

**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) February 5, 2019

Commission File Number	Registrant, State of Incorporation, Address and Telephone Number	I.R.S. Employer Identification No.
1-8809	SCANA Corporation (a South Carolina corporation)	57-0784499
1-3375	South Carolina Electric & Gas Company (a South Carolina corporation) 100 SCANA Parkway, Cayce, South Carolina 29033 (803) 217-9000	57-0248695

(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 (*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 (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.

DISCLOSURES PROVIDED ON BEHALF OF SCANA CORPORATION AND
SOUTH CAROLINA ELECTRIC & GAS COMPANY

Item 1.02. Termination of a Material Definitive Agreement

On February 5, 2019, South Carolina Fuel Company, Inc. (“SCFC”) terminated the \$500,000,000 Second Amended and Restated Five-Year Credit Agreement, dated as of December 17, 2015, as amended, by and among SCFC, Wells Fargo Bank, National Association, as Swingline Lender and Agent, Bank of America, N.A. and Morgan Stanley Senior Funding, Inc., as Co-Syndication Agents, Branch Banking and Trust Company, Credit Suisse AG, Cayman Islands Branch, JPMorgan Chase Bank, N.A., Mizuho Bank, LTD., MUFG Union Bank, N.A., TD Bank, N.A. and UBS Securities LLC, as Documentation Agent, and the lenders identified therein (the “Credit Agreement”), effective February 8, 2019. The Credit Agreement was available to SCFC to be used for general corporate purposes. SCFC elected to terminate the Credit Agreement because it determined it no longer required the Credit Agreement to meet its financing needs.

A summary of the terms of the Credit Agreement may be found in the Current Report on Form 8-K filed by SCANA Corporation (the “Company”) and South Carolina Electric & Gas Company on December 22, 2015, which summary is incorporated herein by reference.

DISCLOSURES PROVIDED ON BEHALF OF SCANA CORPORATION ONLY

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

On February 1, 2019, the Board of Directors (the “Board”) of the Company approved an amendment and restatement of the Company’s Amended and Restated Articles of Incorporation (as amended and restated, the “Articles of Incorporation”), to, among other changes, remove the requirement that the Board be classified, subject to the approval of shareholders of the Company. The approval of the shareholders of the Company was received by unanimous written consent on February 1, 2019.

The Articles of Incorporation were filed with and accepted by the State of South Carolina Secretary of State on February 6, 2019 and became effective on that same date.

The foregoing is a brief description of the amendments to the Articles of Incorporation and is qualified in its entirety by reference to the full text of the Articles of Incorporation, which is filed herewith as Exhibit 3.1 and incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits

Applicable to

South Carolina
Electric & Gas
Company

Exhibit	SCANA Corporation	Company	Description
3.1	X		Amended and Restated Articles of Incorporation of SCANA Corporation (filed herewith).

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, each of the registrants has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized. The signature of each registrant shall be deemed to relate only to disclosures provided on behalf of such registrant.

**SCANA CORPORATION
SOUTH CAROLINA ELECTRIC & GAS COMPANY
Registrants**

/s/ James R. Chapman

James R. Chapman
Executive Vice President and
Chief Financial Officer

Date: February 8, 2019

**SCANA CORPORATION
AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

ARTICLE I
NAME

1.1 The name of the corporation is SCANA Corporation (hereinafter referred to as the "Company").

ARTICLE II
PURPOSE

2.1 The Company is organized to acquire, own and/or sell capital stock and other interests in other companies, including, but not limited to public utilities, and 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.

ARTICLE III
AUTHORIZED SHARES

3.1 Number and Designation. The aggregate number and designation of shares that the Company shall have authority to issue is 1,000 Common Shares without par value.

3.2 Preemptive Rights. No holder of outstanding shares shall have any preemptive right with respect to (i) any shares of any class of the Company, whether now or hereafter authorized, (ii) any warrants, rights or options to purchase any such shares, or (iii) any obligations convertible into any such shares or into warrants, rights or options to purchase any such shares.

3.3 Voting; Distribution. The holders of the Common Shares shall have unlimited voting rights and are entitled to receive distributions, including dividends, when declared by the Board of Directors, and the net assets of the Company upon the liquidation, dissolution or winding up of the affairs of the Company.

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 its predecessor Sedona Corp. only 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 the Company (the "Merger Agreement") by the Company to any then-current or former director or officer of the Company 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. Such prior rights include a limitation of liability provision included in the Articles of Incorporation of the Company prior to the effectiveness of this amendment and restatement of the Articles of Incorporation and such provision shall remain in effect as modified herein: No director of the Company shall be personally liable to the Company or its shareholders for monetary damages for breach of his or her fiduciary duty as a director occurring after May 22, 1989; provided, however, the foregoing shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Company or its shareholders; (ii) for acts or omissions not in good faith or which involve gross negligence, intentional misconduct, or a knowing violation of law; (iii) imposed for unlawful distributions as set forth in section 33-8-330 of the South Carolina Business Corporations Act of 1988, as amended from time to time, or (iv) for any transaction from which the director derived an improper personal benefit. This provision shall eliminate or limit the liability of a director only to the maximum extent permitted from or the time to time by the South Carolina Business Corporations Act of 1988, as amended from time to time, or any successor law or laws. Any repeal or modification of the foregoing protection by the shareholders of the Company shall not adversely affect any right or protection of a director of the Company existing at the time of such repeal or modification.

ARTICLE VI DIRECTORS

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