustee's Acknowledgement. The Original Trustee hereby acknowledges that it will not serve as the Trustee under the Original Indenture with respect to the Notes; and the parties hereto expressly acknowledge and agree that the Original Trustee shall have no liabilities, duties or obligations of any kind (under the Indenture or otherwise) with respect to the Notes or the issuance thereof and that the Original Trustee shall have no responsibility or liability for the sufficiency or effectiveness of this Supplemental Indenture for any purpose.

Section 3.03 Duties Under Supplemental Indenture. The Original Trustee shall have no liabilities, duties or obligations under or in respect of this Supplemental Indenture, and no implied duties or obligations of any kind shall be read into this Supplemental Indenture on the part of the Original Trustee.

ARTICLE IV
THE ISSUER

Section 4.01 Representations and Warranties. The Issuer hereby represents and warrants to the Series Trustee and to the Original Trustee that:

(a) The Issuer is a corporation duly and validly organized and existing pursuant to the laws of the State of Texas.

(b) The Original Indenture was validly and lawfully executed and delivered by the Issuer, has not been amended or modified and is in full force and effect.

(c) No event has occurred and is continuing to occur which is, or after notice or lapse of time would become, an Event of Default under the Indenture.

(d) There is no action, suit or proceeding pending or, to the best of the Issuer's knowledge, threatened against the Issuer before any court or any governmental authority arising out of any action or omission by the Issuer under the Indenture.

(e) This Supplemental Indenture has been duly authorized, executed and delivered on behalf of the Issuer and constitutes its legal, valid and binding obligation.

(f) All conditions precedent relating to the appointment of the Series Trustee as a Trustee under the Indenture have been complied with by the Issuer.

Section 4.02 Deliverables. The Issuer shall execute and deliver such further instruments and shall do such other things as the Series Trustee may reasonably require so as to more fully and certainly vest in and confirm with the Series Trustee all rights, powers, duties and obligations hereby vested in the Series Trustee. Without limiting the generality of the foregoing, and for the avoidance of doubt, the Issuer hereby expressly agrees that all reports, Opinions of Counsel, Officer Certificates, compliance certificates and other documents required to be delivered from time to time pursuant to the terms of Sections 4.3, 8.4, 9.4, 10.1 and 11.5 of the Original Indenture shall be delivered and addressed to each of the Original Trustee (to the extent required under the Indenture) and the Series Trustee (for so long as the Notes remain Outstanding).

ARTICLE V
THE SERIES TRUSTEE

Section 5.01 Representations and Warranties. The Series Trustee hereby represents and warrants to the Original Trustee and to the Issuer that:

(a) The Series Trustee is qualified and eligible, under the provisions of Section 6.9 of the Original Indenture and the Trust Indenture Act of 1939, as amended, to act as Trustee under the Indenture.

(b) This Supplemental Indenture has been duly authorized, executed and delivered on behalf of the Series Trustee and constitutes its legal, valid and binding obligation.

Section 5.02 Acceptance of Appointment. The Series Trustee hereby accepts its appointment as Trustee, Paying Agent, Registrar and agent upon whom notices and demands may be served under the Indenture with respect to the Notes and shall hereby be vested with all rights, powers, protections, privileges, benefits, immunities, indemnities, duties and obligations of the Trustee, Paying Agent, Registrar and agent upon whom notices and demands may be served under the Indenture with respect to the Notes and with respect to all property and monies held or to be held under the Indenture with respect to the Notes.

ARTICLE VI
DEFINITIONS

For purposes of this Supplemental Indenture and the Notes, the following terms have the meanings indicated below. All capitalized terms used herein and not otherwise defined below shall have the meanings ascribed thereto in the Original Indenture.

"Additional Notes" means Notes issued in compliance with the terms of this Supplemental Indenture subsequent to the Issue Date and in compliance with Sections 2.3 and 2.4 of the Original Indenture, it being understood that any notes issued in exchange for or replacement of any Notes issued on the Issue Date shall not be Additional Notes.

"Adjusted Consolidated Net Tangible Assets" means, at the time of determination, the aggregate amount of total assets included in the Issuer's most recent quarterly or annual consolidated balance sheet prepared in accordance with generally accepted accounting principles, net of applicable reserves reflected in such balance sheet, after deducting the following amounts reflected in such balance sheet: (a) goodwill; (b) deferred charges and other assets; (c) preneed receivables, net, and trust investments; (d) cemetery Perpetual Care Trust investments; (e) current assets of discontinued operations; (f) non-current assets of discontinued operations; (g) other like intangibles; and (h) current liabilities (excluding, however, current maturities of long-term debt).

"Attributable Indebtedness," when used with respect to any sale and leaseback transaction (as contemplated by Section 3.7 of the Original Indenture), means, at the time of determination, the present value (discounted at the rate set forth or implicit in the terms of the lease included in such transaction) of the total obligations of the lessee for rental payments (other than amounts required to be paid on account of property taxes, maintenance, repairs, insurance, assessments, utilities, operating and labor costs and other items that do not constitute payments for property rights) during the remaining term of the lease included in such transaction (including any period for which such lease has been extended). In the case of any lease that is terminable by the lessee upon the payment of a penalty or other termination payment, such amount shall be the lesser of the amount determined assuming termination upon the first date such lease may be terminated (in which case the amount shall also include the amount of the penalty or termination payment, but no rent shall be considered as required to be paid under such lease subsequent to the first date upon which it may be so terminated) or the amount determined assuming no such termination.

"Capital Stock" of any Person means any and all shares, interests (including partnership interests), rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) equity of such Person, including any preferred stock, but excluding any debt securities convertible into such equity.

"Change of Control" has the meaning attributed thereto in Section 8.03 of this Supplemental Indenture.

"Change of Control Offer" has the meaning attributed thereto in Section 8.03 of this Supplemental Indenture.

"Credit Facilities" means one or more debt facilities with banks or other institutional lenders providing for revolving credit or term loans or letters of credit.

"Holder" means, in the case of any Note, the Person in whose name such Note is registered in the security register kept by the Issuer for that purpose in accordance with the terms of the Indenture.

"Issue Date" means May 21, 2019.

"Notes" has the meaning assigned to it in Section 1.01(a) hereof.

"Optional Redemption Premium" has the meaning attributed thereto in Exhibit A hereto.

"Perpetual Care Trust" means a trust established to provide perpetual care or maintenance for any cemetery, mausoleum or columbarium.

"Pre-Need Trust" means a trust established to hold funds related to the purchase of funeral or cemetery goods or services on a pre-need basis.

"Securities Act" means the Securities Act of 1933, as amended.

"Subsidiary" means, with respect to any Person: (a) any corporation, association, limited liability company or other business entity (other than a partnership) of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of that Person (or a combination thereof); and (b) any partnership, (i) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person, or (ii) the only general partners of which are such Person or of one or more Subsidiaries of such Person (or any combination thereof); *provided*, *however*, that no Pre-Need Trust or Perpetual Care Trust shall be deemed to be a Subsidiary for purposes of this Supplemental Indenture.

"Voting Stock" of a Person means all classes of Capital Stock of such Person then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof.

ARTICLE VII
THE NOTES

Section 7.01 Form. Provisions relating to the Notes are set forth in Exhibit A hereto, which are hereby incorporated in and expressly made a part of this Supplemental Indenture. The provisions of Exhibit A hereto shall supersede the applicable provisions of Section 2.8 of the Original Indenture to the extent applicable. The Notes and the Series Trustee's certificate of authentication thereto, shall be substantially in the form of Exhibit A, which is hereby incorporated in and expressly made a part of this Supplemental Indenture. The Notes may have notations, legends or endorsements required by law, stock exchange rule, agreements to which the Issuer is subject, if any, or usage (provided that any such notation, legend or endorsement is in a form acceptable to the Issuer). Each Note shall be dated the date of its authentication. The Notes shall be issuable only in registered form without interest coupons and only in denominations of $2,000 and integral multiples of $1,000 in excess thereof. The terms of the Notes set forth in Exhibit A are part of the terms of this Supplemental Indenture.

ARTICLE VIII
REDEMPTION

Section 8.01 Optional Redemption.

(a) At its option, the Issuer may choose to redeem all or any portion of the Notes, at once or from time to time.

(b) To redeem the Notes, the Issuer must pay a redemption price in an amount determined in accordance with the provisions of the form of Note set forth in Exhibit A hereto.

(c) Any redemption pursuant to this Section 8.01 shall be made pursuant to the provisions of Sections 12.1, 12.2, 12.3 and 12.4 of the Original Indenture.

Section 8.02 Mandatory Redemption. The Issuer shall not be required to make mandatory redemption or sinking fund payments with respect to the Notes. However, the Issuer may be required to offer to purchase Notes as described in Section 8.03 below. The Issuer may at any time and from time to time purchase Notes in the open market or otherwise.

Section 8.03 Change of Control. Upon the occurrence of any of the following events (each a "Change of Control"), each Holder shall have the right to require that the Issuer repurchase such Holder's Notes at a purchase price in cash equal to 101% of the principal amount thereof on the date of purchase plus accrued and unpaid interest, if any, to the date of purchase (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date):

(1) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that for purposes of this clause (1) such person shall be deemed to have "beneficial ownership" of all shares that such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 35% of the total voting power of the Voting Stock of the Issuer;

(2) individuals who on the Issue Date constituted the board of directors (together with any new directors whose election by such board of directors or whose nomination for election by the shareholders of the Issuer was approved by a vote of at least a majority of the directors of the Issuer then still in office who were either directors on the Issue Date or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the board of directors then in office;

(3) the Issuer is liquidated or dissolved or adopts a plan of liquidation or dissolution; or

(4) the merger or consolidation of the Issuer with or into another Person or the merger of another Person with or into the Issuer, or the sale of all or substantially all the assets of the Issuer (determined on a consolidated basis) to another Person, other than a transaction following which (i) in the case of a merger or consolidation transaction, holders of securities that represented 100% of the Voting Stock of the Issuer immediately prior to such transaction (or other securities into which such securities are converted as part of such merger or consolidation transaction) own directly or indirectly at least a majority of the voting power of the Voting Stock of the surviving Person in such merger or consolidation transaction immediately after such transaction and (ii) in the case of a sale of assets transaction, each transferee becomes an obligor in respect of the Notes and a subsidiary of the transferor of such assets.

Within 30 days following any Change of Control, the Issuer will mail a notice to each Holder with a copy to the Series Trustee (the "Change of Control Offer") stating:

(1) that a Change of Control has occurred and that such Holder has the right to require the Issuer to purchase such Holder's Notes at a purchase price in cash equal to 101% of the principal amount thereof on the date of purchase, plus accrued and unpaid interest, if any, to the date of purchase (subject to the right of Holders of record on the relevant record date to receive interest on the relevant interest payment date);

(2) the circumstances and relevant facts regarding such Change of Control (including information with respect to *pro forma* historical income, cash flow and capitalization, in each case after giving effect to such Change of Control);

(3) the purchase date (which shall be no earlier than 30 days nor later than 60 days from the date such notice is mailed); and

(4) the instructions, as determined by the Issuer, consistent with this Section 8.03, that a Holder must follow in order to have its Notes purchased.

The Issuer will not be required to make a Change of Control Offer with respect to a series of Notes following a Change of Control if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth hereunder applicable to a Change of Control Offer made by the Issuer and purchases all Notes of such series validly tendered and not withdrawn under such Change of Control Offer or (2) notice of redemption of all of such series of Notes has been given pursuant hereto unless and until there has been a default in payment of the applicable redemption price. A Change of Control Offer may be made in advance of a Change of Control, conditional upon the Change of Control, if a definitive agreement is in place for the Change of Control at the time of the making of the Change of Control Offer.

The Issuer shall comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to this Section 8.03. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Section 8.03, the Issuer shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 8.03 by virtue thereof.

Holders electing to have a Note purchased will be required to surrender the Note, with an appropriate form duly completed, to the Issuer at the address specified in the notice at least three Business Days prior to the purchase date. Holders will be entitled to withdraw their election if the Series Trustee or the Issuer receives not later than one Business Day prior to the purchase date, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Note which was delivered for purchase by the Holder and a statement that the Holder is withdrawing his election to have such Note purchased.

On the purchase date, all Notes purchased by the Issuer under this Section 8.03 shall be delivered by the Issuer to the Series Trustee for cancellation, and the Issuer shall pay the purchase price plus accrued and unpaid interest, if any, to the Holders entitled thereto.

In the event that at the time of any Change of Control the terms of any Credit Facility restrict or prohibit the purchase of Notes following such Change of Control, then prior to the mailing of the notice to Holders but in any event within 30 days following any Change of Control, the Issuer shall undertake to (1) repay in full all such indebtedness under any applicable Credit Facility or (2) obtain the requisite consents under any applicable Credit Facility to permit the repurchase of the Notes.

ARTICLE IX
AMENDMENT OF ORIGINAL INDENTURE

Section 9.01 Amendment of Article One of Original Indenture. The second paragraph of Section 1.1 of the Original Indenture is hereby amended and restated, but only with respect to the Notes, to read in its entirety as follows:

"All accounting terms used herein and not expressly defined shall have the meanings assigned to such terms in accordance with generally accepted accounting principles, and the term "*generally accepted accounting principles*" means such accounting principles as are generally accepted in the United States at the date of the supplemental indenture authorizing the issuance of the related Securities of such series."

Section 9.02 Amendment of Article Three of Original Indenture. Section 3.6 of the Original Indenture is hereby amended and restated, but only with respect to the Notes, to read in its entirety as follows:

"The Issuer will not, and will not permit any of its Subsidiaries to, mortgage, pledge, encumber or subject to any lien or security interest to secure any Indebtedness of the Issuer or any Indebtedness of any Subsidiary (other than Indebtedness owing to the Issuer or a wholly-owned Subsidiary) any assets, without providing that the Securities shall thereby be secured equally and ratably with (or prior to) any other Indebtedness so secured, unless, after giving effect thereto, the aggregate outstanding amount of all such secured Indebtedness of the Issuer and its Subsidiaries (excluding secured Indebtedness existing as of September 30, 2017, and any extensions, renewals or refundings thereof that do not increase the principal amount of Indebtedness so extended, renewed or

refunded and excluding secured Indebtedness incurred pursuant to subparagraphs (a), (b), (c), (d) and (e) below), together with all outstanding Attributable Indebtedness from sale and leaseback transactions described in Section 3.7(1) of this Indenture, would not exceed 20% of Adjusted Consolidated Net Tangible Assets of the Issuer and its Subsidiaries on the date such Indebtedness is so secured; *provided*, *however*, that nothing in this Section 3.6 shall prevent the Issuer or any Subsidiary:

(a) from acquiring and retaining property subject to mortgages, pledges, encumbrances, liens or security interests existing thereon at the date of acquisition thereof, or from creating within one year of such acquisition mortgages, pledges, encumbrances or liens upon property acquired by it after September 30, 2017, as security for purchase money obligations incurred by it in connection with the acquisition of such property, whether payable to the Person from whom such property is acquired or otherwise;

(b) from mortgaging, pledging, encumbering or subjecting to any lien or security interest Current Assets to secure Current Liabilities;

(c) from mortgaging, pledging, encumbering or subjecting to any lien or security interest property to secure Indebtedness under one or more Credit Facilities in an aggregate principal amount not to exceed $1 billion;

(d) from extending, renewing or refunding any Indebtedness secured by a mortgage, pledge, encumbrance, lien or security interest on the same property theretofore subject thereto, provided that the principal amount of such Indebtedness so extended, renewed or refunded shall not be increased; or

(e) from securing the payment of workmen's compensation or insurance premiums or from making good faith pledges or deposits in connection with bids, tenders, contracts (other than contracts for the payment of money) or leases, deposits to secure public or statutory obligations, deposits to secure surety or appeal bonds, pledges or deposits in connection with contracts made with or at the request of the United States Government or any agency thereof, or pledges or deposits for similar purposes in the ordinary course of business."

Section 9.03 Amendment of Article Four of Original Indenture. Section 4.3 of the Original Indenture is hereby amended and restated, but only with respect to the Notes, to read in its entirety as follows:

"Section 4.3 *Reports by the Issuer.* (a) Whether or not required by the Commission, so long as any Securities of any series are Outstanding, the Issuer will furnish to the Trustee and to any Holders of Securities of such series who so request, within 15 days of the time periods specified in the Commission's rules and regulations:

(i) all quarterly and annual financial information that would be required to be contained in a filing with the Commission on Forms 10-Q and 10-K if the Issuer were required to file such Forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" and, with respect to the annual information only, a report on the annual financial statements by the Issuer's independent accountants; and

(ii) all current reports that would be required to be filed with the Commission on Form 8-K if the Issuer were required to file such reports.

Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Issuer's compliance with any of its covenants hereunder.

(b) Whether or not required by the Commission, the Issuer will file a copy of all of the information and reports referred to in Sections 4.3(a)(i) and (ii) with the Commission for public availability within the time periods specified in the Commission's rules and regulations (unless the Commission will not accept such a filing) and make such information available to securities analysts and prospective investors upon request.

(c) For so long as any Securities of any series remain Outstanding, the Issuer will furnish to the Holders of Securities of such series and to prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

(d) The Issuer will comply with the requirements of Section 314 of the Trust Indenture Act of 1939, as amended.

(e) The Issuer will furnish to the Trustee, within 90 days after the end of each fiscal year of the Issuer, an officer's certificate from the principal executive officer, principal financial officer or principal accounting officer as to his knowledge of the Issuer's compliance with all conditions and covenants under this Indenture. For purposes of this subsection (e), such compliance shall be determined without regard to any period of grace or requirement of notice provided under this Indenture."

Section 9.04 Amendments of Article Five of Original Indenture.

(a) Section 5.1(g) of the Original Indenture is hereby amended and restated, but only with respect to the Notes, to read in its entirety as follows:

"(g) default under any bond, debenture, note or other evidence of Indebtedness for money borrowed by the Issuer or any Subsidiary or under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Issuer or any Subsidiary (other than Non-Recourse Indebtedness), whether such Indebtedness exists on the date hereof or shall hereafter be created, which default shall have resulted in such Indebtedness becoming or being declared due and payable prior to the date on which it would otherwise have become due and payable, or any default in payment of such Indebtedness (after the expiration of any applicable grace periods and the presentation of any debt instruments, if required), if the aggregate amount of all such Indebtedness which has been so

accelerated and with respect to which there has been such a default in payment shall exceed $10,000,000, without each such default and acceleration having been rescinded or annulled within a period of 30 days after there shall have been given to the Issuer by the Trustee by registered mail, or to the Issuer and the Trustee by the Holders of at least 25 percent in aggregate principal amount of the Securities of such series then Outstanding, a written notice specifying each such default and requiring the Issuer to cause each such default and acceleration to be rescinded or annulled and stating that such notice is a "Notice of Default" hereunder; or"

(b) The first sentence of the first paragraph following Section 5.1(h) of the Original Indenture is hereby amended and restated, but only with respect to the Notes, to read in its entirety as follows:

"If an Event of Default with respect to Securities of any series then Outstanding occurs and is continuing, then and in each and every such case, unless the principal of all of the Securities of such series shall have already become due and payable, either the Trustee or the Holders of not less than 25 percent in aggregate principal amount of the Securities of such series then Outstanding, by notice in writing to the Issuer (and to the Trustee if given by Securityholders), may declare the unpaid principal amount of all the Securities of such series then Outstanding and the Optional Redemption Premium, if any, due thereon, and the interest, if any, accrued thereon to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable."

Section 9.05 Amendment of Article Eleven of Original Indenture. Article Eleven of the Original Indenture is hereby amended, but only with respect to the Notes, by the addition of the following new Section at the end thereof:

"Section 11.11 *Usury*. It is the intent of the parties in the execution and performance of the Securities of any series and the Indenture to contract in strict compliance with applicable usury laws from time to time in effect. The Issuer and the Trustee on behalf of the Holders stipulate and agree that none of the terms in the Securities of such series or the Indenture are intended or shall ever be construed to create a contract to pay interest in an amount in excess of the maximum nonusurious amount or at a rate in excess of the highest lawful rate. In the event any payment includes any such excess interest, the Issuer stipulates that such excess interest shall have been paid as a result of error on the part of the Issuer."

ARTICLE X
MISCELLANEOUS

Section 10.01 Integral Part. This Supplemental Indenture constitutes an integral part of the Indenture.

Section 10.02 Adoption, Ratification and Confirmation. The Original Indenture, as supplemented and amended by this Supplemental Indenture, is in all respects hereby adopted, ratified and confirmed.

Section 10.03 Compensation and Reimbursement. The Original Trustee shall be entitled to compensation and reimbursement to the extent provided under Section 6.6 of the Original Indenture in connection with its ongoing trusteeship under the Original Indenture, including its costs with respect to entering into this Supplemental Indenture; and the Original Trustee shall continue to be entitled to indemnification as provided in Section 6.6 of the Original Indenture. The Series Trustee shall be entitled to compensation, reimbursement and indemnification as set forth in Section 6.6 of the Original Indenture with respect to the Notes, which rights and obligations shall survive the execution hereof.

Section 10.04 Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which when so executed shall be deemed an original; and all such counterparts shall together constitute but one and the same instrument.

Section 10.05 Governing Law. THIS SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

Section 10.06 Trustee Makes No Representation. Neither the Original Trustee nor the Series Trustee makes any representation (other than those made expressly by the Series Trustee or the Original Trustee) as to the validity or sufficiency of this Supplemental Indenture. The recitals and statements herein (other than those made expressly by the Series Trustee or the Original Trustee) are deemed to be those of the Issuer and not of the Series Trustee or the Original Trustee.

Section 10.07 Additional Trustee Provisions. In no event shall the Original Trustee or the Series Trustee be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, lost profits), even if the Original Trustee or the Series Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action. For the avoidance of doubt, the Original Trustee shall have no liabilities, duties or obligations under or in respect of this Supplemental Indenture.

Each of the Original Trustee and the Series Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Supplemental Indenture arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; it being understood that each of the Original Trustee and the Series Trustee shall use its best efforts to resume performance as soon as practicable under the circumstances.

The permissive rights of each of the Original Trustee and the Series Trustee enumerated herein shall not be construed as duties.

Section 10.08 Notice. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted by this Supplemental Indenture to be made upon, given or furnished to, or filed with

(a) the Original Trustee by the Issuer or by the Series Trustee shall be sufficient for every purpose herein if made, given, furnished or filed in writing to or with the Original Trustee at The Bank of New York Mellon Trust Company, N.A. 400 South Hope Street, Suite 500, Los Angeles, California, or

(b) the Series Trustee by the Issuer or by the Original Trustee shall be sufficient for every purpose herein if made, given, furnished or filed in writing to or with the Series Trustee at BOKF, NA, 1401 McKinney, Suite 1000, Houston, TX 77010, Attention: Corporate Trust, or

(c) the Issuer by the Original Trustee or by the Series Trustee shall be sufficient for every purpose herein if in writing and mailed, first-class postage prepaid, to the Issuer addressed to it at Service Corporation International, 1929 Allen Parkway, Houston, TX 77019, Attention: Treasurer or at any other address previously furnished in writing to the Original Trustee and Series Trustee by the Issuer.

Section 10.09 Waiver of Jury Trial. THE PARTIES HERETO AND EACH HOLDER OF A NOTE BY ITS ACCEPTANCE THEREOF, HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE OR THE NOTES.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Indenture on the date first set forth above.

ISSUER:

SERVICE CORPORATION INTERNATIONAL

By: /s/ Eric D. Tanzberger
Name: Eric D. Tanzberger
Title: Senior Vice President and Chief Financial Officer

ORIGINAL TRUSTEE:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Original Trustee

By: /s/ Karen Yu
Name: Karen Yu
Title: Vice President

SERIES TRUSTEE:

BOKF, NA, as Series Trustee

By: /s/ Mary Jo Wagener
Name: Mary Jo Wagener
Title: Vice President

EXHIBIT A

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

REGISTERED
No.

CUSIP: 817565CE2
ISIN: US817565CE22

$

5.125% Senior Notes Due 2029

Service Corporation International, a Texas corporation, promises to pay to Cede & Co., or registered assigns, the principal sum of U.S. dollars ($) on June 1, 2029.

Interest Payment Dates: June 1 and December 1.

Record Dates: May 15 and November 15.

Additional provisions of this Note are set forth on the other side of this Note.

Dated:

SERVICE CORPORATION
INTERNATIONAL

By _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF
AUTHENTICATION

BOKF, NA
as Trustee, certifies that this is one of the Securities
referred to in the Supplemental Indenture.

By _____
Authorized Signatory

1. Interest

Service Corporation International, a Texas corporation (such corporation, and its successors and assigns under the Indenture hereinafter referred to, being herein called the "Issuer"), promises to pay interest on the principal amount of this Note at the rate per annum shown above. The Issuer will pay interest semiannually on June 1 and December 1 of each year, commencing December 1, 2019. Interest on the Notes will accrue from May 21, 2019. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

2. Method of Payment

The Issuer will pay interest on the Notes (except defaulted interest) to the Persons who are registered holders of Notes at the close of business on the May 15 or November 15 immediately preceding the interest payment date even if Notes are canceled after the record date and on or before the interest payment date. Holders must surrender Notes to a Paying Agent to collect principal payments. The Issuer will pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts. Payments in respect of the Notes represented by a Global Security (including principal, premium and interest) will be made by wire transfer of immediately available funds to the accounts specified by the Depositary. The Issuer will make all payments in respect of a certificated Note (including principal, premium and interest) by mailing a check to the registered address of each Holder thereof; provided, however, that payments on a certificated Note will be made by wire transfer to a U.S. dollar account maintained by the payee with a bank in the United States if such Holder elects payment by wire transfer by giving written notice to the Trustee or the Paying Agent to such effect designating such account no later than 30 days immediately preceding the relevant due date for payment (or such other date as the Trustee may accept in its discretion).

3. Paying Agent and Registrar

Initially, BOKF, NA, a national banking association (the "Trustee"), will act as Paying Agent and Registrar. The Issuer may appoint and change any Paying Agent, Registrar or co-registrar without notice.

4. Indenture

The Issuer issued the Notes under an Indenture dated as of February 1, 1993 (the "Original Indenture"), between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Base Trustee"), as amended by the Fifteenth Supplemental Indenture dated as of May 21, 2019 (the "Fifteenth Supplemental Indenture" and, the Original Indenture, as supplemented by the Fifteenth Supplemental Indenture, the "Indenture"), among the Issuer, the Base Trustee and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S.C. §§ 77aaa-77bbbb) as in effect on the date of the Fifteenth Supplemental Indenture (the "Act"). Terms defined in the Indenture and not defined herein have the meanings ascribed thereto in the Indenture. The Notes are subject to all such terms, and Noteholders are referred to the Indenture and the Act for a statement of those terms.

The Notes are general unsecured obligations of the Issuer. The Issuer shall be entitled to issue Additional Notes pursuant to Section 2.3 of the Original Indenture. The Notes issued on the Issue Date and any Additional Notes will be treated as a single class for all purposes under the Indenture. The Indenture contains covenants that limit the ability of the Issuer and its subsidiaries to create liens on assets; consolidate, merge or transfer all or substantially all of its assets and the assets of its subsidiaries; and engage in sale/leaseback transactions. These covenants are subject to important exceptions and qualifications.

5. Optional Redemption

Except as set forth below, the Issuer shall not be entitled to redeem the Notes.

Prior to June 1, 2024, the Notes will be redeemable, in whole or in part, at the Issuer's option at any time, upon at least 30 days' and not more than 60 days' notice to the Holders, at a redemption price equal to the greater of (1) 100% of the principal amount of such Notes, and (2) as determined by the Quotation Agent, the sum of the present values of the remaining scheduled payments of principal (at the redemption price set forth in the table below as if redeemed on June 1, 2024) and interest thereon (not including any portion of such payments of interest accrued as of the date of redemption) through June 1, 2024 discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Adjusted Treasury Rate plus 50 basis points (the greater of (1) and (2), the "Optional Redemption Premium"), plus in each case, accrued interest thereon to the date of redemption.

On and after June 1, 2024, the notes will be redeemable, in whole or in part, at the Issuer's option at any time, upon at least 30 days' and not more than 60 days' notice to the Holders, at the redemption prices (expressed in percentages of principal amount on the redemption date), plus accrued and unpaid interest, if any, to the redemption date, if redeemed during the 12-month period commencing on June 1 of the years set forth below:

Period	Redemption Price
2024	102.563%
2025	101.708%
2026	100.854%
2027 and thereafter	100.000%

Notice of optional redemption pursuant to this Section 5 will be mailed at least 30 days but not more than 60 days before the redemption date to each Holder of Notes to be redeemed at his registered address. Notes in denominations larger than $2,000 principal amount may be redeemed in part but only in whole multiples of $1,000. If money sufficient to pay the redemption price of and accrued interest on all Notes (or portions thereof) to be redeemed on the redemption date is deposited with the Paying Agent on or before the redemption date and certain other conditions are satisfied, on and after such date interest ceases to accrue on such Notes (or such portions thereof) called for redemption.

"Adjusted Treasury Rate" means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

"Comparable Treasury Issue" means the United States Treasury security selected by the Quotation Agent as having a maturity most nearly equal to June 1, 2024 that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities with a maturity of June 1, 2024.

"Comparable Treasury Price" means, with respect to any redemption date, (i) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (ii) if the Quotation Agent obtains fewer than three such Reference Treasury Dealer Quotations, the average of all such Quotations.

"Quotation Agent" means the Reference Treasury Dealer appointed by the Issuer.

"Reference Treasury Dealer" means each of Wells Fargo Securities, LLC (and its successors) and any other nationally recognized investment banking firm that is a primary U.S. government securities dealer specified from time to time by the Issuer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Issuer, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Issuer by such Reference Treasury Dealer as of 5:00 p.m., New York time, on the third Business Day preceding the redemption date.

6. Put Provisions

Upon a Change of Control, any Holder of Notes will have the right to cause the Issuer to repurchase the Notes of such Holder at a repurchase price equal to 101% of the principal amount of the Notes to be repurchased plus accrued interest to the date of repurchase (subject to the right of holders of record on the relevant record date to receive interest due on the related interest payment date) as provided in, and subject to the terms of, the Indenture.

7. Denominations; Transfer; Exchange

The Notes are in registered form without coupons in denominations of $2,000 principal amount and whole multiples of $1,000. A Holder may transfer or exchange Notes in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements or transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Registrar need not register the transfer of or exchange any Notes selected for redemption (except, in the case of a Note to be redeemed in part, the portion of the Note not to be redeemed) or any Notes for a period of 15 days before a selection of Notes to be redeemed or 15 days before an interest payment date.

8. Persons Deemed Owners

Except as provided in Section 2 hereto, the registered Holder of this Note may be treated as the owner of it for all purposes.

9. Unclaimed Money

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Issuer at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Issuer as general creditors and not to the Trustee for payment.

10. Discharge and Defeasance

Subject to certain conditions, the Issuer at any time shall be entitled to terminate some or all of its obligations under the Notes and the Indenture (insofar as the Indenture applies to the Notes) if the Issuer deposits with the Trustee money or U.S. Government Obligations for the payment of principal and interest on the Notes to redemption or maturity, as the case may be.

11. Amendment; Waiver

Subject to certain exceptions set forth in the Indenture, (a) the Indenture (insofar as the Indenture applies to the Notes) and the Notes may be amended with the written consent of the Holders of at least a majority in principal amount outstanding of the Notes and (b) any default or noncompliance with any provision may be waived with respect to the Notes with the written consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Noteholder, the Issuer, the Base Trustee and the Trustee shall be entitled to amend the Indenture or the Notes to evidence the assumption by a successor corporation of the Issuer's obligations under the Indenture, or to add covenants or make the occurrence and continuance of a default in such additional covenants a new Event of Default for the protection of the Holders of debt securities, or to cure any ambiguity or correct any inconsistency in the Indenture or amend the Indenture in any other manner which the Issuer may deem necessary or desirable and which will not adversely affect the interests of the Holders of senior debt securities issued thereunder, or to establish the form and terms of any series of senior debt securities to be issued pursuant to the Indenture, or to evidence the acceptance of appointment by a successor Trustee, or to secure the senior debt securities with any property or assets.

12. Defaults and Remedies

Under the Indenture, Events of Default include (a) default for 30 days in payment of interest on the Notes; (b) default in payment of principal on the Notes at maturity, upon redemption pursuant to Section 5 hereto, upon acceleration or otherwise, or failure by the Issuer to redeem or purchase Notes when required; (c) failure by the Issuer to comply with other agreements in the Indenture or the Notes, in certain cases subject to notice and lapse of time; (d) certain accelerations (including failure to pay within any grace period after final maturity) of other Indebtedness of the Issuer if the amount accelerated (or so unpaid) exceeds $10 million; and (e) certain events of bankruptcy or insolvency with respect to the Issuer. If an Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the Notes may declare all the Notes to be due and payable immediately. Certain events of bankruptcy or insolvency are Events of Default which will result in the Notes being due and payable immediately upon the occurrence of such Events of Default.

Noteholders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Notes unless it receives indemnity or security satisfactory to it. Subject to certain limitations, Holders of a majority in principal amount of the Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Noteholders notice of any continuing Default (except a Default in payment of principal or interest) if it determines that withholding notice is in the interest of the Holders.

13. Trustee Dealings with the Issuer

Subject to certain limitations imposed by the Act, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with and collect obligations owed to it by the Issuer or its Affiliates and may otherwise deal with the Issuer or its Affiliates with the same rights it would have if it were not Trustee.

14. No Recourse Against Others

A director, officer, employee or stockholder, as such, of the Issuer or the Trustee shall not have any liability for any obligations of the Issuer under the Notes or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Note, each Noteholder waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Notes.

15. Authentication

This Note shall not be valid until an authorized signatory of the Trustee (or an authenticating agent) manually signs the certificate of authentication on the other side of this Note.

16. Abbreviations

Customary abbreviations may be used in the name of a Noteholder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

17. CUSIP Numbers

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures the Issuer has caused CUSIP numbers to be printed on the Notes and has directed the Trustee to use CUSIP numbers in notices of redemption as a convenience to Noteholders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

18. Governing Law

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS.

The Issuer will furnish to any Noteholder upon written request and without charge to the Note holder a copy of the Indenture which has in it the text of this Note in larger type. Requests may be made to:

1929 Allen Parkway
Houston, Texas 77019
Attention: Secretary

ASSIGNMENT FORM

To assign this Security, fill in the form below:

I or we assign and transfer this Security to

(Print or type assignee's name, address and zip code)

(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint agent to transfer this Security on the books of the Issuer. The agent may substitute another to act for him.

DATE: _____ YOUR SIGNATURE: _____

Sign exactly as your name appears on the other side of this Security

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Security purchased by the Issuer pursuant to Section 8.03 of the Supplemental Indenture, check the box: ☐

If you want to elect to have only part of this Security purchased by the Issuer pursuant to Section 8.03 of the Supplemental Indenture, state the amount in principal amount: $

Dated: _____ Your Signature: _____

(Sign exactly as your name appears on the other side of this Security.)

Signature Guarantee: _____

(Signature must be guaranteed)

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL SECURITY

The following increases or decreases in this Global Security have been made:

Date of Exchange	Amount of decrease in Principal amount of this Global Security	Amount of increase in Principal amount of this Global Security	Principal amount of this Global Security following such decrease or increase)	Signature of authorized officer of Trustee or Securities Custodian

Exhibit 4.4

SIXTEENTH SUPPLEMENTAL INDENTURE

SIXTEENTH SUPPLEMENTAL INDENTURE dated as of May 21, 2019 between Service Corporation International, a Texas corporation (the "Issuer"), 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 (the "Trustee").

W I T N E S S E T H:

WHEREAS, the Issuer has heretofore entered into a Senior Indenture, dated as of February 1, 1993 (the "Original Indenture"), with the Trustee, a First Supplemental Indenture, dated as of April 14, 2004, with the Trustee, a Second Supplemental Indenture, dated as of June 15, 2005, with the Trustee, a Third Supplemental Indenture, dated as of October 3, 2006, with the Trustee, a Fourth Supplemental Indenture, dated as of October 3, 2006, with the Trustee, a Fifth Supplemental Indenture, dated as of November 28, 2006, with the Trustee, a Sixth Supplemental Indenture, dated as of April 9, 2007, with the Trustee, a Seventh Supplemental Indenture, dated as of April 9, 2007, with the Trustee, an Eighth Supplemental Indenture, dated as of November 10, 2009, with the Trustee, a Ninth Supplemental Indenture, dated as of November 22, 2010, with the Trustee, a Tenth Supplemental Indenture, dated as of November 8, 2012, with the Trustee, an Eleventh Supplemental Indenture, dated as of July 1, 2013, with the Trustee, a Twelfth Supplemental Indenture, dated as of May 12, 2014, with the Trustee, a Thirteenth Supplemental Indenture, dated as of May 12, 2014, with the Trustee, a Fourteenth Supplemental Indenture, dated as of December 12, 2017, with the Trustee and BOKF, NA, a national banking association, as the series trustee (the "Series Trustee"), and a Fifteenth Supplemental Indenture, dated as of May 21, 2019, with the Trustee and the Series Trustee;

WHEREAS, the Original Indenture, as supplemented by the Eleventh Supplemental Indenture dated as of July 1, 2013 (the "Eleventh Supplemental Indenture" and together with the Original Indenture, the "2022 Notes Indenture"), provides for the issuance of the Issuer's 5.375% Senior Notes due 2022 (the "Notes");

WHEREAS, Section 8.2 of the Original Indenture provides, among other things, that the Issuer and the Trustee may amend certain terms of the Original Indenture with the written consent of the Holders (as defined in the Original Indenture) of not less than a majority in aggregate principal amount of the Securities (as defined in the Original Indenture) then outstanding of any series affected by such supplemental indenture (the "Required Consents");

WHEREAS, the Issuer has offered to purchase for cash all of the outstanding Notes and has solicited consents to certain amendments to the Eleventh Supplemental Indenture (the "Proposed Amendments") pursuant to an Offer to Purchase and Consent Solicitation Statement, dated May 6, 2019 (the "Offer to Purchase");

WHEREAS, the Issuer has obtained the consent to give effect to the Proposed Amendments pursuant to this Sixteenth Supplemental Indenture (the "Supplemental Indenture" and, together with the 2022 Notes Indenture, the "Indenture");

WHEREAS, pursuant to Section 8.2 of the Original Indenture, the execution and delivery of this Supplemental Indenture has been duly authorized by the parties hereto and all conditions and requirements necessary to make this instrument a valid and binding agreement have been duly performed and complied with.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

1. Defined Terms. Unless otherwise defined herein, as used in this Supplemental Indenture, terms defined in the Indenture have the definitions contained therein.

2. Amendments to the Original Indenture. Pursuant to Section 8.2 of the Original Indenture, the Issuer and the Trustee (in the case of the Trustee, acting in reliance upon the instructions and directions of the Holders of the Required Consents obtained pursuant to the Offer to Purchase) hereby agree to the following amendments to the Original Indenture (as supplemented by the Eleventh Supplemental Indenture) which shall automatically become effective as of the Operative Time (as defined herein) to the extent (and solely to the extent) that such amendments apply to the Notes and shall not apply to any other series of notes issued pursuant to the Original Indenture:

(a) Sections 3.6 and 3.7 of the Original Indenture (as amended by the Eleventh Supplemental Indenture, in the case of Section 3.6) shall be amended and restated with respect to the Notes to read as follows:

"Section 3.6 [Intentionally Omitted]
Section 3.7 [Intentionally Omitted]"

(b) Sections 9.1 and 9.2 of the Original Indenture shall be amended and restated with respect to the Notes to read as follows:

"Section 9.1

Issuer May Consolidate, etc. on Certain Terms. Nothing contained in this Indenture or in any of the Securities shall prevent any consolidation or merger of the Issuer with or into any other corporation, or corporations (whether or not affiliated with the Issuer), or successive consolidations or mergers in which the Issuer or its successor or successors shall be a party or parties, or shall prevent any sale, lease, exchange or other disposition of all or substantially all the property and assets of the Issuer to any other corporation (whether or not affiliated with the Issuer) authorized to acquire and operate the same; provided, however, and the Issuer hereby covenants and agrees, that any such consolidation, merger, sale, lease, exchange or other disposition shall be upon the conditions that (a) the corporation (if other than the Issuer) formed by or

surviving any such consolidation or merger, or to which such sale, lease, exchange or other disposition shall have been made, shall be a corporation organized under the laws of the United States of America, any state thereof or the District of Columbia; and (b) the due and punctual payment of the principal of and interest, if any, on all the Securities, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Indenture to be performed by the Issuer, shall be expressly assumed, by supplemental indenture satisfactory in form to the Trustee executed and delivered to the Trustee, by the corporation (if other than the Issuer) formed by such consolidation, or into which the Issuer shall have been merged, or by the corporation which shall have acquired or leased such property and assets.

Section 9.2 [Intentionally Omitted]"

3. Amendments to the Eleventh Supplemental Indenture. Pursuant to Section 8.2 of the Original Indenture, the Issuer and the Trustee (in the case of the Trustee, acting in reliance upon the instructions and directions of the Holders of the Required Consents obtained pursuant to the Offer to Purchase) hereby agree to the following amendments to the Eleventh Supplemental Indenture which shall automatically become effective as of the Operative Time:

(a) Section 4.03 of the Eleventh Supplemental Indenture shall be amended and restated with respect to the Notes to read as follows:

"Section 4.03 [Intentionally Omitted]"

4. Operative Time of Amendments to Indenture. The amendments to the 2022 Notes Indenture set forth in Section 2 and Section 3 of this Supplemental Indenture shall not become operative until Issuer purchases, in the Tender Offer, more than a majority in the aggregate principal amount of the outstanding Notes (such time, the "Operative Time"). Subject to the foregoing sentence, from and after the date of this Supplemental Indenture, the 2022 Notes Indenture shall be supplemented in accordance herewith, and this Supplemental Indenture shall form a part of the 2022 Notes Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered under the 2022 Notes Indenture shall be bound thereby.

5. Amendments to the Notes. Effective as of the Operative Time, any of the terms or provisions present in the Notes that related to any of the provisions of the 2022 Notes Indenture as amended by Section 2 and Section 3 of this Supplemental Indenture shall also be amended so as to be consistent with the amendments made in this Supplemental Indenture.

6. Ratification of the Indenture; Supplemental Indenture Part of the Indenture. Except as expressly amended hereby, the 2022 Notes Indenture, as amended by this Supplemental Indenture, is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the 2022 Notes Indenture for all purposes and every holder of the Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

7. No Amendments to Other Series of Notes. None of the amendments set forth in this Supplemental Indenture shall apply to the Original Indenture with respect to any series of notes issued thereunder other than the Notes.

8. Governing Law. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS.

9. The Trustee. Trustee accepts the amendments of the 2022 Notes Indenture effected by this Supplemental Indenture and agrees to execute the trust created by the 2022 Notes Indenture as hereby amended, but on the terms and conditions set forth in the 2022 Notes Indenture, including the terms and provisions defining and limiting its liabilities and responsibilities in the performance of the trust created by the 2022 Notes Indenture as hereby amended, and without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Issuer, and the Trustee makes no representation with respect to any such matters. Additionally, the Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

10. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

11. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction thereof.

12. Severability. In case any provision in this Supplemental Indenture or the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first written above.

ISSUER:

SERVICE CORPORATION INTERNATIONAL

By: /s/ Eric D. Tanzberger
Name: Eric D. Tanzberger
Title: Senior Vice President and Chief Financial Officer

TRUSTEE:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: /s/ Karen Yu
Name: Karen Yu
Title: Vice President

[Signature page to Sixteenth Supplemental Indenture]

Exhibit 5.1

SHEARMAN & STERLING LLP

599 LEXINGTON AVENUE

NEW YORK, NY 10022-6069

+1.212.848.4000

May 21, 2019

Service Corporation International
1929 Allen Parkway
Houston, Texas 77019

Service Corporation International
$750,000,000 5.125% Senior Notes due 2029

Ladies and Gentlemen:

We have acted as counsel to Service Corporation International., a Texas corporation (the "Company"), in connection with the issuance and sale by the Company of a $750,000,000 aggregate principal amount of its 5.125% Senior Notes due 2029 (the "Notes"), sold to and purchased by the underwriters pursuant to the terms and conditions set forth in the Underwriting Agreement dated May 7, 2019 (the "Underwriting Agreement") among the Company and the underwriters name therein. The Notes are to be issued pursuant to a senior indenture dated as of February 1, 1993 (the "Original Indenture") among the Company, The Bank of New York Mellon Trust Company, N.A., as successor to The Bank of New York, as trustee (the "Trustee"), as supplemented by the Fifteenth Supplemental Indenture dated May 21, 2019, among the Company, the Trustee and BOKF, N.A., as Series Trustee (as amended and supplemented prior to the date hereof, the "Indenture").

In that connection, we have reviewed originals or copies of the following documents:

(a) The Underwriting Agreement.

(b) The Indenture.

(c) The Notes in global form as executed by the Company.

(d) Originals or copies of such other records of the Company, certificates of public officials and officers of the Company, and agreements and other documents as we have deemed necessary as a basis for the opinions expressed below.

The documents described in the foregoing clauses (a) through (d) are collectively referred to herein as the "Opinion Documents."

We have also reviewed the following:

(a) The automatic shelf registration statement on Form S-3ASR (Registration No. 333-221904) filed by the Company under the Securities Act of 1933, as amended (the "Securities Act"), with the Securities and Exchange Commission (the "Commission") on December 5, 2017, (such registration statement, including the information deemed to be part thereof at the time of effectiveness pursuant to Rule 430B under the Securities Act, and the documents incorporated by reference therein, hereinafter collectively referred to as the "Registration Statement").

(b) The base prospectus dated December 5, 2017 and forming a part of the Registration Statement with respect to the offering from time to time of the securities described therein, which was included as part of the Registration Statement at the time it became effective on December 5, 2017 (the "Base Prospectus").

(c) The preliminary prospectus supplement relating to the Notes, dated May76, 2019 (the "Preliminary Prospectus Supplement") (the Base Prospectus, as amended and supplemented by the Preliminary Prospectus Supplement, in the form first filed by the Company pursuant to Rule 424(b) under the Securities Act with the Commission , including the documents incorporated by reference therein, hereinafter collectively referred to as the "Preliminary Prospectus").

(d) The free writing prospectus of the Company relating to the Notes, dated May 7, 2019, in the form first filed by the Company pursuant to Rule 433 under the Securities Act with the Commission (the "Free Writing Prospectus").

(e) The final prospectus supplement relating to the Notes, dated May 7, 2019 (the "Final Prospectus Supplement") (the Base Prospectus, as amended and supplemented by the Final Prospectus Supplement, in the form first filed by the Company pursuant to Rule 424(b) under the Securities Act with the Commission, including the documents incorporated by reference therein, hereinafter collectively referred to as the "Prospectus").

In our review of the Opinion Documents and other documents, we have assumed:

(a) The genuineness of all signatures.

(b) The authenticity of the originals of the documents submitted to us.

(c) The conformity to authentic originals of any documents submitted to us as copies.

(d) As to matters of fact, the truthfulness of the representations made in the Underwriting Agreement and the other Opinion Documents and in certificates of public officials and officers of the Company.

(e) That each of the Opinion Documents is the legal, valid and binding obligation of each party thereto, other than the Company, enforceable against each such party in accordance with its terms.

(f) That:

(i) The Company is duly organized under the laws of its jurisdiction of organization;

(ii) The Company has the power and authority (corporate or otherwise) to execute, deliver and perform, and has duly authorized, executed and delivered (except to the extent Generally Applicable Law is applicable to such execution and delivery), the Opinion Documents;

(iii) the execution, delivery and performance by the Company of the Opinion Documents has been duly authorized by all necessary action (corporate or otherwise) and does not:

(A) contravene its certificate or articles of incorporation, by-laws or other organizational documents;

(B) except with respect to Generally Applicable Law, violate any law, rule or regulation applicable to it; or

(C) result in any conflict or breach of any agreement or document binding on it; and

(iv) the execution, delivery and performance by the Company of the Opinion Documents does not, except with respect to Generally Applicable Law, violate any law, rule or regulation applicable to them.

We have not independently established the validity of the foregoing assumptions.

"Generally Applicable Law" means the federal law of the United States of America, and the law of the State of New York (including in each case the rules or regulations promulgated thereunder or pursuant thereto) and the Texas Business Organizations Code, that a New York lawyer exercising customary professional diligence would reasonably be expected to recognize as being applicable to the Company, the Opinion Documents or the transactions governed by the Opinion Documents. Without limiting the generality of the foregoing definition of Generally Applicable Law, the term "Generally Applicable Law" does not include any law, rule or regulation that is applicable to the Company, the Opinion Documents or such transactions solely because such law, rule or regulation is part of a regulatory regime applicable to any party to any of the Opinion Documents or any of its affiliates due to the specific assets or business of such party or such affiliate.

Based upon the foregoing and upon such other investigation as we have deemed necessary and subject to the qualifications set forth below, we are of the opinion that the Notes have been duly authorized and executed by the Company, and, when authenticated by the Trustee in accordance with the Indenture and delivered and paid for as provided in the Underwriting Agreement, the Notes will be legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms and entitled to the benefits of the Indenture.

Our opinion expressed above is subject to the following qualifications:

(a) Our opinion expressed above is subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally (including without limitation all laws relating to fraudulent transfers).

(b) Our opinion expressed above is subject to the effect of general principles of equity, including without limitation concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether considered in a proceeding in equity or at law).

(c) We express no opinion with respect to the validity or enforceability of the following provisions to the extent that they are contained in the Opinion Documents: (i) provisions releasing, exculpating or exempting a party from, or requiring indemnification or contribution of a party for, liability for its own action or inaction to the extent that (x) the same are inconsistent with public policy, (y) such action or inaction involves strict liability, gross negligence, negligence, recklessness, willful misconduct, unlawful conduct, fraud, illegality or other wrongful conduct, or (z) such provisions otherwise operate to shift risk in an extraordinary way; (ii) provisions purporting to waive, subordinate or not give effect to rights to notice, demands, legal defenses or other rights or benefits that cannot be waived, subordinated or

rendered ineffective under applicable law; (iii) provisions relating to powers of attorney, severability, separability, or rights of subrogation, set-off or counterclaim, or the waiver thereof; (iv) provisions restricting access to courts or purporting to affect the jurisdiction or venue of courts, to the extent not permitted by applicable law; (v) provisions relating to waiver of jury trial; (vi) provisions pursuant to which a party agrees that a judgment rendered by a court or other tribunal in one jurisdiction may be enforced in any other jurisdiction; (vii) provisions purporting to establish penalties; (viii) provisions purporting to bind third parties who have not consented thereto; (ix) provisions purporting to establish evidentiary standards; (x) provisions purporting to entitle a party to the appointment of a receiver; (xi) any provision which constitutes an agreement to agree, (xii) any provision which relates to delay or omission of enforcement of rights or remedies, election of remedies, consent judgments, ratification of future acts, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, survival or severability; (xiii) provisions purporting to obligate any party to conform to a standard that may not be objectively determinable or employing items that are vague or have no commonly accepted meaning in the context in which used; and (xiv) provisions purporting to require that all amendments, waivers and terminations be in writing or the disregard of any course of dealing or usage of trade.

(d) Our opinion is limited to Generally Applicable Law, and we do not express any opinion herein concerning any other law.

This opinion letter is rendered to you in connection with the sale by you of the Securities contemplated by the Opinion Documents.

This opinion letter speaks only as of the date hereof. We expressly disclaim any responsibility to advise you of any development or circumstance of any kind, including any change of law or fact, that may occur after the date of this opinion letter and which might affect the opinions expressed herein.

We hereby consent to the filing of this opinion letter as an exhibit to the Current Report on Form 8-K dated the date hereof filed by the Company and incorporated by reference into the Registration Statement on Form S-3 (File No. 333-221904) filed by the Company to effect the registration of the Securities under the Securities Act and to the use of our name under the heading “Legal Matters” in the prospectus and prospectus supplement constituting a part or deemed a part of such Registration Statement. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

Very truly yours,

/s/ Shearman & Sterling LLP

JD/ RDG
BN

Exhibit 25.1

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

FORM T-1

☐ **CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)**

BOKF, NA
(Exact name of trustee specified in its charter)

(Jurisdiction of incorporation of organization if not a U.S. national bank)	**73-0780382 (I.R.S. Employer Identification Number)**
Bank of Oklahoma Tower, P.O. Box 2300, Tulsa, Oklahoma (Address of principal executive offices)	**74192 (Zip Code)**

Frederic Dorwart, Lawyers PLLC, Old City Hall, 124 E 4th St, Tulsa, Oklahoma 74103-5010; (918) 583-9922
(Name, address and telephone number of agent for service)

Service Corporation International
(Exact name of obligor as specified in its charter)

Texas (State or other jurisdiction of incorporation or organization)	**74-1488375 (I.R.S. Employer Identification Number)**
1929 Allen Parkway, Houston, Texas (Address of principal executive offices)	**77019 (Zip Code)**

Service Corporation International 5.125% Senior Notes due 2029
(Title of the indenture securities)

Item 1. General Information.

Furnish the following information as to the trustee –

(a) Name and address of each examining or supervising authority to which it is subject.

See Attachment – Item 1

(b) Whether it is authorized to exercise corporate trust powers. **Yes**

Item 2. Affiliations with the obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation. **None**

Item 3. Voting securities of the trustee.

Furnish the following information as to each class of voting securities of the trustee:

N/A – See answer to Item 13

Item 4. Trusteeships under other indentures.

If the trustee is a trustee under another indenture under which any other securities, of certificates or interest or participation in any other securities, of the obligor are outstanding, furnish the following information:

N/A – See answer to Item 13

Item 5. Interlocking directorates and similar relationships with the obligor or underwriters.

If the trustee or any of the directors or executive officers of the trustee is a director, officer, partner, employee, appointee, or representative of the obligor or of any underwriter for the obligor, identify each such person having any connection and state the nature of such condition.

N/A – See answer to Item 13

Item 6. Voting securities of the trustee owned by the obligor or its officials.

Furnish the following information as to the voting securities of trustee owned beneficially by the obligor and each director, partner, and executive officer of the obligor:

N/A – See answer to Item 13

Item 7. Voting securities of the trustee owned by underwriters or their officials.

Furnish the following information as to the voting securities of the trustee owned beneficially by each underwriter for the obligor and each director, partner, and executive officer of such underwriter:

N/A – See answer to Item 13

Item 8. Securities of the obligor owned or held by the trustee.

Furnish the following information as to securities of the obligor owned beneficially or held as collateral security for obligations in default by the trustee:

N/A – See answer to Item 13

Item 9. Securities of underwriters owned or held by the trustee.

If the trustee owned beneficially or holds as collateral security for obligations in default any securities on an underwriter for the obligor, furnish the following information as to each class of securities of such underwriter any of which are so owned or held by the trustee:

N/A – See answer to Item 13

Item 10. Ownership or holdings by the trustee of voting securities of certain affiliates or security holders of the obligor.

If the trustee owns beneficially or holds as collateral security for obligations in default voting securities of a person who, to the knowledge of the trustee (1) owns 10 percent or more of the voting securities of the obligor or (2) is an affiliate, other than a subsidiary, of the obligor, furnish the following information as to the voting securities of such person:

N/A – See answer to Item 13

Item 11. Ownership or holdings by the trustee of any securities of a person owning 50 percent or more of the voting securities of the obligor.

If the trustee owns beneficially or holds as collateral security for obligations in default any securities of a person who, to the knowledge of the trustee, owns 50 percent or more of the voting securities of the obligor, furnish the following information as to each class of securities of such person an of which are so owned or held by the trustee:

N/A – See answer to Item 13

Item 12. Indebtedness of the Obligor to the Trustee.

Except as noted in the instructions, if the obligor is indebted to the trustee, furnish the following information:

N/A – See answer to Item 13

Item 13. Defaults by the Obligor.

(a) State whether there is or has been a default with respect to the securities under this indenture. Explain the nature of any such default.

None

(b) If the trustee is a trustee under another indenture under which any other securities, or certificates of interest or participation in any other securities, of the obligor are outstanding, or is trustee for more than one outstanding series of securities under the indenture, state whether there has been a default under any such indenture or series, identify the indenture or series affected, and explain the nature of any such default. **None**

Item 14. Affiliations with the Underwriters.

If any underwriter is an affiliate of the trustee, describe each such affiliation.

N/A – See answer to Item 13

Item 15. Foreign Trustee.

Identify the order or rule pursuant to which the foreign trustee is authorized to act as sole trustee under indentures qualified under the Act.

N/A - Trustee is a National Banking Association organized under the laws of the United States.

Item 16. List of exhibits.

List below all exhibits filed as a part of this statement of eligibility.

1. A copy of the articles of association of the trustee as now in effect. **Attached**

2. A copy of the certificate of authority of the trustee to commence business, if not contained in the articles of association. **Attached**

3. A copy of the authorization of the trustee to exercise corporate trust powers, if such authorization is not contained in the documents specified in paragraph (1) or (2) above. **Attached**

4. A copy of the existing bylaws of the trustee, or instruments corresponding thereto. **Attached**

5. A copy of each indenture referred to in Item 4, if the obligor is in default. **N/A**

6. The consents of United States institutional trustees required by Section 321(b) of the Act. **Attached**

7. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority. **Attached**

8. A copy of any order pursuant to which the foreign trustee is authorized to act as sole trustee under indentures qualified or to be qualified under the Act.

N/A – See answer to Item 15

9. Foreign trustees are required to file a consent to serve of process of Form F-X [§269.5 of this chapter].

N/A – See answer to Item 15

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939 the trustee, BOKF, NA, a National Banking Association organized and existing under the laws of the United States, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Tulsa, and State of Oklahoma on the 21st day of May, 2019.

BOKF, NA
(Trustee)

By: /s/ Mary Jo Wagener
Mary Jo Wagener, Vice President

Attachments to SEC Form T- 1

Item 1. General Information

(a) Name and address of each examining or supervising authority to which trustee is subject. Primary Regulator:

Office of the Comptroller of the Currency
Southwestern District
1600 Lincoln Plaza
500 North Akard Street
Suite 1600
Dallas, Texas 75201

Federal Reserve Bank of Kansas City
1 Memorial Drive
Kansas City, MO 64198

Federal Deposit Insurance Corporation
550 17th Street, N.W. Washington, DC 20429

U.S. Securities and Exchange Commission
100 F Street, N.E.
Washington, DC 20549

Item 16. List of exhibits.

1. A copy of the articles of association of the trustee as now in effect.

2. A copy of the certificate of authority of the trustee to commence business, if not contained in the articles of association.

3. A copy of the authorization of the trustee to exercise corporate trust powers, if authorization is not contained in the document specified in paragraph (1) or (2) above.

4. A copy of the existing bylaws of the trustee, or instruments corresponding thereto.

6. The consents of United States institutional trustees required by Section 321(b) of the Act.

7. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.

EXHIBIT 1

BOKF, NATIONAL ASSOCIATION
Charter No. 13679

AMENDED AND RESTATED ARTICLES OF ASSOCIATION
(As of January 1, 2011)

FIRST. The title of this Association shall be "BOKF, National Association". This Association was first organized in 1910 as The Exchange National Bank of Tulsa. In 1933 this Association was reorganized as The National Bank of Tulsa. In 1975 the name of this Association was changed to Bank of Oklahoma, National Association. In 2011, this Association was merged with other national banks owned by BOK Financial Corporation and its name changed to "BOKF, National Association".

SECOND . The main office of the Association shall be in the City of Tulsa, County of Tulsa, State of Oklahoma. The general business of the Association shall be conducted at its main office and its branches.

THIRD. The Board of Directors of this Association shall consist of not less than five nor more than twenty-five persons, the exact number to be fixed and determined from time to time by resolution of a majority of the full Board of Directors or by resolution of a majority of the holders of outstanding Common Stock at any annual or special meeting thereof. If required by applicable law, each director shall own common stock of the Association with an aggregate par value of not less than $1,000, or common stock of a bank holding company owning the Association with an aggregate par, fair market or equity value of not less than $1,000, as of either (i) the date of purchase, (ii) the date the person became a director or (iii) the date of that person's most recent election to the Board of Directors, whichever is greater.

Any vacancy in the Board of Directors may be filled by action of a majority of the remaining directors between meetings of shareholders. The Board of Directors may not increase the number of directors between meetings of shareholders to a number which: (1) exceeds by more than two the number of directors last elected by shareholders where the number was 15 or less; and (2) exceeds by more than four the number of directors last elected by shareholders where the number was 16 or more, but in no event shall the number of directors exceed 25.

Terms of directors, including directors selected to fill vacancies, shall expire at the next regular meeting of shareholders at which directors are elected, unless the directors resign or are removed from office.

Despite the expiration of a director's term, the director shall continue to serve until his or her successor is elected and qualifies or until there is a decrease in the number of directors and his or her position is eliminated.

Honorary or advisory members of the Board of Directors, without voting power or power of final decision in matters concerning the business of the Association, may be appointed by resolution of a majority of the full Board of Directors, or by resolution of shareholders at any annual or special meeting. Honorary or advisory directors shall not be counted for purposes of determining the number of directors of the Association or the presence of a quorum in connection with any Board action, and shall not be required to own qualifying shares.

FOURTH. There shall be an annual meeting of the shareholders to elect directors and transact whatever other business may be brought before the meeting. It shall be held at the main office or any other convenient place the Board of Directors may designate, on the day of each year specified therefor in the bylaws, or if that day falls on a legal holiday in the state in which the Association is located, on the next following banking day. If no election is held on the day fixed or in the event of a legal holiday, an election may be held on any subsequent day within 60 days of the day fixed, to be designated by the Board of Directors, or, if the directors fail to fix the day, by shareholders representing two-thirds of the shares issued and outstanding. In all cases at least 10 days advance notice of the meeting shall be given to the shareholders by first class mail.

In all elections of directors, the number of votes each common shareholder may cast will be determined by multiplying the number of shares he or she owns by the number of directors to be elected. Those votes may be cumulated and cast for a single candidate or may be distributed among two or more candidates in the manner selected by the shareholder. On all other questions, each common shareholder shall be entitled to one vote for each share of stock held by him or her.

Nominations for election to the Board of Directors may be made by the Board of Directors or by any stockholder of any outstanding class of capital stock of the Association entitled to vote for election of directors. Nominations other than those made by or on behalf of the existing management shall be made in writing and be delivered or mailed to the President of the Association and to the Comptroller of the Currency, Washington, D.C., not less than 14 days nor more than 50 days prior to any meeting of shareholders called for the election of directors; provided, however, that if less than 21 days' notice of the meeting is given to shareholders, such nominations shall be mailed or delivered to the President of the Association and to the Comptroller of the Currency not later than the close of business on the seventh day following the day on which the notice of meeting was mailed. Such notification shall contain the following information to the extent known to the notifying shareholder:

(1) The name and address of each proposed nominee,

(2) The principal occupation of each proposed nominee,

(3) The total number of shares of capital stock of the Association that will be voted for each proposed nominee,

(4) The name and residence address of the notifying shareholder, and

(5) The number of shares of capital stock of the Association owned by the notifying shareholder.

Nominations not made in accordance herewith may, in his/her discretion, be disregarded by the chairperson of the meeting, and in determining the vote tellers may upon directions by the chairperson disregard all votes cast for each such nominee. No bylaw may unreasonably restrict the nomination of directors by shareholders.

A director may resign at any time by delivering written notice to the Board of Directors, its chairperson, or to the Association, which resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

A director may be removed with or without cause by shareholders at a meeting called to remove him or her, when notice of the meeting stating that the purpose or one of the purposes is to remove him or her is given; provided, however, that a director may not be removed if the number of votes sufficient to elect him or her under cumulative voting is voted against his or her removal.

FIFTH. The authorized amount of capital stock of this Association shall be 750,000 shares of Common Stock of the par value of $100.00 each; but said capital stock may be increased or decreased from time to time, according to the provisions of the laws of the United States.

No holder of shares of the capital stock of any class of the Association shall have any preemptive or preferential right of subscription to any shares of any class of stock of the Association, whether now or hereafter authorized, or to any obligations convertible into stock of the Association, issued, or sold, nor any right of subscription to any thereof other than such, if any, as the Board of Directors, in its discretion, may from time to time determine and at such price as the Board of Directors, in its discretion, may from time to time fix.

Unless otherwise specified in the Articles of Association or required by law (1) all matters requiring shareholder action including amendments to the Articles of Association must be approved by holders of a majority of the outstanding voting stock, and (2) each shareholder shall be entitled to one vote per share.

Unless otherwise specified in the Articles of Association or required by law, all shares of voting stock shall be voted together as a class, on any matters requiring shareholder approval. If a proposed amendment would affect two or more classes or series in the same or a substantially similar way, all the classes or series so affected must vote together as a single voting group on the proposed amendment.

Shares of the same class or series may be issued as a dividend on a pro rata basis and without consideration. Shares of another class or series may be issued as a share dividend in respect of a class or series of stock if approved by a majority of the votes entitled to be cast by the class or series to be issued unless there are no outstanding shares of the class or series to be issued. Unless otherwise provided by the Board of Directors, the record date for determining shareholders entitled to a share dividend shall be the date the Board of Directors authorizes the share dividend.

Unless otherwise provided in the bylaws, the record date for determining shareholders entitled to notice of and to vote at any meeting is the close of business on the day before the first notice is mailed or otherwise sent to the shareholders, provided that in no event may a record date be more than 70 days before the meeting.

If a shareholder is entitled to fractional shares pursuant to a stock dividend, consolidation or merger, reverse stock split or otherwise, the Association may: (a) issue fractional shares or; (b) in lieu of the issuance of fractional shares, issue script of warrants entitling the holder to receive a full share upon surrendering enough script or warrants to equal a full share; (c) if there is an established and active market in the association's stock, make reasonable arrangements to provide the shareholder with an opportunity to realize a fair price through sale of the fraction, or purchase of the additional fraction required for a full share; (d) remit the cash equivalent of the fraction to the shareholder; or (e) sell full shares representing all the fractions at public auction or to the highest bidder after having solicited and received sealed bids from at least three licensed stock brokers; and distribute the proceeds pro rata to shareholders who otherwise would be entitled to the fractional shares. The holder of a fractional share is entitled to exercise the rights of a shareholder, including the right to vote, to receive dividends, and to participate in the assets of the Association upon liquidation, in proportion to the fractional interest. The holder of script or warrant is not entitled to any of these rights unless the script or warrants explicitly provide for such rights. The script or warrants may be subject to such additional conditions as: (1) the script or warrants will become void if not exchanged for full shares before a specified date; and (2) that the shares for which the script or warrants are exchangeable may be sold at the option of the Association and the proceeds paid to scriptholders.

The Association, at any time and from time to time, may authorize and issue debt obligations, whether or not subordinated, without the approval of the shareholders. Obligations classified as debt, whether or not subordinated, which may be issued by the Association without the approval of shareholders, do not carry voting rights on any issue, including an increase or decrease in the aggregate number of the securities, or the exchange or reclassification of all or part of securities into securities of another class or series.

SIXTH. The Board of Directors shall appoint one of its members to be Chairman of the Board, who shall perform such duties as may be designated by the Board of Directors. The Board of Directors shall have the power to appoint a President - Tulsa Regional Office, and a President - Oklahoma City Regional Office, each of whom shall perform such duties as may be designated by the Board of Directors or the Chairman of the Board. The Board of Directors shall also have the power to appoint one or more vice presidents, a secretary who shall keep minutes of the directors' and shareholders' meetings and be responsible for authenticating the records of the Association, and such other officers and employees as may be required to transact the business of this Association. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the Board of Directors in accordance with the bylaws.

The Board of Directors shall have the power to:

(1) Define the duties of the officers, employees and agents of the Association.

(2) Delegate the performance of its duties, but not the responsibility for its duties, to the officers, employees, and agents of the Association.

(3) Fix the compensation and enter into employment contracts with its officers and employees upon reasonable terms and conditions consistent with applicable law.

(4) Dismiss officers and employees.

(5) Require bonds from officers and employees and to fix the penalty thereof.

(6) Ratify written policies authorized by the Association's management or committees of the Board.

(7) Regulate the manner in which any increase or decrease of the capital of the Association shall be made, provided that nothing herein shall restrict the power of shareholders to increase or decrease the capital of the Association in accordance with law, and nothing shall raise or lower from two-thirds the percentage required for shareholder approval to increase or reduce the capital.

(8) Manage and administer the business and affairs of the Association.

(9) Adopt bylaws, not inconsistent with law or the Articles of Association, for managing the business and regulating the affairs of the Association.

(10) Amend or repeal bylaws, except to the extent that the Articles of Association reserve this power in whole or in part to shareholders.

(11) Make contracts.

(12) Generally to perform all acts that are legal for a Board of Directors to perform.

SEVENTH . The Board of Directors shall have the power to change the location of the main office to any other place within the limits of the City of Tulsa, without the approval of the shareholders, and shall have the power to establish or change the location of any branch or branches of the Association to any other location permitted under applicable law, without the approval of the shareholders, but subject in either event to approval by the Office of the Comptroller of the Currency if required by applicable law.

EIGHTH. The corporate existence of this Association shall continue until terminated according to the laws of the United States.

NINTH. The Board of Directors of this Association, or any three or more shareholders owning, in the aggregate, not less than twenty-five percent (25%) of the outstanding Common Stock of this Association, may call a special meeting of shareholders at any time. Unless otherwise provided by the bylaws or the laws of the United States, or waived by shareholders, a notice of the time, place, and purpose of every annual and special meeting of the shareholders shall be given by first-class mail, postage prepaid, mailed at least 10, and no more than 60 days, prior to the date of the meeting to each shareholder of record at his/her address as shown upon the books of this Association.

TENTH. (A) Directors of the Association shall not be personally liable to the Association or its shareholders for monetary damages for breach of fiduciary duty as a director; provided, however, that the foregoing clause shall not apply to any liability of a Director (1) for breach of the director's duty of loyalty to the Association or its shareholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (3) for the payment of unlawful dividends, or (4) for any transaction from which the director derived an improper personal benefit.

(B) The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another association, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(C) The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another Association, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association unless and only to the extent that a court of competent jurisdiction shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

(D) To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraphs (B) and (C) of this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(E) Any indemnification under paragraphs (B) and (C) of this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth therein. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum (as directed in the bylaws of the Association) consisting of directors who were not parties to such action, suit or proceeding, or (2) if such quorum is not obtainable, or even if obtainable a quorum of disinterested directors so elects, by independent legal counsel in a written opinion, or (3) by the shareholders.

(F) Expenses incurred by an officer or director in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

(G) The indemnification and advancement of expenses provided by or granted pursuant to this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

(H) The indemnification and advancement of expenses provided by or granted pursuant to this Article shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(I) By action of its Board of Directors, notwithstanding any interest of the directors in the action, the Association may purchase and maintain insurance, in such amounts as the Board of Directors deems appropriate, on behalf of any person who is or was a director, officer, employee or agent of the Association, or of any association a majority of the voting stock of which is owned by the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another association, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power or would be required to indemnify him against such liability under the provisions of this Article or any other applicable law; provided, however, that such insurance shall exclude coverage for a formal order assessing civil money penalties against a director, officer, employee or agent of the Association.

(J) The term director as used herein shall include persons serving as advisory directors, senior directors or directors emeritus or any other similar advisory capacity to the Board of Directors of the Association.

(K) Notwithstanding any provision to the contrary contained herein, the Association shall not indemnify directors, officers or employees against expenses, penalties or other payments incurred in an administrative proceeding or action instituted by an appropriate Bank regulatory agency, which proceeding or action results in a final order assessing civil money penalties or requiring affirmative action by an individual or individuals in the form of payments to the Association; provided, however that the Association shall advance expenses to a director, officer or employee incurred in connection with the defense of any such action if:

(1) The indemnitee enters into an agreement satisfactory to the Association pursuant to which the indemnitee shall reimburse any expenses advanced if (a) a final order is entered in the action assessing civil money penalties or requiring payments to the Association, or (b) if the Board of Directors of the Association finds that the indemnitee willfully misrepresented factors relevant to the Board's determination of conditions described in (2)(a) or (b) below;

(2) Prior to making any advances, the Board of the Association, in good faith, determines in writing that all of the following conditions are met: (a) the indemnitee has a substantial likelihood of prevailing on the merits; (b) in the event that the indemnitee does not prevail, he or she will have the financial capability to reimburse the Association; and (c) payment of expenses by the Association will not adversely affect Bank safety and soundness; and

(3) If at any time the Board of the Association believes, or should reasonably believe, that the conditions described in (2)(a), (2)(b) or (2)(c) are no longer met, the Association shall cease paying any such expenses.

ELEVENTH. These Articles of Association may be amended at any regular or special meeting of the shareholders by the affirmative vote of the holders of a majority of the outstanding Common Stock of this Association, unless the vote of the holders of a greater amount of stock is required by law, and in that case by the vote of the holders of such greater amount. The Association's Board of Directors may propose one or more amendments to the Articles of Association for submission to the shareholders.

/s/ Frederic Dorwart

Frederic Dorwart

EXHIBIT 2

Comptroller of the Currency

TREASURY DEPARTMENT

OF THE UNITED STATES

Washington, D. C.,

Whereas, *satisfactory evidence has been presented to the Comptroller of the Currency that Bank of Oklahoma, National Association has complied with all provisions of the statutes of the United States required to be complied with before being authorized to continue the business of banking as a National Banking Association under the new title of*

BOKF, National Association

located in ***Tulsa****, State of* ***Oklahoma****, effective* ***January 1, 2011.***

In testimony whereof*, witness my signature and seal of office* ***January 1, 2011.***

CURRENCY BUREAU · Comptroller of the Currency · TREASURY DEPARTMENT

Charter No. 13679
originally issued on April 25, 1933 .

John C. Dugan

Comptroller of the Currency

EXHIBIT 3

Office of the Comptroller of the Currency

Washington, DC 20219

CERTIFICATE OF CORPORATE EXISTENCE AND FIDUCIARY POWERS

I, Joseph Otting, Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "BOKF, National Association," Tulsa, Oklahoma Charter No. 13679), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking and exercise fiduciary powers on the date of this certificate.

IN TESTIMONY WHEREOF, today, March 25, 2019, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.

Joseph Otting

Comptroller of the Currency

EXHIBIT 4

BOKF, NATIONAL ASSOCIATION
AMENDED AND RESTATED
BYLAWS
(Adopted December 21, 1993)
(With Amendment dated May 28, 1996)
(With Amendment dated January 1, 2011)

INDEX

BOKF, NATIONAL ASSOCIATION
AMENDED AND RESTATED
BYLAWS
(Adopted December 21, 1993)
(With Amendment dated May 28, 1996)
(With Amendment dated January 1, 2011)

ARTICLE I

Main Office

The main office of the association shall be located in the City of Tulsa, County of Tulsa, State of Oklahoma. The general business of the association shall be conducted at its main office, its branches and such other offices as are permitted by the rules and regulations of the office of the Comptroller of the Currency.

ARTICLE II

Meetings of Shareholders

Section 1. Annual Meeting.

There shall be an annual meeting of the shareholders to elect directors and transact whatever other business may be brought before the meeting. It shall be held at the main office or any other convenient place the Board of Directors may designate, on the second Wednesday of April of each year, or if that day falls on a legal holiday in the state of Oklahoma, on the next following banking day. If no election is held on the day fixed or in the event of a legal holiday, an election may be held on any subsequent day within 60 days of the day fixed, to be designated by the Board of Directors, or, if the Board of Directors fail to fix the day, by shareholders representing two- thirds of the shares issued and outstanding. In all cases at least 10 days advance notice of the meeting shall be given to the shareholders by first class mail.

Section 2. Special Meetings.

The Board of Directors of this Association, or any three or more shareholders owning, in the aggregate, not less than twenty-five percent (25%) of the outstanding Common Stock of this Association, may call a special meeting of shareholders at any time. Unless waived by shareholders, a notice of the time, place, and purpose of every annual and special meeting of the shareholders shall be given by first-class mail, postage prepaid, mailed at least 10, and no more than 60 days, prior to the date of the meeting to each shareholder of record at his/her address as shown upon the books of this Association.

Section 3. Place of Meeting.

Any annual, regular or special meeting of the shareholders of the association may be held at any convenient place, either within or without the State of Oklahoma, if such place be designated by the Board of Directors in a written notice of the meeting sent to all shareholders or in a waiver of notice signed by all shareholders entitled to vote at a meeting. If no specific designation is made, the place of meeting shall be the main office of the association.

Section 4. Notice of Meeting.

Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than forty days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at his address as it appears on the stock transfer books of the association, with postage thereon prepaid. If any annual or special meeting of the shareholders be adjourned to another time or place, no notice as to such adjourned meeting need be given other than by announcement at the meeting at which such adjournment is taken; provided, however, that in the event such meeting be adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Notice of the place, day, hour and purpose of any annual or special meeting of the shareholders of the association may be waived in writing by any shareholder or by his attendance at such meeting. Such waiver may be given before or after the meeting, and shall be filed with the Secretary or entered upon the records of the meeting.

Section 5. Voting Lists.

The officer or agent having charge of the stock transfer books for shares of the association shall make, at least 48 hours before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address of, and the number of shares held by, each, which list, for a period of 24 hours prior to such meeting, shall be kept on file at the principal office of the association and shall be subject to inspection by any shareholder or person representing shares at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. Either such list, when certified by the officer or agent preparing the same, or the original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or transfer books or to vote at any meeting of shareholders. Provided, however, it shall not be necessary to prepare and produce a list of shareholders if the share ledger reasonably shows in alphabetical order by classes of shares all persons entitled to represent shares at such meeting with the number of shares entitled to be voted by each shareholder.

Section 6. Quorum.

A majority of the outstanding shares of the association entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

Section 7. Proxies.

Shareholders may vote at any meeting of the shareholders by proxies duly authorized in writing, but no officer or employee of this association shall act as proxy. Proxies shall be valid only for one meeting, to be specified therein, and any adjournments of such meeting. Proxies shall be dated and filed with the records of the meeting. Proxies with rubber stamped facsimile signatures may be used and unexecuted proxies may be counted upon receipt of a confirming telegram from the shareholder. Proxies meeting the above requirements submitted at any time during a meeting shall be accepted.

Section 8. Voting of Shares.

When a quorum is present or represented at any meeting, the vote of the holders of a majority of the shares entitled to vote, present in person or represented by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of the statutes or of the certificate of incorporation or of these bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. Voting at any annual, regular or special shareholders' meeting need not be by ballot unless demand therefor is made by a shareholder, proxy or other person present at and entitled to vote at such meeting. In all elections of directors, the number of votes each common shareholder may cast will be determined by multiplying the number of shares he or she owns by the number of directors to be elected. Those votes may be cumulated and cast for a single candidate or may be distributed among two or more candidates in the manner selected by the shareholder. On all other questions, each common shareholder shall be entitled to one vote for each share of stock held by him or her. Every fractional share of stock, if any, shall entitle its owner to the corresponding fractional vote.

Section 9. Voting of Shares by Certain Holders.

Shares standing in the name of another association shall be voted by the President of such association, or by proxy appointed by him, unless some other person, by resolution of such other association's Board of Directors, shall be appointed to vote such shares, in which case such person shall be entitled to vote the shares upon the production of a certified copy of such resolution.

Shares held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred. Provided, however, that if the instrument of transfer discloses the pledge, the transferor shall be entitled to vote such pledged shares unless, in the instrument of transfer, the pledgor shall have expressly empowered the pledgee to represent the shares. If the pledgee is thus empowered, he or his proxy shall be exclusively entitled to represent such shares. Shares of its own stock belonging to the association shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding shares at any given time, but shares of its own stock held by the association in a fiduciary capacity may be voted and shall be counted in determining the total number of outstanding shares and the actual voting power of the shareholders at any given time.

Section 10. Inspectors of Election.

In advance of any meeting of shareholders, the Board of Directors may appoint inspectors of the election to act at such meeting or any adjournment thereof. If the inspectors of the election be not so appointed, the Chairman of any such meeting may, and on the request of any shareholder or his proxy shall, make such appointment at the meeting. The number of such inspectors shall be one or three. If appointed at a meeting on the request of one or more shareholders or proxies, the majority of shares present and entitled to vote shall determine whether one or three inspectors are to be appointed. An inspector need not be a shareholder, but no person who is a candidate for an office of the association shall act as an inspector.

In case any person appointed as inspector fails to appear or fails or refuses to act, the vacancy may be filled by appointment made by the Board of Directors in advance of the convening of the meeting, or at the meeting by the person or officer acting as Chairman.

The inspectors shall first take and subscribe an oath or affirmation faithfully to execute the duties of inspectors at such meeting with strict impartiality and according to the best of their ability.

The inspectors of the election shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, the authenticity, validity and effect of proxies, receive votes or ballots, take charge of the polls, hear and determine all challenges and questions in any way arising in connection with the right to vote, count and tabulate all votes, determine the result, and do such other acts as may be proper to conduct the election or voting with fairness to all shareholders. The inspectors of the election shall perform their duties impartially, in good faith, to the best of their ability, and as expeditiously as is practical. If there be three inspectors, the decision, act or certificate of a majority shall be effective in all respects as the decision, act or certificate of all.

On request of the Chairman of the meeting, or of any shareholder or his proxy, the inspectors shall make a report in writing of any challenge or question or matter determined by them, and execute a certificate of any fact found by them. Any report or certificate made by them shall be prima facie evidence of the facts stated therein; provided, however, that any ruling by such inspectors may, upon being disputed by any shareholder, proxy or other person, present at and entitled to vote at such meeting, be appealed to the floor of the shareholders' meeting.

Section 11. Informal Action by Shareholders.

Any action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of any such corporate action without a meeting by less than unanimous written consent shall be given to those shareholders who have not consented in writing.

ARTICLE III

Directors

Section 1. Number, Tenure and Qualifications.

The number of Directors of the association shall be not less than five and not more than twenty-five, as determined from time to time by resolution of a majority of the full Board of Directors or by resolution of a majority of the holders of outstanding common stock at the annual meeting, or at a special meeting called for such purpose. Directors need not be residents of the State of Oklahoma. A Director to be qualified to take office shall be legally competent to enter into contracts. Directors, other than the initial Board of Directors, shall be elected at the annual meeting of the shareholders. Terms of directors, including directors selected to fill vacancies, shall expire at the next regular meeting of shareholders at which directors are elected, unless the directors resign or are removed from office. Despite the expiration of a director's term, the director shall continue to serve until his or her successor is elected and qualifies or until there is a decrease in the number of directors and his or her position is eliminated.

Section 2. Resignation; Removal.

A director may resign at any time by delivering written notice to the Board of Directors, its chairperson, or to the Association, which resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. A director may be removed with or without cause by shareholders at a meeting called to remove him or her, when notice of the meeting stating that the purpose or one of the purposes is to remove him or her is given; provided, however, that a director may not be removed if the number of votes sufficient to elect him or her under cumulative voting is voted against his or her removal.

Section 3. Vacancies.

Any vacancy in the Board of Directors may be filled by action of a majority of the remaining directors between meetings of shareholders. The Board of Directors may not increase the number of directors between meetings of shareholders to a number which: (1) exceeds by more than two the number of directors last elected by shareholders where the number was 15 or less; and (2) exceeds by more than four the number of directors last elected by shareholders where the number was 16 or more, but in no event shall the number of directors exceed 25.

Section 4. Quorum.

A majority of the director positions on the board shall constitute a quorum at any meeting, except when otherwise provided by law, or the bylaws, provided that a quorum may not be reduced to below one-third of the number of director positions, but at a lesser number may adjourn any meeting, from time to time, and the meeting may be held, as adjourned, without further notice. If the number of directors is reduced below the number that would constitute a quorum, no business may be transacted, except selecting directors to fill vacancies in conformance with Section 2.17.

If a quorum is present, the board of directors may take action through the vote of a majority of the directors who are in attendance.

Section 5. Compensation.

By resolution of the Board of Directors, the Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as Director. No such payment shall preclude any Director from serving the association in any other capacity and receiving compensation therefor. Members of any committee appointed by the Board of Directors may be allowed like compensation for attending committee meetings.

Section 6. General Powers.

The business and affairs of the association shall be managed and conducted and all corporate powers shall be exercised by its Board of Directors, which may exercise all such powers of the association and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these bylaws directed or required to be exercised and done by the shareholders. The Board of Directors shall elect all officers of the association and may impose upon them such additional duties and give them such additional powers not defined in these bylaws, and not inconsistent herewith, as they may determine.

Section 7. Advisory Directors.

The Board of Directors may, by resolution adopted by a majority of the entire Board, appoint one or more advisory directors who shall have no vote or authority to act and who shall provide only general policy advice to the Board. Advisory directors shall have no voting rights and shall not be counted or included as a director for quorum or any other purposes and shall not be required to own qualifying shares.

Section 8. Nomination of Directors.

Nominations for election to the Board of Directors may be made by the Board of Directors or by any stockholder of any outstanding class of capital stock of the Association entitled to vote for election of directors. Nominations other than those made by or on behalf of the existing management shall be made in writing and be delivered or mailed to the President of the Association and to the Comptroller of the Currency, Washington, D.C., not less than 14 days nor more than 50 days prior to any meeting of shareholders called for the election of directors; provided, however, that if less than 21 days notice of the meeting is given to shareholders, such nominations shall be mailed or delivered to the President of the Association and to the Comptroller of the Currency not later than the close of business on the seventh day following the day on which the notice of meeting was mailed. Such notification shall contain the following information to the extent known to the notifying shareholder:

(1) The name and address of each proposed nominee,

(2) The principal occupation of each proposed nominee,

(3) The total number of shares of capital stock of the Association that will be voted for each proposed nominee,

(4) The name and residence address of the notifying shareholder, and

(5) The number of shares of capital stock of the Association owned by the notifying shareholder.

Nominations not made in accordance herewith may, in his/her discretion, be disregarded by the chairperson of the meeting, and in determining the vote tellers may upon directions by the chairperson disregard all votes cast for each such nominee. No bylaw may unreasonably restrict the nomination of directors by shareholders.

ARTICLE IV

Meetings of the Board of Directors

Section 1. Regular Meetings.

A regular meeting of the Board of Directors shall be held without notice, at 12:00 noon on the last Tuesday of each month at the main office of the association unless the Board shall designate another date and/or place. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Oklahoma, for the holding of additional regular meetings without other notice than such resolution.

Section 2. Special Meetings.

Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board, the President or any three Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Oklahoma, as the place for holding any special meeting of the Board of Directors called by them. Meetings may be held at any time and any place without notice, if all the Directors are present or if those not present waive notice of the meeting in writing.

Section 3. Notice.

Notice of any special meeting shall be given at least three days prior thereto by written notice delivered personally or mailed to each Director at his business address, or by telegram, telecopy or telex. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage prepaid thereon. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may, in writing, waive notice of any meeting, either before or after such meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, except as required by statute or specifically provided for herein.

Section 4. Quorum.

In all meetings of the Board of Directors a majority of the director positions on the Board shall be necessary to constitute a quorum for the transaction of business, unless otherwise provided by law, by the Articles of Association or by these bylaws. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is expressly required by statute, the certificate of incorporation or by these bylaws. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 5. Special Meetings By Conference Telephone.

Members of the Board of Directors may participate in special meetings through use of conference telephone or similar communications equipment so long as all members participating in such meetings can hear one another.

ARTICLE V

Committees of the Board

Section 1. Executive Committee.

The Board may appoint from among its members an Executive Committee of such number as the Board shall deem proper. The Chairman of the Board shall be a member ex officio, but all other members shall serve during the pleasure of the Board. The Executive Committee shall have and may exercise, so far as may be permitted by law, all the authority and all the powers of the Board during intervals between meetings thereof. The Executive Committee shall keep minutes of its meetings and such minutes shall be submitted at the next regular meeting of the Board at which a quorum is present, at which time any action taken by the Board with respect thereto shall be entered in the minutes of the Board. All acts done and powers conferred by the Executive Committee from time to time shall be deemed to be, and may be certified as being done or conferred, under the authority of the Board.

The Executive Committee may determine at any time in its discretion to hold regular meetings, in which event such meetings shall be held at the time, place, and date so designated, without any notice thereof required to be given to its members. Notice of any meetings of the Executive Committee other than regular meetings shall be given to its members in a manner deemed most likely to provide them actual notice thereof, as far in advance of the time of the meeting as practicable. A majority of all members of the Executive Committee, at least two of whom shall be non-ex officio members, shall constitute a quorum for all purposes.

The Executive Committee may adopt its own rules of procedure.

Section 2. Audit Committee.

The Board shall appoint an Audit Committee, consisting of not less than three members other than active officers of the association. The Audit Committee shall, at least once every twelve months, examine the affairs of the Association, count its cash, compare its assets and liabilities with the accounts of the general ledger, and ascertain whether the accounts are correctly kept and the condition of the association corresponds therewith.

All audits and examinations described in this section may be performed by the members of the Audit Committee directly or through certified public accountants selected by the Audit Committee for such purpose and responsible solely to the Audit Committee and the Board for the results of their audits and examinations. The expenses of audits and examinations made by persons other than the Audit Committee shall be paid by the Association. The Audit Committee shall report the results of all audits and examinations in writing to the Board at its next regular meeting thereafter, and shall recommend to the Board such changes in the manner of doing business as shall seem desirable on the basis thereof. [Such report and all actions taken thereon shall be noted in the minutes of the Board.] [Note: all bracketed material is the procedure for trust examinations required by 12 C.F.R. §9.9.]

Section 3. Credit and Investment Committee.

The Board shall appoint a Credit & Investment Committee. At least three members of the Credit & Investment Committee shall be persons other than active officers of the Association. The Credit & Investment Committee shall (i) review, supervise, and recommend action to the Board in procedures for, the lending activities of the Association, (ii) review, supervise, and recommend action to the Board for, the investment activities of the Association, and (iii) review, supervise and recommend action respecting assets, asset quality, loan reviews, and regulatory examinations. The Credit and Investment Committee shall, subject to approval by the Board, adopt a charter detailing the authority, duties, memberships, quorum, and meeting schedules of the Committee. The Credit & Investment Committee shall keep minutes of its meetings, and such minutes shall be submitted at the next regular meeting of the Board at which a quorum is present, at which time any action taken by the Board with respect thereto shall be entered in the minutes of the Board.

Section 4. CRA Committee

The Board shall appoint a CRA Committee. At least three members of the CRA Committee shall be persons other than active officers of the Association. The CRA Committee shall review, supervise, and recommend action to the Board regarding the performance by the Association of its obligations under the Community Reinvestment Act. The CRA Committee shall, subject to approval by the Board, adopt a charter detailing the authority, duties, memberships, quorum, and meeting schedules of the Committee. The CRA Committee shall keep minutes of its meetings, and such minutes shall be submitted at the next regular meeting of the Board at which a quorum is present, at which time any action taken by the Board with respect thereto shall be entered in the minutes of the Board.

Section 5. Other Committees.

The Board of Directors may appoint, from time to time, from its own members, other committees of one or more persons, for such purposes and with such powers as the Board may determine. The Chairman of the Board may appoint non-director officers to such committees for the purpose of counseling with and providing information to the committee, and may remove such members at any time at his pleasure. Non-director members so appointed may be voting members of such committees, but all official actions of such committees must be approved by a majority of their director members. Meetings of such committees may be held in the absence of non- director members whenever the director members so choose. All such committees shall keep minutes of its meetings and such minutes shall be submitted at the next regular meeting of the Board at which a quorum is present, at which time any action of the Board with respect thereto shall be entered in the minutes of the Board.

Section 6. Committee Meeting by Conference Telephone.

Members of each Committee (other than the Audit Committee) may participate in meetings of those committees through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another.

ARTICLE VI

Officers

Section 1. Number.

The officers of the association shall be a Chairman of the Board, a President and Chief Executive Officer, a President - Oklahoma City, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. The Board of Directors may elect or appoint one or more Vice Presidents, and any other officers, assistant officers, managers and assistant managers of branches and agents as it shall deem necessary or desirable, who shall hold their offices for such terms as shall be determined from time to time by the Board, and shall have such authority and perform such duties as shall be determined from time to time by the Board, the Chairman of the Board or a President. Any two or more corporate offices, except those of President and Vice President, or President and Secretary, may be held by the same person; but no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument be required by law or by these bylaws to be executed, acknowledged or verified by any two or more officers.

Section 2. Election and Term of Office.

The officers of the association to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Additional officers and assistant officers may be elected or appointed by the Board of Directors during the year. Each officer shall hold office for the current year for which the board was elected and until his successor shall have been duly elected and shall have qualified, or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any vacancy occurring in the office of president shall be filled promptly by the Board of Directors.

Section 3. Qualification.

To be qualified to take office, an officer shall be legally competent to enter into contracts. Officers need not be residents of Oklahoma or of the United States. Officers need not be shareholders of the association, and only the Chairman of the Board, the President - Tulsa Regional Office and the President - Oklahoma City Regional Office need be a Director of this association.

Section 4. Removal.

Any officer or agent elected or appointed by the Board of Directors may be removed at any time by the Board of Directors whenever in its judgment the best interests of the association would be served thereby.

Section 5. Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 6. Compensation.

The compensation of all officers, assistant officers and agents of the association shall be fixed by the Board of Directors.

Section 7. Chairman of the Board.

The Board of Directors shall from its members appoint a Chairman of the Board. The Chairman of the Board of Directors shall, when present, preside at all meetings of the stockholders and Board of Directors, either annual or special. He shall be an ex officio member of any committee of Directors. He shall assist the Board of Directors in the formulation of policies to be pursued by the executive management of the association. He may sign with the Secretary or any other proper officer of the association, thereunto authorized by the Board of Directors, and deliver on behalf of the association any deeds, mortgages, bonds, contracts, powers of attorney, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the association or shall be required by law to be otherwise signed or executed. He shall perform all such other duties as are incident to his office or are properly required of him by the Board of Directors.

Section 8. President.

The President-Tulsa Regional Office shall be the President of the Association and also the chief operating officer of the Association. The President shall be the chief administrative officer of the Association. He shall, when present, and in the absence of the Chairman of the Board preside at all meetings of the Board of Directors and stockholders. He shall be ex officio a member of any committee of Directors. He shall have general and active management of the business of the association, and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall have the power to execute bonds, mortgages and other contracts requiring a seal, under the seal of the association, except where required by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the association. He shall vote any stock which may stand in the name of the association on the books of any other company. He shall have power to superintend any officers or heads of departments and to dismiss any of the subordinate employees when he shall deem proper. He shall perform such other duties and exercise such other powers as are provided in these bylaws and, in addition thereto, as are incident to his office or are properly required of him by the Board of Directors.

In the absence of the Chairman of the Board or in the event of his inability or refusal to act, the President shall perform the duties of the Chairman of the Board, and when so acting shall have all the powers of and be subject to all the restrictions upon the Chairman of the Board.

In the absence of the President, or in the event of his death, or inability or refusal to act, the President – Oklahoma City Regional Office shall perform the duties of the President, and when so acting, shall have all the power of and be subject to all the restrictions upon the President.

Section 9. President – Tulsa Regional Office.

The Board of Directors shall appoint from its members a President-Tulsa Regional Office who shall also be the chief operating officer of the Tulsa Regional Office. The President-Tulsa Regional Office shall be the chief administrative officer of the association in the area designated by the Board as covered by the Tulsa Regional Office. He shall have general and active management of the business of the Tulsa Regional Office, and shall see that all orders and resolutions of the Board of Directors with respect to such office are carried into effect. He shall have power to superintend any officers or heads of departments of the Tulsa Regional Office and to dismiss any of the subordinate employees of such office when he shall deem proper. He shall perform such other duties and exercise such other powers as are provided in these bylaws and, in addition thereto, as are incident to his office or are properly required of him by the Board of Directors.

Section 10. President – Oklahoma City Regional Office.

The Board of Directors shall appoint from its members a President-Oklahoma City Regional Office who shall also be the chief operating officer of the Oklahoma City Regional Office. The President-Oklahoma City Regional Office shall be the chief administrative officer of the association in the area designated by the Board as covered by the Oklahoma City Regional Office. He shall have general and active management of the business of the Oklahoma City Regional Office, and shall see that all matters with respect to such office are carried into effect as requested by the chief executive officer and chief operating officer of the Association. He shall perform such other duties and exercise such other powers as are provided in these bylaws and, in addition thereto, as are incident to his office or are properly assigned to him by the Board of Directors, the chief executive officer or the chief operating officer of the Association.

Section 11. Vice Presidents.

The Board may appoint one or more Vice Presidents, one or more of whom may be Executive or Senior Vice Presidents. In the absence of the President of both Regional Offices, or in the event of their deaths, or inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated at the time of their election or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President may sign, with the Secretary or an Assistant Secretary, certificates for shares of the association, and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors. Each Vice-President shall perform such other duties and exercise such other powers as are properly assigned to him by the Board of Directors or the President of the Association.

Section 12. The Secretary.

The Secretary shall: (a) Keep the minutes of the shareholders' meetings and of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these bylaws and as required by law; (c) be custodian of the corporate records and of the seal of the association and see that the seal of the association is affixed to all documents, the execution of which on behalf of the association under its seal is duly authorized; (d) keep a register of the post office address of each shareholder; (e) sign, with the President or a Vice-President, certificates for shares of the association, the allotment of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the association; (g) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 13. The Treasurer.

If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall: (a) have charge and custody of and be responsible for all funds and securities of the association, receive and give receipts for moneys due and payable to the association from any source whatsoever, and deposit all such moneys in the name of the association in such banks, trust companies or other depositories as shall be selected; and (b) in general, perform all the duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 14. Assistant Secretaries and Assistant Treasurers.

The Assistant Secretaries shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary, and may sign with the President or a Vice President, certificates for shares of the association, the allotment of which shall have been authorized by a resolution of the Board of Directors. The Assistant Treasurers shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer, and, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Secretaries and Assistant Treasurers, in general, shall perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or the Board of Directors.

ARTICLE VII

Trust Division

Section 1. Trust Division.

There shall be a division of the Association known as the Trust Division, which shall perform the fiduciary responsibilities of the Association.

The management and administration of the Trust Division and the fiduciary powers of the Board may be delegated from time to time by the Board to such persons or committees as it shall deem appropriate. The resolution or resolutions setting forth the action of the Board in this respect and any amendments thereto shall be attached to these Bylaws as Exhibit 1, and each amendment as additional exhibits hereto.

Section 2. Trust Investment Committee.

The Board may appoint from its members a trust investment committee of this association composed of three members, who shall be capable and experienced officers or directors of the association. All investments of funds held in a fiduciary capacity shall be made, retained or disposed of only with the approval of the trust investment committee, and the committee shall keep minutes of all its meetings, showing the disposition of all matters considered and passed upon by it. The committee shall, promptly after the acceptance of an account for which the association has investment responsibilities, review the assets thereof, to determine the advisability of retaining or disposing of such assets. The committee shall conduct a similar review at least once during each calendar year thereafter and within 15 months of the last such review. A report of all such reviews, together with the action taken as a result thereof, shall be noted in the minutes of the committee.

Section 3. Trust Audit Committee.

The Board shall appoint a Trust Audit Committee. All members of the Trust Audit Committee shall be persons other than active officers of the Association. [The Trust Audit Committee shall at least once during each calendar year and within 15 months of the last such audit, examine the trust division of the Association to ascertain whether fiduciary powers has been administered in accordance with law, applicable regulations of the Comptroller of the Currency, and sound fiduciary principles, or shall adopt a continuous audit system adequate to perform the identical function.] All audits and examinations described in this section may be performed by the members of the Trust Audit Committee directly or through certified public accountants selected by the Trust Audit Committee for such purpose and [responsible solely to the Trust Audit Committee and the Board for the results of their audits and examinations.] The expenses of audits and examinations made by persons other than the Trust Audit Committee shall be paid by the Association. The Trust Audit Committee shall report the results of all audits and examinations in writing to the Board at its next regular meeting thereafter, and shall recommend to the Board such changes in the manner of doing business as shall seem desirable on the basis thereof. [Such report and all actions taken thereon shall be noted in the minutes of the Board.] [Note: All bracketed material is the procedure for trust examinations required by 12 C.F.R §9.9. and shall be interpreted consistently therewith.]

Section 4. Fiduciary Files.

There shall be maintained by the association all fiduciary records necessary to assure that its fiduciary responsibilities have been properly undertaken and discharged.

Section 5. Trust Investments.

Funds held in a fiduciary capacity shall be invested according to the instrument establishing the fiduciary relationship and local law. Where such instrument does not specify the character and class of investments to be made and does not vest in the association a discretion in the matter, funds held pursuant to such instrument shall be invested in investments in which corporate fiduciaries may invest under local law.

ARTICLE VIII

Shares of Stock

Section 1. Certificates for Shares.

Certificates representing shares of the association shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary, and the corporate seal or a facsimile thereof affixed thereto. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the persons to whom the certificate is issued, the number of shares represented thereby and the date of issue shall be entered on the stock transfer books of the association. All certificates surrendered to the association for transfer shall be canceled, and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed, or mutilated certificate, a new one may be issued therefor upon such terms and indemnity to the association as the Board of Directors may prescribe.

Section 2. Transfer of Shares.

Transfer of shares of the association shall be made only on the stock transfer books of the association by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the association, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the association shall be deemed by the association to be the owner thereof for all purposes.

ARTICLE IX

Closing of Transfer Books and Fixing of Record Date

For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or the shareholders entitled to receive payment of any dividend or distribution, or the allotment of any rights, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors of the association may provide that the stock transfer books shall be closed for a stated period, not to exceed seventy days prior to the date on which the particular action requiring such determination of shareholders is to be taken. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than seventy days prior to the date on which the particular action requiring such determination of shareholders is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of the shareholders entitled to notice of or to vote at a meeting of shareholders, or of the shareholders entitled to receive payment of a dividend or distribution or allotment of rights, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend or distribution or the allotment of rights is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

ARTICLE X

Fiscal Year

The fiscal year of the association shall be fixed by resolution of the Board of Directors.

ARTICLE XI

Annual Report

The Board of Directors shall cause an annual report to be sent to the shareholders.

ARTICLE XII

Dividends

The Board of Directors may declare, and the association may pay, dividends on its outstanding shares in cash, property or its own shares, subject to the provisions of the statutes and any provision of the certificate of incorporation.

Before the payment of any dividend or other distribution of profits, there may be set aside out of any funds of the association available for such purpose such sum or sums as the Directors from time to time, in their absolute discretion, consider to be a proper reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the association, or for such other purpose as the Directors shall determine to be in the interest of the association, and the Directors may modify or abolish any such reserve in the manner in which it was created.

ARTICLE XIII

Seal

The Board of Directors shall adopt and provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the association and the words “Corporate Seal.”

ARTICLE XIV

Indemnification

The Association shall indemnify, pursuant to the provisions of the Articles of Association of the Association, as amended from time to time, any person by reason of the fact that he is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another association, partnership, joint venture, trust or other enterprise.

ARTICLE XV

Miscellaneous Provisions

Section 1. Execution of Instruments.

All agreements, indentures, mortgages, deeds, conveyances, transfers, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, proxies and other instruments or documents may be signed, executed, acknowledged, verified, delivered, or accepted on behalf of the Association by the Chairman of the Board, the Vice Chairman of the Board, the President, any Vice President, the Secretary, or the Cashier. Any such instruments may also be executed, acknowledged, verified, delivered, or accepted on behalf of the Association in such other manner and by such other officers as the Board may from time to time direct. The provisions of this Section are supplementary to any other provision of these Bylaws.

Section 2. Records.

The Articles of Association, the Bylaws, and the proceedings of all meetings of the shareholders, the Board, and standing committees of the Board shall be recorded in appropriate minute books provided for the purpose. The minutes of each meeting shall be signed by the Secretary appointed to act as Secretary of the meeting.

Section 3. Banking Hours.

The Board shall prescribe hours of business for the Association; provided, however, that the main office of the Association shall be open for business at least six hours of each day, except Saturdays, Sundays, days recognized by the laws of the State of Oklahoma as legal holidays, and such other times as may be determined by the Board. Other facilities of the Association shall be open for business for such hours and at such times as shall be prescribed from time to time by the chief executive officer of the Association, with the concurrence of the President.

Section 4. Inspection.

A copy of the bylaws, with all amendments, shall at all times be kept in a convenient place at the main office of the association, and shall be open for inspection to all shareholders during banking hours.

ARTICLE XVI

Amendments

Except to the extent the Articles of Association reserve this power in whole or in part, these bylaws may be altered or repealed, or new bylaws may be adopted by a majority vote of a quorum of the members of the Board of Directors at any annual, regular or special meeting duly convened after notice to the Directors setting out the purpose of the meeting, subject to the power of the shareholders to alter or repeal such bylaws; provided, however, the Board shall not adopt or alter any bylaw fixing their number, qualifications, classifications or terms of office, but any such bylaw may be adopted or altered only by the vote of a majority of a quorum of the shareholders entitled to exercise the voting power of the association at any annual, regular or special meeting duly convened after notice to the shareholders setting out the purpose of the meeting.

EXHIBIT 6

May 21, 2019

Securities and Exchange Committee
Washington, D.C. 20549

To whom it may concern:

In accordance with Section 321(b) of the Trust Indenture Act of 1939, as amended, the undersigned hereby consents that reports of examination made by Federal, State, Territorial, or District authorities authorized to make such examination may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Very truly yours,

BOKF, NA
(Trustee)

By: /s/ Mary Jo Wagener
Mary Jo Wagener, Vice President

EXHIBIT 7

Schedule RC - Balance Sheet

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

	Dollar amounts in thousands		
1. Cash and balances due from depository institutions (from Schedule RC-A):			1.
a. Noninterest-bearing balances and currency and coin[1]	RCON0081	842,974	1.a.
b. Interest-bearing balances[2]	RCON0071	558,880	1.b.
2. Securities:			2.
a. Held-to-maturity securities (from Schedule RC-B, column A)[3]	RCONJJ34	323,544	2.a.
b. Available-for-sale securities (from Schedule RC-B, column D)	RCON1773	9,023,816	2.b.
c. Equity securities with readily determinable fair values not held for trading[4]	RCONJA22	14,783	2.c.
3. Federal funds sold and securities purchased under agreements to resell:			3.
a. Federal funds sold	RCONB987	4,976	3.a.
b. Securities purchased under agreements to resell[5]	RCONB989	0	3.b.
4. Loans and lease financing receivables (from Schedule RC-C):			4.
a. Loans and leases held for sale	RCON5369	155,679	4.a.
b. Loans and leases held for investment	RCONB528	21,718,431	4.b.
c. LESS: Allowance for loan and lease losses	RCON3123	205,340	4.c.
d. Loans and leases held for investment, net of allowance (item 4.b minus 4.c)[7]	RCONB529	21,513,091	4.d.
5. Trading assets (from Schedule RC-D)	RCON3545	2,870,885	5.
6. Premises and fixed assets (including capitalized leases)	RCON2145	415,887	6.
7. Other real estate owned (from Schedule RC-M)	RCON2150	10,966	7.
8. Investments in unconsolidated subsidiaries and associated companies	RCON2130	206,484	8.
9. Direct and indirect investments in real estate ventures	RCON3656	0	9.
10. Intangible assets (from Schedule RC-M)	RCON2143	1,362,892	10.
11. Other assets (from Schedule RC-F)[6]	RCON2160	2,473,967	11.
12. Total assets (sum of items 1 through 11)	RCON2170	39,778,824	12.
13. Deposits:			13.
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E)	RCON2200	25,586,946	13.a.
1. Noninterest-bearing[8]	RCON6631	1,553,898	13.a.1.
2. Interest-bearing	RCON6636	24,033,048	13.a.2.
b. Not applicable			13.b.
14. Federal funds purchased and securities sold under agreements to repurchase:			14.
a. Federal funds purchased[9]	RCONB993	892,266	14.a.
b. Securities sold under agreements to repurchase[10]	RCONB995	421,556	14.b.
15. Trading liabilities (from Schedule RC-D)	RCON3548	203,001	15.
16. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M)	RCON3190	7,417,402	16.
17. Not applicable			17.
18. Not applicable			18.
19. Subordinated notes and debentures[8]	RCON3200	65,228	19.
20. Other liabilities (from Schedule RC-G)	RCON2930	865,992	20.

1. Includes cash items in process of collection and unposted debits.
2. Includes time certificates of deposit not held for trading.
3. Institutions that have adopted ASU 2016-13 should report in item 2.a, amounts net of any applicable allowance for credit losses, and should equal to Schedule RC-B, item 8, column A less Schedule RI-B, Part II, item 7, column B.
4. Item 2.c is to be completed only by institutions that have adopted ASU 2016-01, which includes provisions governing the accounting for investments in equity securities. See the instructions for further detail on ASU 2016-01.
5. Includes all securities resale agreements, regardless of maturity.
7. Institutions that have adopted ASU 2016-13 should report in item 4.c the allowance for credit losses on loans and leases.
6. Institutions that have adopted ASU 2016-13 should report in items 3.b and 11 amounts net of any applicable allowance for credit losses.
8. Includes noninterest-bearing demand, time, and savings deposits.
9. Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."
10. Includes all securities repurchase agreements, regardless of maturity.
8. Includes limited-life preferred stock and related surplus.

Dollar amounts in thousands

21. Total liabilities (sum of items 13 through 20)	RCON2948	35,452,391	21.
22. Not applicable			22.
23. Perpetual preferred stock and related surplus	RCON3838	0	23.
24. Common stock	RCON3230	82,517	24.
25. Surplus (exclude all surplus related to preferred stock)	RCON3839	2,384,734	25.
26. Not available			26.
a. Retained earnings	RCON3632	1,862,713	26.a.
b. Accumulated other comprehensive income[1]	RCONB530	-3,531	26.b.
c. Other equity capital components[2]	RCONA130	0	26.c.
27. Not available			27.
a. Total bank equity capital (sum of items 23 through 26.c)	RCON3210	4,326,433	27.a.
b. Noncontrolling (minority) interests in consolidated subsidiaries	RCON3000	0	27.b.
28. Total equity capital (sum of items 27.a and 27.b)	RCONG105	4,326,433	28.
29. Total liabilities and equity capital (sum of items 21 and 28)	RCON3300	39,778,824	29.
1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2018	RCON6724	2a	M.1.
2. Bank's fiscal year-end date (report the date in MMDD format)	RCON8678	1231	M.2.

1. Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, and accumulated defined benefit pension and other postretirement plan adjustments.
2. Includes treasury stock and unearned Employee Stock Ownership Plan shares.

Exhibit 99.1

Service Corporation International Completes Offering of $750 Million of Senior Notes

HOUSTON, May 21, 2019 — Service Corporation International (NYSE: SCI) (the "Company") announced today that it has successfully completed its previously announced public offering of $750 million aggregate principal amount of 5.125% Senior Notes due 2029. The offering was made by means of an underwritten public offering pursuant to an effective shelf registration statement filed with the Securities and Exchange Commission (the "SEC"). Wells Fargo Securities, LLC acted as the lead joint book-running manager for the offering. The Company will use net proceeds from the offering to repurchase its $425 million aggregate principal amount of 5.375% Senior Notes due 2022 pursuant to the Company's previously announced tender offer and consent solicitation, repay outstanding borrowings under its revolving credit facility, and pay related fees and expenses.

This press release does not constitute an offer to sell, nor the solicitation of an offer to buy, the securities described herein nor shall there be any sale of such securities in any state in which such offer, solicitation or sale would be unlawful.

Cautionary Statement on Forward-Looking Statements

The statements in this press release 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 results in the future to differ materially from the forward-looking statements made herein and in any other documents or oral presentations made by us, or on our behalf. Important factors, which could cause actual results to differ materially from those in forward-looking statements include, among others, the following:

- 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.
- The funeral and cemetery industry is competitive.
- 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.
- Unfavorable results of litigation could have a material adverse impact on our financial statements.
- Unfavorable publicity could affect our reputation and business.
- If the number of deaths in our markets declines, our cash flows and revenue may decrease.
- If we are not able to respond effectively to changing consumer preferences, our market share, revenue, cash flows, and/or profitability 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.
- 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.
- A number of years may elapse before particular tax matters, for which we have established accruals, are audited and finally resolved.
- 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 backlog could have a material adverse impact on our liquidity, cash flows, and financial results.

For further information on these and other risks and uncertainties, see our SEC filings, including our 2018 Annual Report on Form 10-K. Copies of this document as well as other SEC filings can be obtained from our website at www.sci-corp.com. We assume no obligation to publicly update or revise any forward-looking statements made herein or any other forward-looking statements made by us, whether as a result of new information, future events or otherwise.

About Service Corporation International

Service Corporation International (NYSE: SCI), headquartered in Houston, Texas, is North America's leading provider of deathcare products and services. At March 31, 2019, we owned and operated 1,479 funeral service locations and 482 cemeteries (of which 287 are combination locations) in 44 states, eight Canadian provinces, the District of Columbia, and Puerto Rico. Through our businesses, we market the Dignity Memorial® brand, which offers assurance of quality, value, caring service, and exceptional customer satisfaction. For more information about Service Corporation International, please visit our website at www.sci-corp.com. For more information about Dignity Memorial®, please visit www.dignitymemorial.com.

Exhibit 99.2

Service Corporation International Announces Early Results of Tender Offer and Consent Solicitation

HOUSTON, Texas, May 21, 2019 — Service Corporation International (NYSE: SCI) (the "Company"), announces today the early results for its previously announced tender offer and consent solicitation. As of 5:00 p.m., New York City time, on May 20, 2019 (the "Consent Date"), the Company had received tenders for approximately $326 million in aggregate principal amount of its outstanding 5.375% Senior Notes due 2022 (CUSIP No. 817565 BZ6 / ISIN US817565BZ69) (the "Notes") (representing approximately 77% of the Notes outstanding at the commencement of the tender offer and consent solicitation). The Company has exercised its early settlement option to accept for payment all Notes tendered on or prior to the Consent Date, which settlement will occur today concurrently with the closing of the Company's previously announced capital markets transaction.

Holders of the accepted Notes who tendered their Notes prior to the Consent Date will receive the total consideration set forth in the table below, which includes the consent payment of $30.00 per $1,000 principal amount. In addition, holders of the accepted Notes will receive accrued and unpaid interest in respect of their purchased Notes from the last interest payment date to, but not including, the payment date for such Notes.

				Per $1,000 Principal Amount		
CUSIP No.	Outstanding Principal Amount	Title of Security	Consent Date	Tender Offer Consideration	Consent Payment	Total Consideration
817565 BZ6	$425,000,000	5.375% Senior Notes due 2022	5:00 p.m., New York City time, May 20, 2019	$ 973.75	$ 30.00	$ 1,003.75

As part of the tender offer, the Company solicited consents from the holders of the Notes for authorization to eliminate certain of the restrictive covenants contained in the indenture governing the Notes (the "Proposed Amendments"). Adoption of the Proposed Amendments to the indenture required consents from holders of at least a majority in aggregate principal amount outstanding of the Notes. The Company announces today that the requisite consents were received from holders of the Notes in the consent solicitation to execute the supplemental indenture to implement the Proposed Amendments pursuant to the Offer to Purchase and Consent Solicitation Statement, dated May 7, 2019 (as amended or supplemented from time to time, the "Statement"), and the related Consent and Letter of Transmittal (as amended or supplemented from time to time, the "Letter of Transmittal" and, together with the Statement, the "Offer Documents"), and the Company has entered into a supplemental indenture, dated May 21, 2019, to the indenture governing the Notes to implement the Proposed Amendments.

The tender offer will expire at 11:59 pm, New York City time, on June 4, 2019, unless the tender offer is extended or earlier terminated (the "Expiration Time"). Under the terms of the tender offer, holders of Notes who validly tender their Notes after the Consent Date, but on or before the Expiration Time, will receive only the tender offer consideration set forth in the table below, which does not include the consent payment of $30.00 per $1,000 aggregate principal amount of Notes tendered that was payable to holders who tendered on or prior to the Consent Date:

				Per $1,000 Principal Amount
CUSIP No.	Outstanding Principal Amount	Title of Security	Expiration Time	Tender Offer Consideration
817565 BZ6	$425,000,000	5.375% Senior Notes due 2022	11:59 p.m., New York City time, June 4, 2019	$ 973.75

In addition, holders whose Notes are purchased after the Consent Date, but on or before the Expiration Time, will receive accrued and unpaid interest in respect of their purchased Notes from the last interest payment date to, but not including, the payment date for such Notes. As the withdrawal time of 5:00 p.m., New York City time, on May 20, 2019 has passed, previously tendered Notes or Notes tendered after such withdrawal time cannot be withdrawn and consents may no longer be revoked, other than in the limited circumstances set forth in the Statement.

The depository and information agent for the tender offer and the consent solicitation is D.F. King & Co., Inc. The sole dealer manager for the tender offer and solicitation agent for the consent solicitation is Wells Fargo Securities, LLC (866) 309-6316 (toll-free) and (704) 410-4759 (collect).

The Offer Documents have been distributed to holders of the Notes. Holders with questions or who would like additional copies of the Offer Documents may call the depository and information agent, D.F. King & Co., Inc., at (212) 269-5550 (collect, for banks and brokers), (888) 541-9895 (toll-free, for all others) or by e-mail at sci@dfking.com.

This news release is for informational purposes only and does not constitute an offer to buy or the solicitation of an offer to sell the Notes. The tender offer and the consent solicitation are being made only pursuant to the Offer Documents that the Company has distributed to noteholders. Noteholders and investors should read carefully the Offer Documents because they contain important information, including the various terms of and conditions to the tender offer and the consent solicitation. None of the Company, the dealer manager and the solicitation agent, the depository and information agent or their respective affiliates is making any recommendation as to whether or not holders should tender all or any portion of their Notes in the tender offer or deliver their consents in the consent solicitation. This news release does not constitute an offer to sell or a solicitation of an offer to buy any securities that may be sold pursuant to the previously announced capital markets transaction.

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- 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 backlog could have a material adverse impact on our liquidity, cash flows, and financial results.

For further information on these and other risks and uncertainties, see our Securities and Exchange Commission ("SEC") filings, including our 2018 Annual Report on Form 10-K. Copies of this document as well as other SEC filings can be obtained from our website at www.sci-corp.com. We assume no obligation to publicly update or revise any forward-looking statements made herein or any other forward-looking statements made by us, whether as a result of new information, future events or otherwise.

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