

**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 reports): **April 29, 2019**

DOMINION ENERGY SOUTH CAROLINA, INC.

(Exact name of registrant as specified in its charter)

South Carolina
(State or other jurisdiction
of incorporation)

1-3375
(Commission
File Number)

57-0248695
(IRS Employer
Identification No.)

100 SCANA Parkway
Cayce, South Carolina 29033
(Address of Principal Executive Office)

29033
(Zip Code)

Registrant's telephone number, including area code: **(803) 217-9000**

South Carolina Electric & Gas Company
(Former name or 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 (see General Instruction A.2. below)

- Written communications 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 communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications 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 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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.

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.

DOMINION ENERGY SOUTH CAROLINA, INC.
Registrant

/s/ James R. Chapman

Name: James R. Chapman
Title: Executive Vice President and
Chief Financial Officer

Date: April 29, 2019

**DOMINION ENERGY SOUTH CAROLINA, INC.
AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

ARTICLE I
NAME

- 1.1 The name of the corporation is Dominion Energy South Carolina, Inc. (hereinafter referred to as the “Company”).

ARTICLE II
PURPOSE

2.1 The Company is organized to manufacture, generate, transmit, distribute, purchase and sell, both at wholesale and at retail, electricity and gas, to engage in any lawful business not required by the South Carolina Business Corporation Act of 1988, as amended from time to time, to be stated in these Articles of Incorporation, and shall enjoy all of the powers set forth in the charter or articles of incorporation, as amended, of each and every other predecessor.

ARTICLE III
AUTHORIZED SHARES

3.1 Number and Designation. The Company is authorized to issue two classes of shares designated, respectively, as “common shares” and “preferred shares.” The total number of shares that the Company has authority to issue is 70,000,000, consisting of (i) 20,000,000 preferred shares (“Preferred Shares”) and (ii) 50,000,000 common shares (“Common Shares”). The relative rights, preferences, and limitations of the shares of each class, and of each series within a class, are as follows:

(i) Common Shares.

(a) No Par Value. The Common Shares shall not have a par value.

(b) Distribution Rights. Holders of Common Shares shall be entitled to receive distributions when, as and if declared by the Board of Directors out of funds legally available therefor, whether in the form of cash, property or securities of the Company, ratably on a per-share basis. The rights of the holders of Common Shares to receive distributions are subject to the rights of any Preferred Shares then outstanding.

(c) Voting Rights. Except as otherwise provided in these Articles of Incorporation with respect to the Preferred Shares or as otherwise required by applicable law, the holders of Common Shares shall vote as a single class on all matters to be voted on by the shareholders of the Company, with each Common Share entitling its holder to one vote on each such matter except as provided by applicable law.

(d) Liquidation. Subject to the rights of any Preferred Shares then outstanding, in the event of any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, the remaining assets and funds of the Company available for distribution, if any, shall be distributed among the holders of Common Shares in proportion to the number of Common Shares held by each of them.

(ii) Preferred Shares. Subject to any limitations prescribed by applicable law and the provisions of these Articles of Incorporation, the Board of Directors or its designee or designees may determine, in whole or part, the preferences, limitations and relative rights of one or more series of Preferred Shares before the issuance of any shares of that series. Each such series must be given a distinguishing designation. Before issuing any shares of a series of Preferred Shares, the Company must deliver to the South Carolina Secretary of State for filing articles of amendment or restated Articles of Incorporation providing for such series in accordance with applicable law.

The Board of Directors of the Company has designated the following series of Preferred Shares:

(a) Series A Nonvoting Preferred Shares.

(1) Number and Designation. 1,000 of the Preferred Shares shall constitute a series designated as “Series A Nonvoting Preferred Shares” (the “Series A Preferred Shares”).

(2) Rank. The Series A Preferred Shares shall, with respect to distributions and rights on liquidation, dissolution and winding-up, rank: (A) on a parity with Common Shares and each other class and series of shares of the Company, the terms of which expressly provide that such class or series shall rank on a parity with the Series A Preferred Shares as to distributions or rights on liquidation, dissolution and winding-up (collectively referred to as “Parity Securities”); and (B) junior to each class or series of shares of the Company, the terms of which expressly provide that such class or series shall rank senior to the Series A Preferred Shares as to dividend rights and rights on liquidation, dissolution and winding-up of the Company.

(3) No Par Value. The Series A Preferred Shares shall not have a par value.

(4) Distribution Rights. Holders of Series A Preferred Shares shall be entitled to receive distributions when, as and if declared by the Board of Directors out of funds legally available therefor, whether in the form of cash, property or securities of the Company, ratably on a per-share basis. The rights of the holders of Series A Preferred Shares to receive distributions are subject to the rights of each other series of Preferred Shares then outstanding.

(5) Voting Rights. Except as otherwise required by applicable law, Series A Preferred Shares shall not entitle their holders to

any voting rights with respect to the Company.

(6) Liquidation. Subject to the rights of any other series of Preferred Shares then outstanding, in the event of any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, the remaining assets and funds of the Company available for distribution, if any, shall be distributed among the holders of Series A Preferred Shares and Parity Securities in proportion to the number of Series A Preferred Shares and Parity Securities held by each of them.

3.2 Preemptive Rights. The Company elects not to have preemptive rights except as otherwise expressly provided in these Articles of Incorporation.

ARTICLE IV REGISTERED OFFICE AND REGISTERED AGENT

4.1 The name of the Company's registered agent is Corporation Service Company. The Company's registered office address, which is the business address of the registered agent, is 1703 Laurel Street, Columbia, South Carolina 29201. The registered office is physically located in the County of Richland.

ARTICLE V LIMIT ON LIABILITY AND INDEMNIFICATION

5.1 Definitions. For purposes of this Article the following definitions shall apply:

(i) "Company" means the Company and no other predecessor entity or other legal entity;

(ii) "expenses" include counsel fees, expert witness fees, and costs of investigation, litigation and appeal, as well as any amounts expended in asserting a claim for indemnification;

(iii) "liability" means the obligation to pay a judgment, settlement, penalty, fine, or other such obligation, including, without limitation, any excise tax assessed with respect to an employee benefit plan;

(iv) "legal entity" means a corporation, partnership, joint venture, trust, employee benefit plan or other enterprise;

(v) "predecessor entity" means a legal entity the existence of which ceased upon its acquisition by the Company in a merger or otherwise; and

(vi) "proceeding" means any threatened, pending, or completed action, suit, proceeding or appeal whether civil, criminal, administrative or investigative and whether formal or informal.

5.2 Limit on Liability. In every instance in which the South Carolina Business Corporation Act of 1988, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of directors or officers of a corporation to the corporation or its shareholders, the directors and officers of this Company shall not be liable to the Company or its shareholders.

5.3 Indemnification of Directors and Officers. The Company shall indemnify any individual who is, was or is threatened to be made a party to a proceeding (including a proceeding by or in the right of the Company) because such individual is or was a director or officer of the Company or because such individual is or was serving the Company, or any other legal entity in any capacity at the request of the Company while a director or officer of the Company, against all liabilities and reasonable expenses incurred in the proceeding except such liabilities and expenses as are incurred because of such individual's willful misconduct, or knowing violation of the criminal law. Service as a director or officer of a legal entity controlled by the Company shall be deemed service at the request of the Company. The determination that indemnification under this Section 5.3 is permissible and the evaluation as to the reasonableness of expenses in a specific case shall be made, in the case of a director, as provided by law, and in the case of an officer, as provided in Section 5.4 of this Article; provided, however, that if a majority of the directors of the Company has changed after the date of the alleged conduct giving rise to a claim for indemnification, such determination and evaluation shall, at the option of the person claiming indemnification, be made by special legal counsel agreed upon by the Board of Directors and such person. Unless a determination has been made that indemnification is not permissible, the Company shall make advances and reimbursements for expenses incurred by a director or officer in a proceeding upon receipt of an undertaking from such director or officer to repay the same if it is ultimately determined that such director or officer is not entitled to indemnification. Such undertaking shall be an unlimited, unsecured general obligation of the director or officer and shall be accepted without reference to such director's or officer's ability to make repayment. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that a director or officer acted in such a manner as to make such director or officer ineligible for indemnification. The Company is authorized to contract in advance to indemnify and make advances and reimbursements for expenses to any of its directors or officers to the same extent provided in this Section 5.3.

5.4 Indemnification of Others. The Company may, to a lesser extent or to the same extent that it is required to provide indemnification and make advances and reimbursements for expenses to its directors and officers pursuant to Section 5.3, provide indemnification and make advances and reimbursements for expenses to its employees and agents, the directors, officers, employees and agents of its subsidiaries and predecessor entities, and any person serving any other legal entity in any capacity at the request of the Company, and may contract in advance to do so. The determination that indemnification under this Section 5.4 is permissible, the authorization of such indemnification and the evaluation as to the reasonableness of expenses in a specific case shall be made as authorized from time to time by general or specific action of the Board of Directors, which action may be taken before or after a claim for indemnification is made, or as otherwise provided by law. No person's rights under Section 5.3 of this Article shall be limited by the provisions of this Section 5.4.

5.5 Miscellaneous. The rights of each person entitled to indemnification under this Article shall inure to the benefit of such person's heirs, executors and administrators. Special legal counsel selected to make determinations under this Article may be counsel for the Company. Indemnification pursuant to this Article shall not be exclusive of any other right of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the Company and indemnification under policies of insurance purchased and maintained by the Company or

others. However, no person shall be entitled to indemnification by the Company to the extent such person is indemnified by another, including an insurer. The Company is authorized to purchase and maintain insurance against any liability it may have under this Article or to protect any of the persons named above against any liability arising from their service to the Company or any other legal entity at the request of the Company regardless of the Company's power to indemnify against such liability. The provisions of this Article shall not be deemed to preclude the Company from entering into contracts otherwise permitted by law with any individuals or legal entities, including those named above. If any provision of this Article or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of this Article, and to this end the provisions of this Article are severable.

5.6 Amendments. No amendment, modification or repeal of this Article shall diminish the rights provided hereunder to any person arising from conduct or events occurring before the adoption of such amendment, modification or repeal.

5.7 Prior Rights. The amendment and restatement of these Articles of Incorporation shall not reduce or eliminate any rights relating to (i) exculpation of directors, (ii) limitation of liability of directors and officers, (iii) advancement of expenses or (iv) indemnification that were provided prior to the effective time of the merger pursuant to that certain Agreement and Plan of Merger, dated as of January 2, 2018 by and among Dominion Energy, Inc., Sedona Corp. and SCANA Corporation ("SCANA"), the Company's parent (the "Merger Agreement"), by SCANA to any then-current or former director or officer of SCANA or its subsidiaries. The Company will not amend, replace or otherwise modify provisions relating to item (i)-(iv) in the preceding sentence, except for in compliance with Section 5.08(b) of the Merger Agreement.

ARTICLE VI DIRECTORS

6.1 The number of directors of the Company shall be fixed by the bylaws.

DOMINION ENERGY SOUTH CAROLINA, INC.

AMENDED AND RESTATED BYLAWS

EFFECTIVE APRIL 29, 2019

DOMINION ENERGY SOUTH CAROLINA, INC.
A South Carolina Corporation

AMENDED AND RESTATED BYLAWS

ARTICLE I
MEETINGS OF SHAREHOLDERS

1.1 Place and Time of Meetings . Meetings of shareholders shall be held at such place, either within or without the State of South Carolina, and at such time as may be provided in the notice of the meeting and approved by the Chairman of the Board of Directors (the "Chairman"), the President or the Board of Directors.

1.2 Presiding Officer; Secretary. The Chairman shall preside over all meetings of the shareholders. If he or she is not present, or if there is none in office, the President or a Vice President shall preside, or, if none be present, a Chairman shall be elected by the meeting. The Secretary of the Company shall act as secretary of all the meetings, if present. If he or she is not present, the Chairman shall appoint a secretary of the meeting.

1.3 Annual Meeting. The annual meeting of shareholders shall be held on the third Tuesday in May of each year or on such date as may be designated by resolution of the Board of Directors from time to time for the purpose of electing directors and conducting such other business as may properly come before the meeting.

1.4 Special Meetings. Special meetings of the shareholders may be called by the Chairman, the President or the Board of Directors and shall be called by the Secretary upon demand of share-holders as required by law. Only business within the purpose or purposes described in the notice for a special meeting of shareholders may be conducted at the meeting.

1.5 Record Dates. The record date for determining shareholders entitled to demand a special meeting is the date the first shareholder signs the demand that the meeting be held.

Except as is provided in the preceding paragraph the Board of Directors may fix, in advance, a record date to make a determination of shareholders for any purpose, such date to be not more than 70 days before the meeting or action requiring a determination of shareholders. If no such record date is set for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or for the determination of shareholders entitled to receive payment of a dividend, then the record date shall be the close of business on the day before the date on which the first notice is given or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be.

When a determination of shareholders entitled to notice of or to vote at any meeting of shareholders has been made, such determination shall be effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

1.6 Notice of Meetings. Written notice stating the place, day and hour of each meeting of shareholders and, in case of a special meeting, the purpose or purposes for which the meeting is called shall be given not less than 10 nor more than 60 days before the date of the meeting (except when a different time is required in these Bylaws or by law) either personally or by mail, electronic mail, telecopy facsimile or other form of wire or wireless communication, or by private courier to each shareholder of record entitled to vote at such meeting and to such nonvoting shareholders as may be required by law. If mailed, such notice shall be deemed to be effective when deposited in first class United States mail with postage thereon prepaid and addressed to the shareholder at his or her address as it appears on the share transfer books of the Company. If given in any other manner, such notice shall be deemed to be effective (i) when given personally, by telephone or other oral communication and (ii) when received for written notices sent by a method other than by United States mail (as described in the preceding sentence).

If a meeting is adjourned to a different date, time or place, notice need not be given if the new date, time or place is announced at the meeting before adjournment. However, if a new record date for an adjourned meeting is fixed, notice of the adjourned meeting shall be given to shareholders as of the new record date unless a court provides otherwise.

1.7 Waiver of Notice; Attendance at Meeting. A shareholder may waive any notice required by law, the Articles of Incorporation or these Bylaws before or after the date and time of the meeting that is the subject of such notice. The waiver shall be in writing or reproduced from an electronic transmission, be signed by the shareholder entitled to the notice and be delivered to the Secretary for inclusion in the minutes or filing with the corporate records.

A shareholder's attendance at a meeting (i) waives objection to lack of notice or defective notice of the meeting unless the shareholder, at the beginning of the meeting, objects to holding the meeting or transacting business at the meeting and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice unless the shareholder objects to considering the matter when it is presented.

1.8 Quorum and Voting Requirements. Unless otherwise required by law, a majority of the votes entitled to be cast on a matter constitutes a quorum for action on that matter. Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or shall be set for that adjourned meeting. If a quorum exists, action on a matter, other than the election of directors, is approved if the votes cast favoring the action exceed the votes cast opposing the action unless a greater or different number of affirmative votes is required by law or the Articles of Incorporation or these Bylaws. Directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. Less than a quorum may adjourn a meeting.

1.9 Action Without Meeting. Action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting and without action by the Board of Directors if the action is taken by all the shareholders entitled to vote on the action. The action shall be evidenced by one or more written consents describing the action taken, signed by all the shareholders entitled to vote on the action and delivered to the Secretary for inclusion in the minutes or filing

with the corporate records. The form of written consent may include an electronic transmission. Action taken by unanimous consent shall be effective according to its terms when all consents are in the possession of the Company unless the consent specifies a different effective date, in which event the action taken shall be effective as of the date specified therein provided that the consent states the date of execution by each shareholder. A shareholder may withdraw a consent only by delivering a written notice of withdrawal to the Company prior to the time that all consents are in the possession of the Company.

If not otherwise fixed pursuant to the provisions of Section 1.5, the record date for determining shareholders entitled to take action without a meeting is the date the first shareholder signs the consent described in the preceding paragraph.

1.10 Inspectors of Election. The Chairman of the meeting may appoint one or more inspectors of election to determine the qualifications of voters, the validity of proxies and the results of ballots.

ARTICLE II DIRECTORS

2.1 General Powers. The Company shall have a Board of Directors. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors, subject to any limitation set forth in the Articles of Incorporation, and so far as this delegation of authority is not inconsistent with the laws of the State of South Carolina, with the Articles of Incorporation or with these Bylaws.

2.2 Number, Term and Qualification. The number of directors of the Company may be fixed or changed from time to time by resolution of the Board of Directors but shall not be less than one (1) nor more than ten (10) directors. A decrease in the number of directors shall not shorten the term of any incumbent director. Each director shall hold office until his or her death, resignation, retirement or removal or until his or her successor is elected. Directors are not required to be residents of the State of South Carolina.

2.3 Removal; Vacancies. The shareholders may remove one or more directors, with or without cause, if the number of votes cast for such removal exceed the number of votes cast against removal. A director may be removed by the shareholders only at a meeting called for the purpose of removing him or her and the meeting notice must state that the purpose, or one of the purposes of the meeting, is removal of the director.

A vacancy on the Board of Directors, including a vacancy resulting from the removal of a director or an increase in the number of directors, may be filled by (i) the shareholders, (ii) the Board of Directors or (iii) the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors and may, in the case of a resignation that will become effective at a specified later date, be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

2.4 Annual and Regular Meetings. An annual meeting of the Board of Directors, which shall be considered a regular meeting, shall be held immediately following each annual meeting of shareholders for the purpose of electing officers and carrying on such other business as may properly come before the meeting. The Board of Directors may also adopt a schedule of additional meetings which shall be considered regular meetings. Regular meetings shall be held at such times and at such places, within or without the State of South Carolina, as the Chair-man, the President or the Board of Directors shall designate from time to time. If no place is designated, regular meetings shall be held at the principal office of the Company.

2.5 Special Meetings. Special meetings of the Board of Directors may be called by the Chairman, the President or a majority of the directors of the Company and shall be held at such times and at such places, within or without the State of South Carolina, as the person or persons calling the meetings shall designate. If no such place is designated in the notice of a meeting, it shall be held at the principal office of the Company.

2.6 Notice of Meetings. No notice need be given of regular meetings of the Board of Directors.

Notices of special meetings of the Board of Directors shall be given to each director in person or delivered to his or her residence or business address (or such other place as he may have directed in writing) not less than twenty-four (24) hours before the meeting by mail, electronic mail, messenger, telecopy facsimile -or other means of written communication or by telephoning such notice to him or her. Any such notice shall be given by the Secretary, the directors or the officer calling the meeting and shall set forth the time and place of the meeting and state the purpose for which it is called.

2.7 Waiver of Notice; Attendance at Meeting. A director may waive any notice required by law, the Articles of Incorporation or these Bylaws before or after the date and time stated in the notice and such waiver shall be equivalent to the giving of such notice. Except as provided in the next paragraph of this section, the waiver shall be in writing or reproduced from an electronic transmission, signed by the director entitled to the notice and filed with the minutes or corporate records.

A director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the director, at the beginning of the meeting or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

2.8 Quorum; Voting. A majority of the number of directors fixed in accordance with these Bylaws shall constitute a quorum for the trans-action of business at a meeting of the Board of Directors. If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present is the act of the Board of Directors except as otherwise provided by law, the Articles of Incorporation or these Bylaws. A director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is considered to have assented to the action taken unless: (1) he or she objects at the beginning of the meeting (or promptly upon his or her arrival) to holding it or transacting business at the meeting; (2) his or her dissent or abstention from the action taken is entered in the minutes of the meeting; or (3) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

2.9 Telephonic Meetings. The Board of Directors may permit any or all directors to participate in a regular or special meeting by or conduct the meeting through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting. A direc-tor participating in a meeting by this means is deemed to be present in person at the meeting.

2.10 Action Without Meeting. Action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if the action is taken by all members of the Board. The action shall be evidenced by one or more written consents stating the action taken, signed by each director either before or after the action is taken and included in the minutes or filed with the corporate records. The form of written consent may include an electronic transmission. Action taken under this section shall be effective when the last director signs the consent unless the consent specifies a different effective date, in which event the action taken is effective as of the date specified therein, provided the consent states the date of execution by each director.

2.11 Compensation. The Board of Directors may fix the compensation of directors and may provide for the payment of all expenses incurred by them in attending meetings of the Board of Directors.

ARTICLE III OFFICERS

3.1 Officers . The officers of the Company shall be a President and a Secretary and, in the discretion of the Board of Directors, a Chairman of the Board of Directors, one or more Vice Presidents, a Treasurer and such other officers as may be deemed necessary or advisable to carry on the business of the Company. Any two or more offices may be held by the same person unless otherwise required by law. The Board of Directors may designate the Chief Executive Officer.

3.2 Election; Term. Officers shall be elected at the annual meeting of the Board of Directors and may be elected at such other time or times as the Board of Directors shall determine. They shall hold office, unless removed, until the next annual meeting of the Board of Directors or until their successors are elected. Any officer may resign at any time upon written notice to the Board of Directors and such resignation shall be effective when notice is delivered unless the notice specifies a later effective date. Vacancies among the officers shall be filled by a vote of the Board of Directors.

3.3 Removal of Officers. The Board of Directors may remove any officer at any time, with or without cause.

3.4 Duties of Officers. The President and the other officers shall have such powers and duties as generally pertain to their respective offices as well as such powers and duties as may be delegated to them from time to time by the Board of Directors. The President and each Vice President shall have authority to sign certificates for shares of stock, bonds, deeds and all manner of contracts necessary, expedient in or incident to the conduct of the Company's business and to delegate such authority in accordance with the Company's policies and procedures, in such manner as may be approved by the President.

3.5 Southeast Energy Group Officers. In its discretion, the Board of Directors may also appoint one or more officers whose title is preceded by Dominion Energy Southeast Services, Dominion Energy Southeast Energy Group, Dominion Energy South Carolina, Dominion Energy North Carolina, or Dominion Energy Georgia (the "Southeast Energy Group officers"). The Southeast Energy Group officers shall be appointed at the annual meeting of the Board of Directors and may be appointed at such other time or times as the Board of Directors shall determine. The Board of Directors may remove any Southeast Energy Group officer at any time, with or without cause. The Southeast Energy Group officers shall have such powers and duties as may be delegated to them from time to time by the Board of Directors or a President or Vice President of the Company.

ARTICLE IV SHARE CERTIFICATES

4.1 Entitlement. Every shareholder shall be entitled to a certificate or certificates for shares of record owned by him or her in such form as may be prescribed by the Board of Directors. Such certificates shall be signed by the President or a Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary.

4.2 Authorization to Issue. Notwithstanding the foregoing, the Board of Directors may authorize the issue of some or all of the shares of any or all of its classes or series without certificates. Within a reasonable time after the issue or transfer of shares without certificates, the Company shall send the shareholder a written statement of the information required on certificates by the South Carolina Business Corporation Act of 1988, as amended, or other applicable law.

4.3 Transfer of Shares. Shares may be transferred by delivery of the certificate accompanied either by an assignment in writing on the back of the certificate or by a written power of attorney to sell, assign and transfer the same on the books of the Company, signed by the person appearing from the certificate to be the owner of the shares represented thereby, and shall be transferable on the books of the Company upon surrender thereof so assigned or endorsed. The person registered on the books of the Company as the owner of any shares shall be entitled exclusively, as the owner of such shares, to receive dividends and to vote in respect thereof.

ARTICLE V MISCELLANEOUS PROVISIONS

5.1 Voting of Shares Held. Unless the Board of Directors shall otherwise provide, the Chairman of the Board of Directors, the President, any Vice President, or the Secretary may from time to time appoint one or more attorneys-in-fact or agents of the Company, in the name and on behalf of the Company, to cast the votes that the Company may be entitled to cast as a shareholder or otherwise in any other corporation, any of whose stock or securities of which may be held by the Company, at the meeting of the holders of any such other corporation, or to consent in writing to any action by any such other corporation, and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent, and may execute or cause to be executed on behalf of the Company such written proxies, consents, waivers of other instruments as he or she may deem necessary or proper; or either the Chairman of the Board of Directors, the President or the Secretary may himself or herself attend any meeting of the shareholders of any such other corporation and thereat vote or exercise any or all other powers of the Company as the shareholder of such other corporation.

5.2 Corporate Seal. In the discretion of the officers, the Company may have a corporate seal. If created, the corporate seal of the Company shall consist of a flat-faced circular die, of which there may be any number of counterparts, on which there shall be engraved the word "Seal" and the name of the Company.

5.3 Fiscal Year. The fiscal year of the Company shall be determined in the discretion of the Board of Directors, but in the absence of any such determination it shall be the calendar year.

5.4 Amendments. These Bylaws may be amended or repealed, and new Bylaws may be made at any regular or special meeting of the Board of Directors. Bylaws made by the Board of Directors may be repealed or changed and new Bylaws may be made by the shareholders, and the shareholders may prescribe that any Bylaw made by them shall not be altered, amended or repealed by the Board of Directors.

5.5 Prior Rights. No provision in these Bylaws shall reduce or eliminate any rights relating to (i) exculpation of directors, (ii) limitation of liability of directors and officers, (iii) advancement of expenses or (iv) indemnification that were provided prior to the Effective Time (as defined in that certain Agreement and Plan of Merger, dated as of January 2, 2018, by and among Dominion Energy, Inc., Sedona Corp. and SCANA Corporation (the "Merger Agreement")) by SCANA Corporation or any of its subsidiaries to any then-current or former director or officer of SCANA Corporation or any of its subsidiaries. The Company will not amend, replace or otherwise modify provisions relating to items in (i)-(iv) in the preceding sentence, except in compliance with Section 5.08(b) of the Merger Agreement.