SCANA CORP
Form 424B5
May 13, 2010

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Filed pursuant to Rule 424(b)(3)
Registration Statement No. 333-163075

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Proposed maximum aggregate offering price	Amount of registration fee(1)
Common Stock	$304,232,500	$21,692

(1) The filing fee of $21,692 is calculated in accordance with Rule 457(r) of the Securities Act of 1933. Pursuant to Rule 457(p) under the Securities Act of 1933, filing fees of $77,053 were previously paid with respect to unsold securities registered pursuant to a Registration Statement on Form S-3 (File No. 333-127370) filed by SCANA Corporation (SCANA) on August 10, 2005, and a Registration Statement on Form S-3 (File No. 333-108760) filed by South Carolina Electric & Gas Company (a wholly-owned subsidiary of SCANA) on September 12, 2003, of which $23,486 remains available for future registration fees. Those fees have been carried forward for application in connection with offerings under the below-referenced Registration Statement. Pursuant to Rule 457(p) under the Securities Act of 1933, after application of the $21,692 registration fee due for this offering, $1,794 will remain available for future registration fees. No additional registration fee has been paid with respect to this offering. This "Calculation of Registration Fee" table shall be deemed to update the "Calculation of Registration Fee" table in SCANA's Registration Statement on Form S-3 (File No. 333-163075), which was filed on November 12, 2009.

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PROSPECTUS SUPPLEMENT
(To Prospectus dated November 12, 2009)

7,150,000 shares

SCANA Corporation
Common Stock

We are offering 1,600,000 shares of our common stock. In addition, we have entered into forward sale agreements with affiliates of each of Wells Fargo Securities, LLC, Morgan Stanley & Co. Incorporated and UBS Securities LLC, which affiliates we refer to as the forward purchasers. Each of Wells Fargo Securities, LLC, Morgan Stanley & Co. Incorporated and UBS Securities LLC, acting as agent for the forward purchasers, which we refer to in such agency capacity as the forward sellers, are at our request, borrowing from third parties and selling an aggregate of 5,550,000 shares of our common stock in connection with forward sale agreements that we have entered into with the forward purchasers. If the forward sellers are unable to borrow and deliver for sale on the anticipated closing date the number of shares of our common stock to which the forward sale agreements relate, or if the forward sellers determine, in their commercially reasonable judgment, that it is either impracticable to do so or that they are unable to borrow, at a cost not greater than a specified amount per share, and deliver for sale on the anticipated closing date the number of shares of our common stock to which the forward sale agreements relate, we will issue and sell a number of shares equal to the number of shares that the forward sellers do not borrow and sell.

We will not initially receive any proceeds from the sale of the shares of our common stock by the forward sellers, except in certain circumstances described in this prospectus supplement. Although we expect to physically settle the forward sale agreements entirely by delivering shares of our common stock in exchange for cash proceeds, we may elect cash or net share settlement for all or a portion of our obligations of any forward sale agreement if we conclude it is in our best interest to do so. See "Underwriting Forward Sale Agreements" for a description of the forward sale agreements.

Our common stock is listed on the New York Stock Exchange under the symbol "SCG." The last reported sale price of our common stock on the New York Stock Exchange on May 11, 2010 was $37.26 per share.

Investing in our common stock involves risks. See "Risk Factors" on page S-6 and on page 5 of the accompanying prospectus.

	Per Share	Total
Public offering price	$ 37.000	$ 264,550,000
Underwriting discount	$ 1.295	$ 9,259,250
Proceeds, before expenses, to us(1)	$ 35.705	$ 255,290,750

(1) We will receive estimated net proceeds, before expenses, of $57,128,000 upon settlement of our offering of common stock. Depending on the price of our common stock at the time of settlement of the forward sale agreements and the relevant settlement method, we may receive proceeds upon settlement of the forward sale agreements, which settlement must occur no later than approximately 22 months after the date of this prospectus supplement. For the purposes of calculating the aggregate net proceeds to us, we have assumed that the forward sale agreements are physically settled based on the initial forward sale price of $35.705. The forward sale price is subject to adjustment pursuant to the forward sale agreements, and the actual proceeds, if any, will be calculated as described in this prospectus supplement.

We have granted the underwriters an option to purchase from us directly up to an additional 1,072,500 shares of common stock to cover over-allotments (representing 15% of the aggregate shares of our common stock offered hereby). We may elect, in our sole discretion if such option is exercised, that the additional shares of common stock be sold by the forward sellers to the underwriters. In such event, if the forward sellers are unable to borrow and deliver for sale on the anticipated closing date for the exercise of such option the number of shares of our common stock with respect to which such option has been exercised, or if the forward sellers determine, in their commercially reasonable judgment, that it is either impracticable to do so or that they are unable to borrow, at a cost not greater than a specified amount per share, and deliver for sale on the anticipated closing date for the exercise of such option the number of shares of our common stock with respect to which such option has been exercised, we will issue and sell the shares of common stock that the forward sellers do not borrow and sell.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus supplement and the accompanying prospectus are truthful or complete. Any representation to the contrary is a criminal offense.

The underwriters are offering the shares of our common stock as set forth under "Underwriting." Delivery of the shares of common stock will be made on or about May 17, 2010.

Joint Book-Running Managers

Wells Fargo Securities **Morgan Stanley** **UBS Investment Bank**

Co-Managers

BB&T Capital Markets **Credit Suisse** **Stephens Inc.**

May 11, 2010

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ABOUT THIS PROSPECTUS SUPPLEMENT

This document is in two parts. The first part is the prospectus supplement, which describes the specific terms of this offering. The second part is the accompanying prospectus, which provides more general information about securities we may offer from time to time. Some of the information in the accompanying prospectus does not apply to this offering. You should read the entire prospectus supplement and the accompanying prospectus, including the documents incorporated by reference that are described under "Where You Can Find More Information" in this prospectus supplement.

You should rely only on the information contained or incorporated by reference in the prospectus supplement and the accompanying prospectus and in any written communication from us specifying the final terms of the offering. To the extent the information in the prospectus supplement differs from the information in the accompanying prospectus, you should rely on the information in the prospectus supplement. Neither we nor the underwriters have authorized anyone to

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provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. Neither we nor the underwriters are making an offer of these securities in any jurisdiction where the offer is not permitted. The information in this prospectus supplement, the accompanying prospectus, the documents incorporated by reference and any written communication from us specifying the final terms of the offering, is only accurate as of the date of the respective documents in which the information appears. Our business, financial condition, results of operations and prospects may have changed since those dates.

When this prospectus supplement uses the words "SCANA," "we," "us," and "our," they refer to SCANA Corporation, unless otherwise expressly stated or the context otherwise requires. The term "Company," when used in this prospectus supplement, means us and our subsidiaries, unless otherwise expressly stated or the context otherwise requires.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION

Statements included in this prospectus supplement and the accompanying prospectus which are not statements of historical fact are intended to be, and are hereby identified as, "forward-looking statements" for purposes of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements include, but are not limited to, statements concerning key earnings drivers, customer growth, environmental regulations and expenditures, leverage ratio, projections for pension fund contributions, financing activities, access to sources of capital, impacts of the adoption of new accounting rules and estimated construction and other expenditures. In some cases, forward-looking statements can be identified by terminology such as "may," "will," "could," "should," "expects," "plans," "anticipates," "believes," "estimates," "projects," "predicts," "potential" or "continue" or the negative of these terms or other similar terminology. Readers are cautioned that any such forward-looking statements are not guarantees of future performance and involve a number of risks and uncertainties, and that actual results could differ materially from those indicated by such forward-looking statements. Important factors that could cause actual results to differ materially from those indicated by such forward-looking statements include, but are not limited to, the following: (1) the information is of a preliminary nature and may be subject to further and/or continuing review and adjustment; (2) regulatory actions, particularly changes in rate regulation, regulations governing electric grid reliability and environmental regulations; (3) current and future litigation; (4) changes in the economy, especially in areas served by our subsidiaries; (5) the impact of competition from other energy suppliers, including competition from alternate fuels in industrial interruptible markets; (6) growth opportunities for our regulated and diversified subsidiaries; (7) the results of short- and long-term financing efforts, including future prospects for obtaining access to capital markets and other sources of liquidity; (8) changes in accounting rules and accounting policies for us or our subsidiaries; (9) the effects of weather, including drought, especially in areas where the Company's generation and transmission facilities are located and in areas served by our subsidiaries; (10) payment by counterparties as and when due; (11) the results of efforts to license, site, construct and finance facilities for baseload electric generation; (12) the availability of fuels such as coal, natural gas and enriched uranium used to produce electricity; the availability of purchased power and natural gas for distribution; the level and volatility of future market prices for such fuels and purchased power; and the ability to recover the costs for such fuels and purchased power; (13) the availability of skilled and experienced human resources to properly manage, operate and grow the Company's businesses; (14) labor disputes; (15) performance of our pension plan assets; (16) higher taxes; (17) inflation; (18) compliance with regulations; and (19) the other risks and uncertainties described from time to time in the periodic reports filed by us or South Carolina Electric & Gas Company ("SCE&G") with the United States Securities and Exchange Commission ("SEC"). We disclaim any obligation to update any forward-looking statements.

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PROSPECTUS SUMMARY

The following summary contains basic information about this offering. It may not contain all the information that is important to you. The following summary is qualified in its entirety by reference to the more detailed information appearing elsewhere in this prospectus supplement and in the accompanying prospectus.

Description of SCANA and its Subsidiaries

SCANA is an energy-based holding company which, through its subsidiaries, engages principally in electric and natural gas utility operations and other energy-related businesses. Through its subsidiaries, the Company serves more than 659,000 electric customers in South Carolina and more than 1.2 million natural gas customers in South Carolina, North Carolina and Georgia.

SCANA is a South Carolina corporation with general business powers, and was incorporated on October 10, 1984. SCANA's principal executive office is located at 100 SCANA Parkway, Cayce, South Carolina 29033, telephone (803) 217-9000, and its mailing address is 220 Operation Way, Cayce, South Carolina 29033-3701.

For more information about SCANA and its subsidiaries, see "THE REGISTRANTS" in the accompanying prospectus.

The Offering

Common Stock Offered by Us	1,600,000 shares
Common Stock Offered by the Forward Sellers	5,550,000 shares
Common Stock to be Outstanding After the Offering, but Excluding any Shares of Common Stock that may be Issued upon Physical Settlement of the Forward Sale Agreements	126,004,959 shares(1)
Common Stock to be Outstanding After Settlement of the Forward Sale Agreements Assuming Physical Settlement	131,554,959 shares(1)(2)

(1) This amount is based on the total number of shares of our common stock that was outstanding on April 30, 2010, and assumes that no event occurs that requires us to sell our common stock to the underwriters in lieu of the forward sellers selling our common stock to the underwriters, and we do not elect to grant the underwriters an option to purchase additional shares to cover over-allotments in lieu of having the forward sellers grant such an option.

(2) The forward sellers have advised us that they intend to acquire shares of our common stock to be sold under this prospectus supplement through borrowings from stock lenders. Subject to the occurrence of certain events, we will not be obligated to deliver shares of our common stock, if any, under the forward sale agreements until final settlement of the forward sale agreements. Except in certain circumstances, we have the right to elect physical, cash or net share settlement under the forward sale agreements. We cannot be required to cash or net share settle the forward sale agreements. See "Underwriting Forward Sale Agreements" for a description of the forward sale agreements.

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Use of Proceeds	We estimate that the net proceeds from the sale of the common stock we are offering, after deducting the underwriting discount and commissions, will be approximately $57,128,000. We will not initially receive any proceeds from the sale of the shares of our common stock by the forward sellers pursuant to this prospectus supplement, unless an event occurs that requires us to sell our common stock to the underwriters in lieu of the forward sellers selling our common stock to the underwriters, or the underwriters exercise their option to purchase additional shares directly from us to cover over-allotments and we do not elect, in our sole discretion, for the forward sellers to sell such additional shares to the underwriters. Depending on the price of our common stock at the time of settlement and the relevant settlement method, we may receive proceeds from the sale of common stock upon settlement of the forward sale agreements, which settlement must occur within approximately 22 months of the date of this prospectus supplement. See "Underwriting Forward Sale Agreements" for a description of the forward sale agreements. We intend to use any net proceeds that we receive upon settlement from this offering and upon settlement of the forward sale agreements to finance capital expenditures, including the construction of new nuclear units, and for general corporate purposes, including the repayment of indebtedness incurred for such purposes, as more particularly described herein. In addition, if an event occurs that requires us to sell our common stock to the underwriters in lieu of the forward sellers selling our common stock to the underwriters, or the underwriters exercise their option to purchase additional shares directly from us to cover over-allotments and we do not elect, in our sole discretion, for the forward sellers to sell such additional shares to the underwriters, then we intend to use the net proceeds we receive from such sale for the same purposes. See "Use of Proceeds."
Listing	Our common stock is listed on the New York Stock Exchange under the symbol "SCG."
Risk Factors	An investment in our common stock involves various risks, and prospective investors should carefully consider the matters discussed under the caption entitled "Risk Factors" beginning on page S-6 of this prospectus supplement and beginning on page 5 of the accompanying prospectus.

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Accounting Treatment	Before any issuance of our common stock upon physical settlement of the forward sale agreements, the forward sale agreements will be reflected in our diluted earnings per share calculations using the treasury stock method. Under this method, the number of shares of our common stock used in calculating diluted earnings per share is deemed to be increased by the excess, if any, of the number of shares that would be issued upon physical settlement of the forward sale agreements over the number of shares that could be purchased by us in the market (based on the average market price during the period) using the proceeds receivable upon settlement (based on the adjusted forward sale price at the end of the reporting period). Consequently, prior to physical settlement of the forward sale agreements and subject to the occurrence of certain events, we anticipate there will be no dilutive effect on our earnings per share except during periods when the average market price of our common stock is above the per share adjusted forward sale price, which is initially $35.705 (which is the public offering price less the underwriting discount shown on the cover page of this prospectus supplement), subject to adjustment based on the federal funds rate less a spread, and subject to decrease on each of certain dates specified in the forward sale agreements. However, if we decide to physically settle the forward sale agreements, delivery of our shares on any physical settlement of the forward sale agreements will result in dilution to our earnings per share and return on equity.
Conflicts of Interest	The entire proceeds of this offering (except proceeds with respect to any common stock offered by us hereby and any common stock that we may sell to the underwriters in lieu of the forward sellers selling our stock to the underwriters or, if the underwriters exercise their option to purchase additional shares directly from us to cover over-allotments, proceeds with respect to such additional shares if we do not elect, in our sole discretion, for the forward sellers to sell such additional shares to the underwriters) will be paid to certain underwriters or their affiliates in their capacity as forward sellers. As a result, each of Wells Fargo Securities, LLC, Morgan Stanley & Co. Incorporated and UBS Securities LLC and/or their affiliates will receive more than 5% of the net proceeds of this offering, not including underwriting compensation. Accordingly, this offering is being made in compliance with the requirements of NASD Conduct Rule 2720 of the Financial Industry Regulatory Authority, Inc. Pursuant to that rule, the appointment of a "qualified independent underwriter" is not necessary in connection with this offering, as the shares of common stock have a "bona fide public market" (as such terms are defined in NASD Conduct Rule 2720).

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RISK FACTORS

Investing in our common stock involves risks. You should carefully review the information contained elsewhere or incorporated by reference in this prospectus supplement and the accompanying prospectus, and should carefully consider the following risk factors as well as the "Risk Factors" section in the accompanying prospectus on page 5, our most recent Annual Report on Form 10-K, as amended, for the year ended December 31, 2009, within Item 1A, Risk Factors, and any subsequent periodic reports which are incorporated by reference into this prospectus supplement and the accompanying prospectus. Each of the risks described could materially adversely affect our operations and financial results and the value of your investment in our common stock.

Settlement provisions contained in the forward sale agreements subject us to certain risks.

Each forward purchaser will have the right to accelerate its respective forward sale agreement and require us to physically settle its forward sale agreement on a date specified by such forward purchaser if:

- in the commercially reasonable judgment of such forward purchaser (x) it or its affiliate would be unable to hedge its exposure to its forward sale agreement because of the lack of sufficient shares of our common stock being made available for share borrowing by lenders, or (y) it or its affiliate would incur a cost to borrow shares of our common stock to hedge its exposure to its forward sale agreement that is greater than a specified threshold;

- we declare any dividend or distribution on shares of our common stock payable in (i) cash in excess of a specified amount (other than extraordinary dividends), (ii) securities of another company, or (iii) any other type of securities (other than our common stock), rights, warrants or other assets for payment at less than the prevailing market price, as determined by such forward purchaser;

- certain ownership thresholds applicable to such forward purchaser are exceeded;

- an event is announced that, if consummated, would result in an extraordinary event (as defined in each forward sale agreement) including, among other things, certain mergers and tender offers, as well as certain events involving our nationalization or delisting of our common stock (each as more fully described in each forward sale agreement); or

- certain other events of default or termination events occur, including, among other things, any material misrepresentation made in connection with entering into its forward sale agreement, our bankruptcy or a change in law (each as more fully described in each forward sale agreement).

Each forward purchaser's decision to exercise its right to require us to settle its forward sale agreement will be made irrespective of our interests, including our need for capital. In such cases, we could be required to issue and deliver our common stock under the terms of the physical settlement provisions of the relevant forward sale agreement irrespective of our capital needs, which would result in dilution to our earnings per share and return on equity. In addition, upon certain events of bankruptcy, insolvency, or reorganization relating to us, the forward sale agreements will terminate without further liability of either party. Following any such termination, we would not issue any shares and we would not receive any proceeds pursuant to the forward sale agreements.

The forward sale agreements provide for settlement on a settlement date or dates to be specified at our discretion within approximately 22 months from the date of this prospectus supplement.

Except under the circumstances described above, we generally have the right to elect physical, cash or net share settlement under the forward sale agreements. Subject to the provisions of the forward sale agreements, delivery of our shares on any physical settlement of a forward sale agreement will result in dilution to our earnings per share and return on equity. If we elect cash or net share settlement

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for all or a portion of the shares of our common stock included in a forward sale agreement, we would expect the relevant forward purchaser or one of its affiliates to purchase the number of shares necessary, based on the portion for which we elect cash or net share settlement, in order to cover its obligation to return the shares of our common stock it had borrowed in connection with sales of our common stock under this prospectus supplement and, if applicable in connection with net share settlement, to deliver shares to us. If the market value of our common stock at the time of such purchase is above the forward price at that time, we would pay, or deliver, as the case may be, to such forward purchaser under its forward sale agreement an amount of cash, or common stock with a value, equal to this difference. Any such difference could be significant. If the market value of our common stock at the time of these purchases is below the forward price at that time, we would be paid this difference in cash by, or we would receive the value of this difference in common stock from, such forward purchaser under its forward sale agreement, as the case may be. See "Underwriting Forward Sale Agreements."

In addition, the purchase of our common stock by the forward purchasers or their respective affiliates, to unwind their hedge positions, could cause the price of our common stock to increase over time, thereby increasing the amount of cash we would owe to the forward purchasers upon a cash settlement of the forward sale agreements, or the number of shares we would owe to the forward purchasers upon a net share settlement of the forward sale agreements, as the case may be.

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SUMMARY CONSOLIDATED FINANCIAL AND OPERATING INFORMATION

The following table presents summary selected historical consolidated financial data of SCANA Corporation. We derived this information from our audited financial statements for the years ended December 31, 2009, December 31, 2008 and December 31, 2007 and our unaudited financial statements for the three months ended March 31, 2010 and March 31, 2009. This information is only a summary. You should read it in connection with our historical financial statements and related notes and the "Management's Discussion and Analysis of Financial Condition and Results of Operations," which are incorporated by reference in this prospectus. See "Where You Can Find More Information" on page S-20 of this prospectus supplement.

	Year Ended December 31,			Three Months Ended March 31,	
	2007	2008	2009	2009	2010
	Millions of Dollars, Except per Share Amounts (Unaudited)				
Income Statement Data					
Operating Revenues:					
Electric	$ 1,954	$ 2,236	$ 2,141	$ 497	$ 540
Gas regulated	1,105	1,247	958	422	430
Gas nonregulated	1,562	1,836	1,138	424	458
Total Operating Revenues	4,621	5,319	4,237	1,343	1,428
Operating Expenses	3,988	4,609	3,538	1,120	1,198
Operating Income	633	710	699	223	230
Income Available to Common Shareholders of SCANA	320	346	348	114	127
Earnings per Weighted Average Common Share	$ 2.74	$ 2.95	$ 2.85	$ 0.94	$ 1.02
Weighted Average Common Shares Outstanding (millions)	116.7	117.0	122.1	120.9	123.8
Dividends Declared per Common Share	$ 1.76	$ 1.84	$ 1.88	$ 0.47	$ 0.475

	As of December 31,			As of March 31,	
	2007	2008	2009	2009	2010
Balance Sheet Data					
Cash and Cash Equivalents	$ 134	$ 272	$ 162	$ 448	$ 157
Current Assets	1,301	1,836	1,521	1,649	1,421
Utility Plant, Net	7,538	8,305	9,009	8,443	9,118
Other Property and Investments	275	316	431	338	439
Deferred Debits and Other Assets	1,051	1,045	1,133	1,172	1,164
Total Assets	10,165	11,502	12,094	11,602	12,142

	Year Ended December 31,			Three Months Ended March 31,	
	2007	2008	2009	2009	2010
Cash Flow Data					
Depreciation and Amortization	$ 330	$ 327	$ 329	$ 86	$ 88
Net Cash Provided from Operating Activities	730	454	679	248	173
Utility Property Additions and Construction Expenditures	(712)	(833)	(787)	(214)	(223)

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USE OF PROCEEDS

We estimate that the net proceeds from the sale of the common stock we are offering, after deducting the underwriting discount and commissions, will be approximately $57,128,000. We will not initially receive any proceeds from the sale of the shares of our common stock by the forward sellers pursuant to this prospectus supplement, unless an event occurs that requires us to sell our common stock to the underwriters in lieu of the forward sellers selling our common stock to the underwriters, or the underwriters exercise their option to purchase additional shares directly from us to cover over-allotments and we do not elect, in our sole discretion, for the forward sellers to sell such additional shares to the underwriters, in which case we intend to use all net proceeds we receive from such sale for the same purposes described below. Depending on the price of our common stock at the time of settlement and the relevant settlement method, we may receive proceeds from the sale of common stock upon settlement of the forward sale agreements, which settlement must occur within approximately 22 months of the date of this prospectus supplement. For purposes of calculating the proceeds to us upon settlement of the forward sale agreements, we have assumed that the forward sale agreements are physically settled based upon the initial forward sale price of $35.705 (which is the public offering price of our common stock after deducting the applicable underwriting discount and commissions shown on the cover of this prospectus supplement) on the effective date of the forward sale agreements, which will be May 17, 2010. The actual proceeds from the forward sale are subject to the final settlement of each forward sale agreement. See "Underwriting Forward Sale Agreements" for a description of the forward sale agreements.

We intend to use any net proceeds that we receive upon settlement from this offering and upon settlement of the forward sale agreements to finance capital expenditures, including the construction of new nuclear units, and for general corporate purposes, including the repayment of indebtedness incurred for such purposes. In addition, if an event occurs that requires us to sell our common stock to the underwriters in lieu of the forward sellers selling our common stock to the underwriters, or the underwriters exercise their option to purchase additional shares directly from us to cover over-allotments and we do not elect, in our sole discretion, for the forward sellers to sell such additional shares to the underwriters, then we intend to use the net proceeds we receive from such sale for the same purposes.

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CAPITALIZATION

Capitalization is the amount invested in a company and is a common measurement of a company's size. The table below sets forth our capitalization as of March 31, 2010:

On an actual basis; and

On an as adjusted basis after giving effect to the physical settlement of the forward sale agreements based on the initial forward sale price of $35.705 per share (assuming the underwriters do not exercise their option to purchase up to an additional 1,072,500 shares of common stock to cover over-allotments), which is the public offering price of the shares of our common stock less the underwriting discount shown on the cover page of this prospectus supplement, and our application of the net proceeds from the sale in the manner described in "Use of Proceeds" above.

The amount of proceeds we ultimately receive from this offering of common stock is dependent upon numerous factors and subject to general market conditions. Among other things, whether we issue any shares of our common stock, and the proceeds that we receive, if any, in each case, upon settlement of the forward sale agreements will depend on the settlement method that applies to the forward sale agreements and the price of our common stock at the time of settlement of the forward sale agreements (which settlement must occur no later than approximately 22 months after the date of this prospectus supplement). Also, we may increase or decrease the number of shares in this offering. Accordingly, the actual amounts shown in the "As Adjusted" column may differ materially from those shown below. The capitalization table should be read in conjunction with our consolidated financial statements and the related notes incorporated by reference in this prospectus supplement and the accompanying prospectus.

	As of March 31, 2010	
	Actual	As Adjusted(1)
	Millions of Dollars	
	(Unaudited)	
Short-term borrowings	$ 220	$ 220
Current portion of long-term debt	328	328
Long-term debt	4,375	4,375
Common equity	3,494	3,749
Total capitalization	$ 8,417	$ 8,672

(1) Assumes physical settlement of the forward sale agreements as described above in this "Capitalization" section and that the underwriters do not exercise their option to purchase up to an additional 1,072,500 shares of common stock to cover over-allotments. Although we expect to settle entirely by the delivery of shares of our common stock, we may elect cash or net share settlement for all or a portion of our obligations if we conclude that it is in our interest to do so. See "Underwriting Forward Sale Agreements." Settlement of the forward sale agreements will generally occur on a settlement date or dates to be specified at our discretion not later than approximately 22 months after the date of this prospectus supplement.

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COMMON STOCK DIVIDENDS AND PRICE RANGE

Our common stock is traded on the New York Stock Exchange. The following table sets forth the range of intra-day high and low sale prices per share, as reported by the New York Stock Exchange Composite Listing, and the cash dividends declared per share, of our common stock for the periods indicated:

	Price Range		Cash Dividends
	High	Low	Declared Per Share
2008			
First Quarter	$ 42.70	$ 35.83	$ .46
Second Quarter	41.32	36.60	.46
Third Quarter	44.06	35.02	.46
Fourth Quarter	40.24	27.75	.46
2009			
First Quarter	$ 36.89	$ 26.01	$ .47
Second Quarter	32.70	28.21	.47
Third Quarter	36.39	31.68	.47
Fourth Quarter	38.64	33.59	.47
2010			
First Quarter	$ 38.17	$ 34.23	$ .475
Second Quarter (through May 11, 2010)	39.99	$ 35.00	.475

On May 11, 2010, the reported last sale price of our common stock on the New York Stock Exchange was $37.26 per share. As of April 30, 2010, we had 124,404,959 shares of our common stock outstanding and there were 30,752 holders of record of our common stock.

Dividends on our common stock are paid as declared by our board of directors. On May 6, 2010, our board of directors declared a regular quarterly dividend of $.475 per share on the common stock, payable on July 1, 2010 to shareholders of record on June 10, 2010. Dividends are typically paid on the first day of January, April, July and October.

Future dividends will depend on future earnings, which, in large part, are dependent upon the ability of SCE&G, PSNC Energy and our other regulated subsidiaries to obtain regulatory approval for future rate increases, our cash position and financial condition and other factors. At the current dividend rate, and assuming that (1) no additional shares of common stock are issued other than those offered hereby and we physically settle the forward sale agreements entirely by delivering shares of our common stock and (2) the underwriters do not exercise their option to purchase up to an additional 1,072,500 shares of our common stock to cover over-allotments, our quarterly dividend payments on our outstanding common stock will be approximately $62.5 million.

Our Investor Plus Plan permits the holders of our common stock to invest optional cash payments subject to limitations in amount and reinvest dividends in additional shares of our common stock. The prospectus describing the Investor Plus Plan and an enrollment form are available upon request to: SCANA Corporation, 220 Operation Way, Cayce, South Carolina 29033-3701, Attention: Investor Relations and Shareholder Services.

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MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS FOR NON-U.S. HOLDERS OF COMMON STOCK

The following is a general discussion of the material U.S. federal income and estate tax consequences of the ownership and disposition of our common stock by a beneficial owner that is a "non-U.S. holder," as defined below. A "non-U.S. holder" is a person or entity that, for U.S. federal income tax purposes, is a:

- non-resident alien individual, other than certain former citizens and residents of the United States subject to tax as expatriates;
- foreign corporation; or
- foreign estate or trust.

This discussion is based on the Internal Revenue Code of 1986, as amended (the "Code"), and administrative pronouncements, judicial decisions and final, temporary and proposed Treasury Regulations, changes to any of which subsequent to the date of this prospectus supplement may affect the tax consequences described herein. This discussion does not address all aspects of U.S. federal income and estate taxation that may be relevant to non-U.S. holders in light of their particular circumstances and does not address any tax consequences arising under the laws of any state, local or foreign jurisdiction. Prospective holders are urged to consult their tax advisors with respect to the particular tax consequences to them of owning and disposing of our common stock, including the consequences under the laws of any state, local or foreign jurisdiction.

Dividends

Dividends paid to a non-U.S. holder of our common stock generally will be subject to federal withholding tax in the United States at a 30% rate or a reduced rate specified by an applicable income tax treaty. In order to obtain a reduced rate of withholding, a non-U.S. holder will be required to provide an Internal Revenue Service Form W-8BEN (or suitable successor form) certifying its entitlement to benefits under a treaty.

If a non-U.S. holder of our common stock is engaged in a trade or business in the United States, and if dividends on the common stock are effectively connected with the conduct of this trade or business (and, if required by an applicable income tax treaty, are attributable to a United States permanent establishment of the non-U.S. holder), the non-U.S. holder, although exempt from the withholding tax discussed in the preceding paragraph, will generally be taxed on receipt of such dividends in the same manner as a U.S. person, unless an applicable income tax treaty provides otherwise. The holder will be required to provide a properly executed Internal Revenue Service Form W-8ECI (or suitable successor form) in order to claim an exemption from withholding. A non-U.S. holder that is a foreign corporation receiving effectively connected dividends may also be subject to an additional "branch profits tax" imposed at a rate of 30% (or a lower treaty rate).

Gain on Disposition of Common Stock

A non-U.S. holder generally will not be subject to U.S. federal income tax on gain realized on a sale or other disposition of our common stock unless:

- the gain is effectively connected with the non-U.S. holder's conduct of a trade or business in the United States, subject to an applicable treaty providing otherwise;
- the non-U.S. holder is an individual who is present in the United States for 183 days or more in the taxable year of the disposition and certain other requirements are met; or

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subject to the discussion below, we are or have been a "U.S. real property holding corporation," as defined below, at any time within the five-year period preceding the disposition or the non-U.S. holder's holding period, whichever period is shorter.

A non-U.S. holder described in the first bullet point above will be subject to U.S. federal income tax on the net gain derived from the sale or other disposition in the same manner as a U.S. person. If a non-U.S. holder is eligible for the benefits of an applicable income tax treaty, any such gain will be subject to U.S. federal income tax in the manner specified by the treaty. To claim the benefit of a tax treaty, as described above, a non-U.S. holder must properly submit an Internal Revenue Service Form W-8BEN (or suitable successor form). A non-U.S. holder that is a foreign corporation and is described in the first bullet point above will be subject to tax on its net gain in the same manner as if it were a U.S. person and, in addition, may be subject to the branch profits tax equal to 30% of its effectively connected earnings and profits or at such lower rate as may be specified by an applicable income tax treaty. An individual non-U.S. holder described in the second bullet point above will be subject to U.S. federal income tax at a rate of 30% on the gain derived from the sale or other disposition, which may be offset by United States source capital losses, even though the individual is not considered a resident of the United States.

Generally, a corporation is a "U.S. real property holding corporation" if the fair market value of its U.S. real property interests, as defined in the Code and applicable regulations, equals or exceeds 50% of the aggregate fair market value of its worldwide real property interests and its other assets used or held for use in a trade or business. Gain realized by a non-U.S. holder on the sale or other disposition of stock of a U.S. real property holding corporation which is regularly traded on an established securities market will be subject to U.S. federal income tax in much the same manner as a U.S. person, if either (i) that stock has ceased to be traded on an established securities market prior to the beginning of the calendar year in which the sale or other disposition occurs or (ii) the non-U.S. holder owns more than 5% of the total fair market value of that stock. We have not determined whether we have been or are a U.S. real property holding corporation.

Information Reporting Requirements and Backup Withholding

Information returns will be filed with the Internal Revenue Service in connection with payments of dividends. Unless the non-U.S. holder complies with certification procedures to establish that it is not a U.S. person, information returns may be filed with the Internal Revenue Service in connection with the proceeds from a sale or other disposition, and the non-U.S. holder may be subject to backup withholding on dividends or on the proceeds from a sale or other disposition of our common stock. The certification procedures required to claim a reduced rate of withholding under a treaty will satisfy the certification requirements necessary to avoid backup withholding as well. The amount of any backup withholding from a payment to a non-U.S. holder will be allowed as a credit against such holder's U.S. federal income tax liability and may entitle such holder to a refund, *provided* that the required information is timely furnished to the Internal Revenue Service.

Federal Estate Tax

Individual non-U.S. holders who own our common stock directly or through certain entities (for example, a trust funded by such an individual and with respect to which the individual has retained certain interests or powers) should note that, absent an applicable treaty benefit, the common stock so owned at time of their death will be treated as U.S. situs property and will potentially be subject to U.S. federal estate tax.

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UNDERWRITING

In this offering, subject to the terms and conditions of the underwriting agreement, we have agreed to sell 1,600,000 shares of our common stock and the forward sellers have agreed, at our request, to borrow and sell an aggregate 5,550,000 shares of our common stock in connection with the execution of the forward sale agreements between us and the forward purchasers. Wells Fargo Securities, LLC, Morgan Stanley & Co. Incorporated and UBS Securities LLC are the joint book-running managers of this offering and the representatives of each of the underwriters named below. Subject to the terms and conditions of the underwriting agreement, among us, the forward sellers and the underwriters, we and the forward sellers have agreed to sell to the underwriters named below, and the underwriters through their representatives have severally agreed to purchase from us and the forward sellers, the number of shares of common stock listed opposite their names below.

Underwriter	Number of Shares
Wells Fargo Securities, LLC	1,906,715
Morgan Stanley & Co. Incorporated	1,906,714
UBS Securities LLC	1,906,714
BB&T Capital Markets, a division of Scott & Stringfellow, LLC	476,619
Credit Suisse Securities (USA) LLC	476,619
Stephens Inc.	476,619
Total	7,150,000

The underwriting agreement provides that the obligations of the underwriters are subject to certain conditions precedent, including the absence of any material adverse change in our business and the receipt of certain certificates, opinions and letters from us, our counsel and the independent auditors. The underwriters are committed to purchase all the shares of common stock to be sold under the underwriting agreement if they purchase any shares.

Forward Sale Agreements

We have entered into forward sale agreements on the date of this prospectus supplement with affiliates of each of Wells Fargo Securities, LLC, Morgan Stanley & Co. Incorporated and UBS Securities LLC, which affiliates we refer to as the forward purchasers, relating to an aggregate of 5,550,000 shares of our common stock. In connection with the execution of the forward sale agreements, and at our request, each of Wells Fargo Securities, LLC, Morgan Stanley & Co. Incorporated and UBS Securities LLC, acting as agent for the forward purchasers, which we refer to in such agency capacity as the forward sellers, are borrowing from third parties and selling in this offering 5,550,000 shares of our common stock. If one or more forward sellers are unable to borrow and deliver for sale on the anticipated closing date of the offering any shares of our common stock, then the relevant forward sale agreement will be terminated in its entirety. If one of more of the forward sellers are unable to borrow and deliver for sale on the anticipated closing date the number of shares of our common stock to which the relevant forward sale agreement relates, or if one or more of the forward sellers determine, in their commercially reasonable judgment, that it is either impracticable to do so or that they are unable to borrow, at a cost not greater than a specified amount per share, and deliver for sale on the anticipated closing date the number of shares of our common stock to which the relevant forward sale agreement relates, then the number of shares of our common stock to which such forward sale agreement relates will be reduced to the number that the related forward seller can so borrow and deliver. In the event that the number of shares to which a forward sale agreement relates is so reduced, the commitments of the underwriters to purchase shares of our common stock from the relevant forward seller and such forward seller's obligation to borrow such shares for delivery and sale to the underwriters, as described above, will be replaced with commitments to purchase from us and our corresponding obligation to

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issue directly to the underwriters all or such portion of the number of shares not borrowed and delivered by such forward seller. The representatives of the underwriters will have the right to postpone the closing date for one New York business day to effect any necessary changes to the documents or arrangements.

We will receive an amount equal to the net proceeds from the sale of the borrowed shares of our common stock sold in this offering, subject to certain adjustments pursuant to the forward sale agreements, from the forward purchasers upon physical settlement of the forward sale agreements. We will only receive such proceeds if we elect to physically settle the forward sale agreements.

The forward sale agreements provide for settlement on a settlement date or dates to be specified at our discretion within approximately 22 months from the date of this prospectus supplement. On a settlement date or dates, if we decide to physically settle a forward sale agreement, we will issue shares of our common stock to the relevant forward purchaser at the then-applicable forward sale price. The forward sale price will initially be $35.705 per share, which is the public offering price of our shares of common stock less the underwriting discount, which is shown on the cover page of this prospectus supplement. The forward sale agreements provide that the initial forward sale price will be subject to adjustment based on a floating interest rate factor equal to the federal funds rate less a spread, and will be subject to decrease on each of certain dates specified in the forward sale agreements. If the federal funds rate is less than the spread on any day, the interest rate factor will result in a daily reduction of the forward sale price. As of the date of this prospectus supplement, the federal funds rate was less than the spread. The forward sale price will also be subject to decrease if the cost to the forward seller of borrowing our common stock exceeds a specified amount.

Before any issuance of our common stock upon physical settlement of the forward sale agreements, the forward sale agreements will be reflected in our diluted earnings per share calculations using the treasury stock method. Under this method, the number of shares of our common stock used in calculating diluted earnings per share is deemed to be increased by the excess, if any, of the number of shares that would be issued upon physical settlement of the forward sale agreements over the number of shares that could be purchased by us in the market (based on the average market price during the period) using the proceeds receivable upon settlement (based on the adjusted forward sale price at the end of the reporting period). Consequently, prior to physical settlement of the forward sale agreements and subject to the occurrence of certain events, we anticipate there will be no dilutive effect on our earnings per share except during periods when the average market price of our common stock is above the per share adjusted forward sale price. However, if we decide to physically settle a forward sale agreement, delivery of our shares on any physical settlement of such forward sale agreement will result in dilution to our earnings per share and return on equity.

Each forward purchaser will have the right to accelerate its respective forward sale agreement and require us to physically settle its forward sale agreement on a date specified by such forward purchaser if:

- in the commercially reasonable judgment of such forward purchaser (x) it or its affiliate would be unable to hedge its exposure to its forward sale agreement because of the lack of sufficient shares of our common stock being made available for share borrowing by lenders, or (y) it or its affiliate would incur a cost to borrow shares of our common stock to hedge its exposure to its forward sale agreement that is greater than a specified threshold;

- we declare any dividend or distribution on shares of our common stock payable in (i) cash in excess of the specified amount (other than extraordinary dividends), (ii) securities of another company, or (iii) any other type of securities (other than our common stock), rights, warrants or other assets for payment at less than the prevailing market price, as determined by such forward purchaser;

- certain ownership thresholds applicable to such forward purchaser are exceeded;

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an event is announced that, if consummated, would result in an extraordinary event (as defined in each forward sale agreement) including, among other things, certain mergers and tender offers, as well as certain events involving our nationalization or delisting of our common stock (each as more fully described in each forward sale agreement); or

certain other events of default or termination events occur, including, among other things, any material misrepresentation made in connection with entering into its forward sale agreement, our bankruptcy or a change in law (each as more fully described in each forward sale agreement).

Each forward purchaser's decision to exercise its right to require us to settle its forward sale agreement will be made irrespective of our interests, including our need for capital. In such cases, we could be required to issue and deliver common stock under the terms of the physical settlement provisions of the relevant forward sale agreement irrespective of our capital needs, which would result in dilution to our earnings per share and return on equity. In addition, upon certain events of bankruptcy, insolvency, or reorganization relating to us, the forward sale agreements will terminate without further liability of either party. Following any such termination, we would not issue any shares and we would not receive any proceeds pursuant to the forward sale agreements.

Except under the circumstances described above, we generally have the right to elect physical, cash or net share settlement under the forward sale agreements. Although we expect to settle entirely by the delivery of shares of our common stock, we may elect cash settlement or net share settlement for all or a portion of our obligations if we conclude that it is in our interest to cash settle or net share settle. For example, we may conclude that it is in our interest to cash settle or net share settle if we have no current use for all or a portion of the net proceeds. If we elect cash or net share settlement with respect to a forward sale agreement, we would expect the relevant forward purchaser or one of its affiliates to purchase shares of our common stock in secondary market transactions over a period of time for delivery to stock lenders in order to unwind its hedge and, if applicable in connection with net share settlement, to deliver shares to us. If we elect to cash or net share settle a forward purchase agreement, and the price of our common stock at which the relevant forward purchaser or its affiliate unwinds the forward purchaser's hedge exceeds the forward sale price at the time, we will pay such forward purchaser under the forward sale agreement an amount in cash, if we cash settle, equal to such difference, or deliver a number of shares of our common stock, if we net share settle, having a market value equal to such difference. Conversely, if we elect to cash or net share settle a forward sale agreement and the price of our common stock at which the relevant forward purchaser or its affiliate unwinds the forward purchaser's hedge is below the forward sale price at the time, such forward purchaser under the forward sale agreement will pay to us an amount in cash, if we cash settle, equal to such difference, or deliver a number of shares of our common stock, if we net share settle, having a market value equal to such difference.

We would expect the relevant forward purchaser or its affiliate to purchase shares of our common stock in secondary market transactions for delivery to stock lenders in order to close out its short position. The purchase of our common stock by such forward purchaser or its affiliate could cause the price of our common stock to increase over time, thereby increasing the cash we owe to such forward purchaser in the event of cash settlement, or the number of shares we owe to such forward purchaser in the event of net share settlement, as the case may be.

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Underwriting Discounts and Commissions

The following table shows the per share and total underwriting discounts and commissions we will pay to the underwriters. Such amounts are shown assuming both no exercise and full exercise of the underwriters' over-allotment option to purchase additional shares.

	Without over-allotment exercise	With full over-allotment exercise
Per share	$1.295	$1.295
Total	$9,259,250	$10,648,137.50

The information assumes (a) either no exercise or full exercise by the underwriters of the over-allotment option, and (b) that the forward sale agreements are physically settled based upon the initial forward sale price of $35.705 and by the delivery of 5,550,000 shares of our common stock (if the underwriters' over-allotment option is not exercised) and 6,622,500 shares of our common stock (if the underwriters' over-allotment option is exercised). If we physically settle the forward sale agreements, we expect to receive net proceeds of approximately $198,162,750 (if the underwriters' over-allotment option is not exercised) and $236,456,362.50 (if the underwriters' over-allotment option is exercised), after deducting underwriting discounts and commissions but before estimated expenses, subject to certain adjustments as described above. Settlement must occur no later than approximately 22 months after the date of this prospectus supplement.

We estimate that the total expenses of this offering, excluding underwriting discounts and commissions, will be approximately $350,000.

The underwriters propose to offer the shares of common stock directly to the public at the public offering price set forth on the cover page of this prospectus supplement and to certain dealers at that price less a concession not in excess of $.777 per share. If all the shares are not sold at the public offering price, the underwriters may change the public offering price and other selling terms. The shares are offered by the underwriters as stated in this prospectus supplement, subject to receipt and acceptance by them. The underwriters reserve the right to reject an order for the purchase of our shares in whole or in part.

We have granted the underwriters an option to purchase from us directly up to an additional 1,072,500 shares of common stock to cover over-allotments (representing 15% of the aggregate shares of our common stock offered hereby), at the public offering price less the underwriting discounts and commissions shown on the cover page of this prospectus supplement. The underwriters may exercise this option at any time, in whole or in part, until 30 days after the date of this prospectus supplement. If the underwriters exercise this option, each underwriter will be obligated, subject to the conditions contained in the underwriting agreement, to purchase a number of additional shares of our common stock proportionate to that underwriter's initial allocation reflected in the above table. We may elect, in our sole discretion if such option is exercised, that the additional shares of common stock be sold by the forward sellers to the underwriters. In such event, if the forward sellers are unable to borrow and deliver for sale on the anticipated closing date for the exercise of such option the number of shares of our common stock with respect to which such option has been exercised, or if the forward sellers determine, in their commercially reasonable judgment, that it is either impracticable to do so or that they are unable to borrow, at a cost not greater than a specified amount per share, and deliver for sale on the anticipated closing date for the exercise of such option the number of shares of our common stock with respect to which such option has been exercised, we will issue and sell the shares of common stock that the forward sellers do not borrow and sell. In such event, the underwriters will have the right to postpone the closing date for the exercise of such option for one business day to effect any necessary changes to the documents or arrangements in connection with such closing.

Subject to certain exceptions, we and certain of our executive officers have agreed that, without first obtaining the written consent of Wells Fargo Securities, LLC, Morgan Stanley & Co. Incorporated

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and UBS Securities LLC, we and they will not during the 30-day period after the date of this prospectus supplement:

offer, pledge, sell or contract to sell any common stock;

sell any option or contract to purchase any common stock;

purchase any option or contract to sell any common stock;

grant any option, right or warrant to purchase any common stock;

otherwise transfer or dispose of any shares of common stock or file any registration statement with respect to the foregoing;

enter into any swap or other agreement that transfers, in whole or in part, the economic equivalent of ownership of common stock whether any such swap or transaction is to be settled by delivery of shares or other securities, in cash or otherwise; or

publicly disclose the intention to make any such offer, sale, pledge, disposition or filing.

The lock-up agreement applies to common stock and to securities convertible into, or exchangeable or exercisable for common stock. The lock-up agreement does not apply to issuances under our employee or director compensation and benefit plans or our Investor Plus Plan or in connection with business combinations. Wells Fargo Securities, LLC, Morgan Stanley & Co. Incorporated and UBS Securities LLC, in their sole discretion, may release any of the securities subject to the lock-up agreement at any time without notice.

The underwriters may engage in stabilizing transactions, covering transactions or purchases for the purpose of pegging, fixing or maintaining the price of our common stock, in accordance with Regulation M under the Securities Exchange Act of 1934, as amended.

Stabilizing transactions permit bids to purchase the underlying security so long as the stabilizing bids do not exceed a specified maximum.

Covering transactions involve purchases of our common stock in the open market after the distribution has been completed in order to cover short positions.

These stabilizing transactions and covering transactions may have the effect of raising or maintaining the market price of our common stock or preventing or retarding a decline in the market price of our common stock. As a result, the price of our common stock may be higher than the price that might otherwise exist in the open market. These transactions may be effected on the New York Stock Exchange or otherwise and, if commenced, may be discontinued at any time.

Neither we nor the underwriters make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of our common stock. In addition, neither we nor the underwriters make any representation that the underwriters will engage in these stabilizing transactions or that any transaction, once commenced, will not be discontinued without notice.

We have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act of 1933, as amended, or to contribute to payments the underwriters may be required to make in respect of those liabilities.

Our common stock is listed on the New York Stock Exchange under the symbol "SCG".

The underwriters and their affiliates have provided, and in the future may continue to provide, investment banking, commercial banking and other financial services to SCANA and its affiliates in the ordinary course of business, for which they have received and will continue to receive customary compensation. An affiliate of Wells Fargo Securities, LLC is the administrative agent and a lender under our various credit

facilities and provides cash management services to us. Affiliates of Wells Fargo Securities, LLC, Morgan Stanley & Co Incorporated, UBS Securities LLC, BB&T Capital Markets and Credit Suisse Securities (USA) LLC are also lenders under our various credit facilities.

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CONFLICTS OF INTEREST

The entire proceeds of this offering (except proceeds with respect to any common stock offered by us hereby and any common stock that we may sell to the underwriters in lieu of the forward sellers selling our stock to the underwriters or, if the underwriters exercise their option to purchase additional shares directly from us to cover over-allotments, proceeds with respect to such additional shares if we do not elect, in our sole discretion, for the forward sellers to sell such additional shares to the underwriters) will be paid to certain underwriters or their affiliates in their capacity as forward sellers. As a result, each of Wells Fargo Securities, LLC, Morgan Stanley & Co. Incorporated and UBS Securities LLC and/or their affiliates will receive more than 5% of the net proceeds of this offering, not including underwriting compensation. Accordingly, this offering is being made in compliance with the requirements of NASD Conduct Rule 2720 of the Financial Industry Regulatory Authority, Inc. Pursuant to that rule, the appointment of a "qualified independent underwriter" is not necessary in connection with this offering, as the shares of common stock have a "bona fide public market" (as such terms are defined in NASD Conduct Rule 2720).

LEGAL MATTERS

Certain legal matters in connection with the offering of our common stock will be passed on for us by McNair Law Firm, P.A., of Columbia, South Carolina, and Ronald T. Lindsay, Esq., of Cayce, South Carolina, and for the Underwriters by Troutman Sanders LLP, of Virginia Beach, Virginia, which also performs other legal services for us. Troutman Sanders LLP will rely as to all matters of South Carolina law upon the opinion of Ronald T. Lindsay, Esq., our Senior Vice President and General Counsel. Certain legal matters with respect to the forward sale agreements will be passed on for us by Morgan, Lewis & Bockius LLP, of New York, New York.

Certain legal matters have been reviewed by Ronald T. Lindsay, Esq., our Senior Vice President and General Counsel. At April 30, 2010, Ronald T. Lindsay, Esq., owned beneficially 706 shares of our common stock, including shares acquired by the trustee under SCANA's Stock Purchase-Savings Program by use of contributions made by Mr. Lindsay and earnings thereon and including shares purchased by that trustee by use of SCANA contributions and earnings thereon.

EXPERTS

The consolidated financial statements and the related financial statement schedule, incorporated in this prospectus supplement and the accompanying prospectus by reference from SCANA's Annual Report on Form 10-K, as amended, for the year ended December 31, 2009, and the effectiveness of SCANA's internal control over financial reporting, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports, which are incorporated herein by reference. Such consolidated financial statements and financial statement schedule have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

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WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission ("SEC"). Our SEC filings are available to the public over the Internet at the SEC's web site at *http://www.sec.gov*. You may also read and copy any document we file with the SEC at the public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference rooms. You may also read and copy our SEC filings at The New York Stock Exchange offices at 20 Broad Street, New York, New York 10005.

This prospectus supplement does not repeat important information that you can find in our registration statement (File No. 333-163075) and in the reports and other documents which we file with the SEC under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The SEC allows us to "incorporate by reference" the information we file with it, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this prospectus supplement and the accompanying prospectus, and information that we file later with the SEC will automatically update and supersede some of this information. We incorporate by reference our Annual Report on Form 10-K, as amended, for the year ended December 31, 2009, our Quarterly Report on Form 10-Q for the quarter ended March 31, 2010, and our Current Reports on Form 8-K filed February 10, 2010, February 16, 2010, and May 7, 2010, and Form 8-K, as amended, filed February 11, 2010 and May 7, 2010, the description of SCANA common stock contained in our Registration Statement under the Exchange Act on Form 8-B dated November 6, 1984, as amended May 26, 1995, and any future filings (other than information in such documents that is deemed not to be filed) made with the SEC under Sections 13(a), 13(c), 14, or 15(d) of the Exchange Act after the date of this prospectus supplement and prior to the termination of this offering.

You may request a copy of our SEC filings at no cost by writing or telephoning us at the following address or phone number, as the case may be:

Bryan Hatchell, Investor Relations Manager
Investor Relations
SCANA Corporation
220 Operation Way
Mail Code B125
Cayce, South Carolina 29033-3701
(803) 217-7458

You may obtain more information by visiting SCANA's Internet web site at *http://www.scana.com* (which is not intended to be an active hyperlink). The information on SCANA's Internet web site is not incorporated by reference in this prospectus supplement or the accompanying prospectus, and you should not consider it part of this prospectus supplement or the accompanying prospectus.

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PROSPECTUS

SCANA Corporation
South Carolina Electric & Gas Company

100 SCANA Parkway
Cayce, South Carolina 29033
(803) 217-9000

SCANA CORPORATION

Medium Term Notes, Junior Subordinated Notes and Common Stock

SOUTH CAROLINA ELECTRIC & GAS COMPANY

First Mortgage Bonds

This prospectus contains summaries of the general terms of Medium Term Notes (the "Notes"), Junior Subordinated Notes (the "Junior Subordinated Notes") and Common Stock (the "Common Stock") to be issued by SCANA Corporation ("SCANA") and First Mortgage Bonds (the "Bonds") to be issued by South Carolina Electric & Gas Company ("SCE&G"). You will find the specific terms of these securities, and the manner in which they are being offered, in supplements to this prospectus. You should read this prospectus and the applicable pricing supplement (with respect to an offering of the Notes) or prospectus supplement (with respect to offerings of the Junior Subordinated Notes, the Common Stock or the Bonds) carefully before you invest.

The Common Stock is listed on The New York Stock Exchange under the symbol "SCG." Unless otherwise indicated in a pricing or prospectus supplement, the other securities described in this prospectus will not be listed on a national securities exchange.

Investing in these securities involves risks. See "RISK FACTORS" beginning on page 5 herein to read about certain factors you should consider before buying these securities.

We urge you to carefully read this prospectus and the applicable pricing or prospectus supplement, which will describe the specific terms of the offering, before you make your investment decision.

A pricing or prospectus supplement will name any agents or underwriters involved in the sale of these securities and will describe any compensation not described in this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus or any pricing or prospectus supplement. Any representation to the contrary is a criminal offense.

The date of this prospectus is November 12, 2009.

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ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission ("SEC") utilizing a "shelf" registration process. Under this shelf registration process, we may sell any or all of the securities described in this prospectus in one or more offerings. This prospectus provides you with a general description of these securities. Each time we sell securities, we will provide a pricing or prospectus supplement that will contain specific information about the terms of that offering. The pricing or prospectus supplement may also add, update or change information contained in this prospectus. You should read both this prospectus and the relevant pricing or prospectus supplement, together with the additional information described under the heading "Where You Can Find More Information."

As used in this prospectus, "SCANA" refers to SCANA Corporation and "SCE&G" refers to South Carolina Electric & Gas Company. The terms "we," "us" and "our" refer to SCANA when discussing the securities to be issued by SCANA, SCE&G when discussing the securities to be issued by SCE&G, and collectively to SCANA and SCE&G where the context requires. The term "Company" refers to SCANA and its subsidiaries.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION

Statements included in this prospectus, any pricing or prospectus supplement and the documents incorporated by reference herein which are not statements of historical fact are intended to be, and are hereby identified as, "forward-looking statements" for purposes of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Forward-looking statements include, but are not limited to, statements concerning key earnings drivers, customer growth, environmental regulations and expenditures, leverage ratio, projections for pension fund contributions, financing activities, access to sources of capital, impacts of the adoption of new accounting rules and estimated construction and other expenditures. In some cases, forward-looking statements can be identified by terminology such as "may," "will," "could," "should," "expects," "plans," "anticipates," "believes," "estimates," "projects," "predicts," "potential" or "continue" or the negative of these terms or other similar terminology. Readers are cautioned that any such forward-looking statements are not guarantees of future performance and involve a number of risks and uncertainties, and that actual results could differ materially from those indicated by such forward-looking statements. Important factors that could cause actual results to differ materially from those indicated by such forward-looking statements include, but are not limited to, the following:

(1) the information is of a preliminary nature and may be subject to further and/or continuing review and adjustment;

(2) regulatory actions, particularly changes in rate regulation and environmental regulations;

(3) current and future litigation;

(4) changes in the economy, especially in areas served by SCANA's subsidiaries;

(5) the impact of competition from other energy suppliers, including competition from alternate fuels in industrial interruptible markets;

(6) growth opportunities for SCANA's regulated and diversified subsidiaries;

(7) the results of short- and long-term financing efforts, including future prospects for obtaining access to capital markets and other sources of liquidity;

(8) changes in accounting rules and accounting policies for SCANA or its subsidiaries;

(9)

the effects of weather, including drought, especially in areas where the Company's generation and transmission facilities are located and in areas served by SCANA's subsidiaries;

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(10) payment by counterparties as and when due;

(11) the results of efforts to license, site, construct and finance facilities for baseload electric generation;

(12) the availability of fuels such as coal, natural gas and enriched uranium used to produce electricity; the availability of purchased power and natural gas for distribution; the level and volatility of future market prices for such fuels and purchased power; and the ability to recover the costs for such fuels and purchased power;

(13) performance of SCANA's pension plan assets;

(14) inflation;

(15) compliance with regulations; and

(16) the other risks and uncertainties described from time to time in the periodic reports filed by SCANA or SCE&G with the SEC.

We disclaim any obligation to update any forward-looking statements.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. SCANA's file number with the SEC is 001-08809 and SCE&G's file number with the SEC is 001-03375. Our SEC filings are available to the public over the Internet at the SEC's web site at *http://www.sec.gov*. You may also read and copy any document we file with the SEC at the SEC's public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference rooms. You may also read and copy these documents at the offices of The New York Stock Exchange, 20 Broad Street, New York, New York 10005.

This prospectus does not repeat important information that you can find elsewhere in the registration statement and in the reports and other documents which we file with the SEC under the Exchange Act. The SEC allows us to "incorporate by reference" the information we file with it, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this prospectus and information that we file later with the SEC will automatically update or supersede this information. We incorporate by reference the documents listed below and any future filings (other than any portions of those documents not deemed to be filed) made with the SEC under Sections 13(a), 13(c), 14, or 15(d) of the Exchange Act, Act until all of the securities to which this prospectus relates are sold or the offering is otherwise terminated:

SCANA

Annual Report on Form 10-K for the year ended December 31, 2008;

Quarterly Reports on Form 10-Q for the quarters ended March 31, 2009, June 30, 2009 and September 30, 2009;

Quarterly Report on Form 10-Q/A filed on July 2, 2009;

Current Reports on Form 8-K, filed January 5, 2009, February 23, 2009, May 18, 2009, July 20, 2009, July 30, 2009 (with respect to Item 5.02 of Form 8-K) and August 14, 2009; and

the description of the Common Stock contained in SCANA's Registration Statement under the Exchange Act on Form 8-B dated November 6, 1984, as amended May 26, 1995.

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SCE&G

Annual Report on Form 10-K, as amended, for the year ended December 31, 2008;

Quarterly Reports on Form 10-Q for the quarters ended March 31, 2009, June 30, 2009 and September 30, 2009;

Quarterly Reports on Form 10-Q/A filed on July 2, 2009 and October 9, 2009; and

Current Reports on Form 8-K, filed March 11, 2009, May 18, 2009, May 19, 2009, June 29, 2009, July 20, 2009, August 14, 2009 and August 24, 2009.

You may request a copy of these filings, at no cost, by writing or telephoning us at:

Bryan Hatchell, Investor Relations Manager
Investor Relations B222
SCANA Corporation
220 Operation Way
Cayce, South Carolina 29033-3701
(803) 217-7458

You may obtain more information by contacting our Internet website, at *http://www.scana.com* (which is not intended to be an active hyperlink). The information on our Internet website (other than the documents expressly incorporated by reference as set forth above) is not incorporated by reference in this prospectus, and you should not consider it part of this prospectus.

You should rely only on the information we incorporate by reference or provide in this prospectus or any pricing or prospectus supplement. We have not authorized anyone else to provide you with different information. We are not making an offer of these securities in any state where the offer is not permitted. You should not assume that the information in this prospectus or any pricing or prospectus supplement is accurate as of any date other than the date on the front of those documents.

THE REGISTRANTS

SCANA is an energy-based holding company which, through its subsidiaries, engages principally in electric and natural gas utility operations and other energy-related businesses. Through its subsidiaries, the Company serves more than 654,000 electric customers in South Carolina and more than 1.2 million natural gas customers in South Carolina, North Carolina and Georgia.

SCANA is a South Carolina corporation with general business powers, and was incorporated on October 10, 1984. SCANA's principal executive office is located at 100 SCANA Parkway, Cayce, South Carolina 29033, telephone (803) 217-9000, and its mailing address is 220 Operation Way, Cayce, South Carolina 29033-3701.

Regulated Utilities

The Company operates its regulated utility businesses in North Carolina and South Carolina through wholly-owned subsidiaries. These regulated businesses continue to be the foundation of the Company's operations and are conducted in an environment supported by growing service territories and favorable regulatory treatment. The Company is allowed, subject to state commission approval during annual fuel and purchased gas cost hearings, full pass-through to retail customers of its electric fuel and natural gas costs. This approval has historically been granted. There is also a weather normalization clause in effect for our natural gas customers in South Carolina. In North Carolina, Public Service Company of North Carolina, Incorporated ("PSNC Energy") utilizes a customer usage tracker ("CUT"), a rate decoupling mechanism that breaks the link between revenues and the amount of natural gas sold, which allows PSNC Energy to periodically adjust its base rates for residential and

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commercial customers based on average per customer consumption. These measures mitigate our commodity price risk and customer usage fluctuations and allow us to focus our efforts on serving our customers. The following is a discussion of the Company's principal regulated utility subsidiaries.

SCE&G. SCE&G is a public utility engaged in the generation, transmission, distribution and sale of electricity and the purchase, sale and transportation, primarily at retail, of natural gas in South Carolina. SCE&G's electric service area extends into 24 counties covering more than 16,000 square miles of the central, southern and southwestern portions of South Carolina. SCE&G's service area for natural gas encompasses more than 23,000 square miles in all or part of 35 of South Carolina's 46 counties. The total population of the counties representing SCE&G's combined service area is more than 3.0 million. SCE&G's principal executive office is located at 100 SCANA Parkway, Cayce, South Carolina 29033, telephone (803) 217-9000, and its mailing address is 220 Operation Way, Cayce, South Carolina 29033-3701.

SCE&G provides all of its electric generation capacity through its own facilities and through the purchase of all of the electric generation of Williams Station, which is owned by South Carolina Generating Company, Inc. ("GENCO"), a wholly owned subsidiary of SCANA. SCE&G maintains a balanced supply and demand position as it relates to electric generation.

SCE&G also operates and has a two-thirds interest in V. C. Summer Nuclear Station in South Carolina. This station furnished approximately 19% of SCE&G's electric generating capacity in 2009.

PSNC Energy. PSNC Energy is a public utility engaged primarily in purchasing, selling, transporting and distributing natural gas to approximately 460,000 residential, commercial and industrial customers in North Carolina. PSNC Energy's franchised service area includes 28 counties covering approximately 12,000 square miles of North Carolina.

PSNC Energy is regulated by the North Carolina Utilities Commission ("NCUC"). PSNC Energy's rates are established using a benchmark cost of gas approved by the NCUC, which may be modified periodically to reflect changes in the market price of natural gas and, through operation of the CUT, PSNC Energy's base rates for residential and commercial customers are also adjusted based on average per customer consumption. The NCUC reviews PSNC Energy's gas purchasing practices each year.

Carolina Gas Transmission Corporation ("CGT"). CGT operates as an open access, transportation-only interstate pipeline company and is regulated by the Federal Energy Regulatory Commission.

CGT transports natural gas in southeastern Georgia and in South Carolina and has interconnections with Southern Natural Gas Company ("Southern Natural") at Port Wentworth, Georgia and with Southern LNG, Inc. at Elba Island, near Savannah, Georgia. CGT also has interconnections with Southern Natural in Aiken County, South Carolina, and with Transcontinental Gas Pipeline Corporation in Cherokee and Spartanburg counties, South Carolina. CGT's customers include SCE&G (which uses natural gas for electricity generation and for gas distribution to retail customers), SCANA Energy Marketing, Inc. (which markets natural gas to industrial and sale for resale customers, primarily in the Southeast), other natural gas utilities, municipalities and county gas authorities, and industrial customers primarily engaged in the manufacturing or processing of ceramics, paper, metal, food and textiles.

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Principal Nonregulated Business

SCANA Energy Marketing, Inc. SCANA Energy Marketing, Inc. markets natural gas primarily in the southeastern United States, and provides energy-related risk management services to producers and customers. A division of SCANA Energy Marketing, Inc., SCANA Energy, markets natural gas in Georgia's deregulated natural gas market. At September 30, 2009, SCANA Energy had more than 440,000 natural gas customers in the Georgia market and serves as Georgia's regulated provider under a contract with the Georgia Public Service Commission. SCANA Energy is the second-largest marketer in Georgia's non-regulated retail gas market. SCANA Energy faces significant competition in the Georgia natural gas market.

The information above concerning us and our subsidiaries is only a summary and does not purport to be comprehensive. For additional information concerning us and our subsidiaries, you should refer to the information described in "WHERE YOU CAN FIND MORE INFORMATION."

RISK FACTORS

Investing in our securities involves a significant degree of risk. In deciding whether to invest in our securities, you should carefully consider those risk factors included in Item 1A, Risk Factors, of our most recent annual reports on Form 10-K, as supplemented by our quarterly reports after such annual reports on Form 10-Q, each of which is incorporated herein by reference, and those risk factors that may be included in the applicable pricing or prospectus supplement, together with all of the other information presented in this prospectus, any pricing or prospectus supplement and the documents we have incorporated by reference. Each of these factors could materially adversely affect our operations, financial results and the market price of our securities.

RATIO OF EARNINGS TO FIXED CHARGES

Our historical ratios of earnings to fixed charges are as follows:

	Nine Months Ended September 30, 2009	Twelve Months Ended September 30, 2009	Year Ended December 31,				
			2008	2007	2006	2005	2004
SCANA	2.88	2.89	3.04	3.03	2.94	2.19	2.65
SCE&G	3.42	3.23	3.51	3.40	3.32	2.26	3.40

For purposes of these ratios, earnings represent pre-tax income from continuing operations plus fixed charges and distributed income from equity investees, less preferred stock dividend requirements. Fixed charges represent interest charges, preferred stock dividend requirements and the estimated interest portion of annual rentals.

USE OF PROCEEDS

Unless we state otherwise in a pricing or prospectus supplement, the net proceeds from the sale of the securities offered by this prospectus will be used for financing capital expenditures, for refunding, redeeming or retiring debt and preferred stock and for other general corporate purposes. Pending application of the net proceeds for specific purposes, we may invest the proceeds in short-term or marketable securities.

DESCRIPTION OF THE MEDIUM TERM NOTES

General

SCANA will issue the Notes under an Indenture dated as of November 1, 1989 (the "Note Indenture") between SCANA and The Bank of New York Mellon Trust Company, N. A. (successor to

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The Bank of New York), as trustee (the "Note Trustee"). A copy of the Note Indenture has been incorporated by reference as an exhibit to the registration statement of which this prospectus is a part. The information in this section "DESCRIPTION OF THE MEDIUM TERM NOTES" briefly outlines some of the provisions of the Note Indenture. Please review the Note Indenture that we filed with the SEC for a full statement of those provisions. See "WHERE YOU CAN FIND MORE INFORMATION" on how to obtain a copy of the Note Indenture. You may also review the Note Indenture at the Note Trustee's offices at 101 Barclay Street 8W, New York, New York 10286.

Capitalized terms used and defined under this heading "DESCRIPTION OF THE MEDIUM TERM NOTES" have the meanings given such terms as defined herein. Capitalized terms used under this heading which are not otherwise defined in this prospectus have the meanings given those terms in the Note Indenture. The summaries under this heading "DESCRIPTION OF THE MEDIUM TERM NOTES" are not detailed. Whenever particular provisions of the Note Indenture or terms defined in the Note Indenture are referred to, those statements are qualified by reference to the Note Indenture. References to article and section numbers under this heading "DESCRIPTION OF THE MEDIUM TERM NOTES," unless otherwise indicated, are references to article and section numbers of the Note Indenture.

The Notes and all other debentures, notes or other evidences of indebtedness issued under the Note Indenture (referenced in this section as "debt securities") will be unsecured and will in all respects be equally and ratably entitled to the benefits of the Note Indenture, without preference, priority or distinction, and will rank equally with all other unsecured and unsubordinated indebtedness of SCANA. The Note Indenture does not limit the amount of debt securities that can be issued thereunder, and provides that our Notes may be executed in one or more series, as established in or pursuant to a board resolution and set forth in an officers' certificate or established in one or more supplemental indentures, and authenticated and delivered upon the delivery to the Note Trustee of such company orders, opinions and officers' certificates as may be required under the Note Indenture. (Section 201). The Note Indenture also allows us to "reopen" any series of debt securities (including any series of Notes) by issuing additional debt securities of that series, if permitted by the terms of that series.

Each pricing supplement which accompanies this prospectus in connection with an offering of Notes will set forth some or all of the following information to describe a particular series of Notes:

any limit upon the aggregate principal amount of the Notes;

the date or dates on which the principal of the Notes will be payable;

the rate or rates at which the Notes will bear interest, if any (or the method of calculating the rate); the date or dates from which the interest will accrue; the date or dates on which the interest will be payable ("Interest Payment Dates"); the record dates for the interest payable on the Interest Payment Dates; and the basis upon which interest will be calculated if other than of a 360-day year of twelve 30-day months;

any option on the part of us or the holders thereof to redeem the Notes and redemption terms and conditions;

any obligation on our part to redeem or purchase the Notes in accordance with any sinking fund or analogous provisions or at the option of the holder and the relevant terms and conditions for that redemption or purchase;

the denominations of the Notes;

whether the Notes are subject to a book-entry system of transfers and payments; and

any other particular terms of the Notes and of their offering. (Section 301)

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Payment of Notes; Transfers; Exchanges

Unless otherwise provided in a pricing supplement, we will pay any interest due on each Note to the person in whose name that Note is registered as of the close of business on the record date relating to each Interest Payment Date. However, we will pay interest when the Notes mature (whether the Notes mature on their stated date of maturity, the date the Notes are redeemed or otherwise) to the person to whom the principal payment on the Notes is paid. If there is a default in the payment of interest on the Notes, we may either (1) choose a special record date and pay the holders of the Notes at the close of business on that date, or (2) pay the holders of the Notes in any other lawful manner, all as more fully described in the Note Indenture. (Section 307)

We will pay principal of, and any premium and interest due on, the Notes at maturity or upon earlier redemption or repayment of a Note upon surrender of that Note at the office of the paying agent (currently, the Note Trustee in New York, New York). (Sections 307, 308 and 1105) The applicable pricing supplement identifies any other place of payment and any other paying agent. We may change the place at which the Notes will be payable, may appoint one or more additional paying agents and may remove any paying agent, all at our discretion. (Section 1002) Further, if we provide money to a paying agent to be used to make payments of principal of, premium (if any) or interest on any Note and that money has not rightfully been claimed two years after the applicable principal, premium or interest payment is due, then we may instruct the paying agent to remit that money to us, and any holder of a Note seeking those payments may thereafter look only to us for that money. (Section 1003)

Except as provided in the following sentence or in a pricing supplement, if principal of or premium (if any) or interest on the Notes is payable on a day which is not a Business Day, payment thereof will be postponed to the next Business Day, and no additional interest will accrue as a result of the delayed payment. However, for LIBOR Rate Notes, if the next Business Day is in the next calendar month, interest will be paid on the preceding Business Day and interest shall accrue through the date immediately preceding the date of payment for regularly scheduled interest payment dates (other than the maturity date). (Section 114)

"Business Day" means any day other than a Saturday or Sunday that (1) is not a day on which banking institutions in Washington, D.C., or in New York, New York, are authorized or obligated by law or executive order to be closed, and (2) with respect to LIBOR Rate Notes only, is a day on which dealings in deposits in U. S. dollars are transacted in the London interbank market.

The "record date" will be 15 calendar days prior to each Interest Payment Date, whether or not that day is a Business Day, unless otherwise indicated in this prospectus or in the applicable pricing supplement.

All percentages resulting from any calculation of Notes will be rounded, if necessary, to the nearest one-hundred thousandth of a percentage point, with five one-millionths of a percentage point rounded upwards (e.g., 9.876545% (or 0.09876545) being rounded to 9.87655% (or 0.0987655) and 9.876544% (or 0.09876544) being rounded to 9.87654% (or 0.0987654)), and all dollar amounts used in or resulting from such calculation will be rounded to the nearest cent (with one-half cent being rounded upwards).

You may transfer or exchange the Notes for other Notes of the same series, in authorized denominations (which are, unless otherwise stated in the pricing supplement, denominations of $1,000 and any integral multiple thereof), and of like aggregate principal amount, at our office or agency in New York, New York (currently, the Note Trustee). At our discretion, we may change the place for registration and transfer of the Notes, and we may appoint one or more additional security registrars and remove any security registrar. The pricing supplement will identify any additional place for registration of transfer and any additional security registrar. You are not responsible for paying a

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service charge for any transfer or exchange of the Notes, but you may have to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of the Notes. (Sections 305 and 1004).

For additional information with respect to the rights of the owners of beneficial interests in Notes subject to a book-entry system of transfers and payments, see "BOOK-ENTRY SYSTEM."

Interest Rates Payable on Notes

We have provided a glossary at the end of this heading to define the capitalized words used in discussing the interest rates payable on the Notes. Whenever we refer to time in this section, we mean the time as in effect in New York, New York, unless otherwise specified.

The interest rate on the Notes will either be fixed or floating.

Fixed Rate Notes

If we issue Notes that bear interest at a fixed rate (the "Fixed Rate Notes"), the applicable pricing supplement will designate the fixed rate of interest payable on the Notes. Unless otherwise set forth in the applicable pricing supplement:

Interest on Fixed Rate Notes will be payable semi-annually each April 1 and October 1 and at maturity or upon earlier redemption or repayment.

Record dates for Fixed Rate Notes will be January 30 (for interest to be paid on April 1) and July 30 (for interest to be paid on October 1). Interest payments will be the amount of interest accrued to, but excluding, each April 1 and October 1.

Interest will be computed using a 360-day year of twelve 30-day months.

Floating Rate Notes

General. Each Note that bears interest at a floating rate (the "Floating Rate Notes") will have an interest rate formula which may be based on one of the following base rates, as determined by the applicable pricing supplement:

the commercial paper rate (the "Commercial Paper Rate Note");

LIBOR (the "LIBOR Rate Note");

the treasury rate (the "Treasury Rate Note"); or

any other base rate specified in the applicable pricing supplement.

The applicable pricing supplement will also indicate the Spread and/or Spread Multiplier, if any. The interest rates applicable to the Floating Rate Notes will be equal to one of the base rates, plus or minus the Spread, if any, or multiplied by the Spread Multiplier, if any. Any Floating Rate Note may have either or both of the following:

a maximum numerical interest rate limitation, or ceiling, on the rate of interest that accrues during any interest period; and

a minimum numerical interest rate limitation, or floor, on the rate of interest that accrues during any interest period.

In addition, the interest rate on a Floating Rate Note will never be higher than the maximum rate permitted by applicable law, including United States law of general application.

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Date of Interest Rate Change. The interest rate on each Floating Rate Note may be reset daily, weekly, monthly, quarterly, semi-annually, annually or for any other period specified in the applicable pricing supplement. The Interest Reset Date will be:

for Floating Rate Notes which reset daily, each Business Day;

for Floating Rate Notes (other than Treasury Rate Notes) that reset weekly, Wednesday of each week;

for Treasury Rate Notes that reset weekly, Tuesday of each week;

for Floating Rate Notes that reset monthly, the third Wednesday of each month;

for Floating Rate Notes that reset quarterly, the third Wednesday of March, June, September and December;

for Floating Rate Notes that reset semi-annually, the third Wednesday of the two months specified in the applicable pricing supplement;

for Floating Rate Notes that reset annually, the third Wednesday of the month specified in the applicable pricing supplement; and

for Floating Rate Notes which reset for other periods, the day of the week and month or months specified in the applicable pricing supplement.

The initial interest rate or interest rate formula on each Floating Rate Note effective until the first Interest Reset Date will be shown in a pricing supplement. Thereafter, the interest rate will be the rate determined on the next Interest Determination Date, as explained below. Each time a new interest rate is determined, it will become effective on the subsequent Interest Reset Date. If any Interest Reset Date is not a Business Day, then the Interest Reset Date will be postponed to the next Business Day. However, in the case of a LIBOR Rate Note, if the next Business Day is in the next calendar month, the Interest Reset Date will be the immediately preceding Business Day. Further, if an applicable auction of Treasury Bills (as defined herein) falls on a day that would otherwise be an Interest Reset Date for Treasury Rate Notes, the Interest Reset Date will be the next Business Day.

When Interest Rate is Determined. The Interest Determination Date for the Commercial Paper Rate (the "Commercial Paper Interest Determination Date") and for LIBOR (the "LIBOR Interest Determination Date") will be the second Business Day preceding each Interest Reset Date. The Interest Determination Date for the Treasury Rate (the "Treasury Rate Interest Determination Date") will be the day on which Treasury Bills would normally be auctioned. Treasury Bills are usually sold at auction on Monday of each week, unless that day is a legal holiday, in which case the auction is usually held on Tuesday. However, the auction may be held on the preceding Friday. If an auction is held on the preceding Friday, that day will be the Treasury Rate Interest Determination Date pertaining to the Interest Reset Date occurring in the next week.

When Interest is Paid. Interest on Floating Rate Notes will be payable monthly, quarterly, semi-annually or annually, as provided in the applicable pricing supplement. Except as provided below or in the pricing supplement, interest is paid as follows:

for Floating Rate Notes on which interest is payable monthly, the third Wednesday of each month;

for Floating Rate Notes on which interest is payable quarterly, the third Wednesday of March, June, September and December;

for Floating Rate Notes on which interest is payable semi-annually, the third Wednesday of the two months specified in the applicable pricing supplement; and

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for Floating Rate Notes on which interest is payable annually, the third Wednesday of the month specified in the applicable pricing supplement.

The interest payable for Floating Rate Notes (other than those Floating Rate Notes which reset daily or weekly) will be the amount of interest accrued (1) from and including the date the applicable Floating Rate Notes were issued or (2) from but excluding the last date for which interest has been paid, to but excluding the Interest Payment Date or maturity date, as applicable, for those Floating Rate Notes. For Floating Rate Notes which reset daily or weekly, the interest payable will be the amount of interest accrued (a) from and including the date the applicable Floating Rate Notes were issued, or (b) from but excluding the last date for which interest has been paid, to and including the day immediately preceding the applicable Interest Payment Date, other than the maturity date (for which interest is payable to but excluding the maturity date for those Floating Rate Notes).

The accrued interest for any period is calculated by multiplying the principal amount of a Floating Rate Note by an accrued interest factor. The accrued interest factor is computed by adding the interest factor calculated for each day in the period for which accrued interest is being calculated. The interest factor (expressed as a decimal) is computed by dividing the interest rate applicable to that date by 360, except for Treasury Rate Notes, for which it will be divided by the actual number of days in the year.

Calculation of Interest on Floating Rate Notes. We will calculate or will appoint and enter into an agreement with a Calculation Agent (as defined herein) to calculate the interest rates on Floating Rate Notes.

"Calculation Date" means, unless otherwise specified in a pricing supplement, the tenth calendar day after an Interest Determination Date or, if the tenth day is not a Business Day, the next Business Day. Unless otherwise provided in the applicable pricing supplement, The Bank of New York Mellon Trust Company, N. A., is the "Calculation Agent" for the Floating Rate Notes, and, upon request of any holder of a Floating Rate Note, will provide (1) the interest rate then in effect and (2) if available, the interest rate to be effective on the next Interest Reset Date for that Floating Rate Note.

Commercial Paper Rate Notes. Each Commercial Paper Rate Note will bear interest at the rate (calculated with reference to the Commercial Paper Rate and the Spread and/or Spread Multiplier, if any) specified in that Commercial Paper Rate Note and in the applicable pricing supplement.

"Commercial Paper Rate" means, with respect to any Commercial Paper Rate Interest Determination Date, the Money Market Yield (calculated as described below) on such date of the rate for commercial paper having the Index Maturity specified in the applicable pricing supplement as published in H.15(519) under the heading "Commercial Paper-Nonfinancial."

The following procedures will occur if the rate cannot be set as described above:

If the applicable rate is not published in H.15(519) by 3:00 P.M., New York City time, on the Calculation Date, then the Commercial Paper Rate will be the Money Market Yield, on that Commercial Paper Rate Interest Determination Date, of the rate for commercial paper having the Index Maturity specified in the applicable pricing supplement as published in H.15 Daily Update under the heading "Commercial Paper Non-Financial," or any successor heading.

If the applicable rate is not published in either H.15(519) or H.15 Daily Update by 3:00 P.M., New York City time, on such Calculation Date, then the Commercial Paper Rate will be calculated by the Calculation Agent and will be the Money Market Yield of the average of the offered rates, as of approximately 11:00 A.M., New York City time, on that Commercial Paper Rate Interest Determination Date, of three leading dealers of commercial paper in New York, New York selected by the Calculation Agent for commercial paper of the applicable Index Maturity placed for a non-financial issuer whose bond rating is "AA," or the equivalent, from a nationally recognized statistical rating agency.

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If fewer than three dealers selected by the Calculation Agent are quoting rates as set forth above, the Commercial Paper Rate in effect for the applicable period will be the Commercial Paper Rate determined as of the immediately preceding Commercial Paper Rate Interest Determination Date.

LIBOR Rate Notes. Each LIBOR Rate Note will bear interest at the rate (calculated with reference to LIBOR and the Spread and/or Spread Multiplier, if any) specified on the LIBOR Rate Note and in the applicable pricing supplement, determined by the Calculation Agent as follows:

The Calculation Agent will determine LIBOR as follows:

With respect to any LIBOR Interest Determination Date, LIBOR will be the rate for deposits in the Designated LIBOR Currency having the Index Maturity specified in the applicable pricing supplement, beginning on the second Business Day immediately after that date, that appears on Reuters on page LIBOR01 (or any other page as may replace such page on such service for the purpose of displaying the London interbank rates of major banks for the Designated LIBOR Currency ("Reuters Page LIBOR01")) as of 11:00 A.M., London time, on that date.

If no such rate appears on Reuters Page LIBOR01, LIBOR for that date will be determined as follows:

(a) LIBOR will be determined based on the rates at approximately 11:00 A.M., London time, on that LIBOR Interest Determination Date at which deposits in the Designated LIBOR Currency having the applicable Index Maturity are offered by four major banks in the London interbank market to prime banks in the London interbank market selected by the Calculation Agent in a principal amount that is representative for a single transaction in that market at that time (a "Representative Amount"). The offered rates must begin on the second Business Day immediately after that LIBOR Interest Determination Date.

(b) The Calculation Agent will request the principal London office of each of the four banks mentioned in (a) above to provide a quotation of its rate. If at least two such quotations are provided, LIBOR will equal the average of such quotations.

(c) If fewer than two quotations are provided, LIBOR will equal the average of the rates quoted as of 11:00 A.M, in the applicable Principal Financial Center, on that date by three major banks in the applicable Principal Financial Center selected by the Calculation Agent. The rates will be for loans in the Designated LIBOR Currency to leading European banks having the Index Maturity specified in the pricing supplement beginning on the second Business Day after that date and in a Representative Amount.

(d) If the banks selected by the Calculation Agent are not quoting as mentioned in (c) above, the rate of interest in effect for the applicable period will be the same as the rate of interest in effect for the prior Interest Reset Period.

"Designated LIBOR Currency" means, with respect to any LIBOR Note, the currency (including composite currency units), if any, designated in the applicable pricing supplement as the currency for which LIBOR will be calculated. If no such currency is designated in the Floating Rate Notes and the applicable pricing supplement, the Designated LIBOR Currency shall be U.S. dollars.

Treasury Rate Notes. Each Treasury Rate Note will bear interest at the rate (calculated with reference to the Treasury Rate and the Spread and/or Spread Multiplier, if any) specified on the Treasury Rate Note and in the applicable pricing supplement.

"Treasury Rate" means, with respect to any Treasury Rate Interest Determination Date, the rate applicable to the most recent auction of direct obligations of the United States ("Treasury Bills") having the Index Maturity specified in the applicable pricing supplement on the display on Reuters on page USAUCTION 10 or USAUCTION 11 (or any other page as may replace page USAUCTION 10 or USAUCTION 11) under the heading "INVEST RATE."

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The following procedures will occur if the rate cannot be set as described above:

If that rate is not published by 3:00 P.M., New York City time, on the applicable Calculation Date, the rate will be the auction average rate (expressed as a bond equivalent, on the basis of a year of 365 or 366 days, as applicable, and applied on a daily basis) for such auction as otherwise announced by the United States Department of the Treasury.

If the results of the auction of Treasury Bills having the applicable Index Maturity are not published or announced as described above by 3:00 P.M. on such Calculation Date, or if no such auction is held in a particular week, then the Treasury Rate shall be calculated by the Calculation Agent as follows:

(1) The rate shall be calculated as a yield to maturity (expressed as a bond equivalent on the basis of a year of 365 or 366 days, as applicable, and applied on a daily basis) of the average of the secondary market bid rates, as of approximately 3:30 P.M. on such Treasury Rate Interest Determination Date, of three leading primary United States government securities dealers selected by the Calculation Agent for the issue of Treasury Bills with a remaining maturity closest to the specified Index Maturity; and

(2) If the dealers selected by the Calculation Agent are not quoting as mentioned in (1) above, the rate of interest in effect for the applicable period will be the rate of interest in effect for the prior interest reset period.

Redemptions

Redemption Elected by Us

As specified in the applicable pricing supplement, we may either (1) redeem the Notes or (2) not redeem the Notes, prior to their stated maturity. If we can redeem the Notes, then the following terms will apply as specified in the applicable pricing supplement:

we may redeem all or some of the Notes at one time;

we may redeem Notes on any date or after the date specified as the "Initial Redemption Date" in the applicable pricing supplement; and

we may redeem Notes at the price specified in the applicable pricing supplement, together with accrued interest to the redemption date. (Section 1101)

If we redeem some or all of the Notes, the Note Trustee must notify you between 30 and 60 (or such shorter period specified in the applicable pricing supplement) days before the redemption date (by first-class mail, postage prepaid) that some or all of the Notes will be redeemed. (Sections 106 and 1104) Further, if only a part of a Note is redeemed, then the holder of the unredeemed part of that Note will receive one or more new Notes. (Section 1107) The Notes will not be subject to any sinking fund. (Section 1201)

Redemption Elected by You

You may be able to instruct us to purchase the Note that you hold before that Note reaches its stated maturity date in accordance with the terms of the Note. (Section 1301) To the extent that you have the right to ask us to purchase any Note, the applicable pricing supplement will specify the terms of that right, including (1) the date or dates on which that Note may be sold by you and (2) the price (plus accrued interest) that we must pay you for that Note.

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To instruct us to purchase your Note, you must deliver to the paying agent (currently, the Note Trustee), between 30 and 45 days before the date on which the Note may be sold by you, the following items:

the Note;

the completed form entitled "Option to Elect Repayment" which will be printed on the reverse side of the Note; and

a fax or letter from (1) a member of a national securities exchange, (2) a member of the National Association of Securities Dealers, Inc. or (3) a U.S. commercial bank or trust company containing the following information:

(a) your name;

(b) the principal amount of the Note you wish to sell;

(c) the certificate number or a description of the tenor and terms of that Note;

(d) a statement that you are exercising your option to elect repayment of the Note you hold; and

(e) a guarantee that the Note and the completed form will be received by the paying agent within five Business Days after the date the fax or letter is received by the paying agent.

Once you tender the Note to be redeemed to the paying agent, you may not revoke your earlier election. You may instruct us to purchase part of the Notes you hold, provided that the Notes you continue to hold after that redemption are outstanding in an authorized denomination of $1,000 and an integral multiple of $1,000.

If a series of Notes is held in book-entry form by DTC or its nominee, as more particularly described under the heading "BOOK-ENTRY SYSTEM," only it (as the actual holder of the Notes) may instruct us to purchase those Notes. However, you, as the beneficial owner of the Notes, may direct the broker or other direct or indirect participant through which you hold an interest in the Notes to notify DTC of your desire to have your Notes purchased (which will in turn notify us according to the above-mentioned procedures). Because different firms and brokers have different cut-off times for accepting instructions from their customers, you should consult your broker or other direct or indirect participant through which you hold an interest in the Notes to determine by when you must act, so that timely notice is delivered to DTC.

At any time, we may purchase the Notes or beneficial ownership interests in the Notes (if they are held in book-entry form) at any price in the open market or otherwise. In our sole discretion, we may hold, resell or retire any Notes or beneficial ownership interests in those Notes that we purchase.

Defaults

The following are defaults under the Note Indenture with respect to debt securities issued under the Note Indenture:

(1) We fail to make payment of principal and premium (if any) on the debt securities when due and payable at maturity,

(2) We fail to make payment of any interest or any other amount when due and payable on the debt securities, and such default continues for a period of 30 days;

(3) We fail to deposit any sinking fund payment when due and payable on the debt securities, and such default continues for a period of three Business Days;

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(4) We file for bankruptcy or certain other events involving insolvency, receivership or bankruptcy occur;

(5) We fail to perform certain covenants or agreements contained in the Note Indenture;

(6) Either we or our principal subsidiaries (notably SCE&G and GENCO) fail to make payment on certain indebtedness or otherwise fail to perform under such indebtedness.

Certain of these events become defaults only after the lapse of prescribed periods of time and/or notice from the Note Trustee. (Section 501)

Upon the occurrence of a default under the Note Indenture, either the Note Trustee or the holder of at least 25% in principal amount of outstanding debt securities of the affected series may declare the principal of all outstanding debt securities of that series immediately due and payable. However, if the default is cured, the holders of a majority in principal amount of outstanding debt securities of the affected series may rescind that declaration and annul the declaration and its consequences. (Section 502)

The holders of a majority in principal amount of outstanding debt securities of the affected series may direct the time, method and place of conducting any proceeding for the enforcement of the Note Indenture. (Section 512)

No holder of any debt security of any series has the right to institute any proceeding with respect to the Note Indenture unless:

the holder previously gave written notice of a continuing event of default relating to the debt securities of that series to the Note Trustee,

the holders of more than 25% in principal amount of outstanding debt securities of the affected series tender to the Note Trustee reasonable indemnity against costs and liabilities and request the Note Trustee to take action, and the Note Trustee declines to take action for 60 days after receipt of such request, and

the holders of a majority in principal amount of outstanding debt securities of the affected series give no inconsistent direction during such 60-day period;

provided, however, that each holder of a Note shall have the right to enforce payment of that Note when due. (Sections 507 and 508)

The Note Trustee must notify the holders of the debt securities of any series within 90 days after a default has occurred with respect to those debt securities, unless that default has been cured or waived, provided, however, except in the case of default in the payment of principal of, premium (if any), or interest or other amount payable on any debt security, the Note Trustee may withhold the notice if it determines that it is in the interest of those holders to do so. (Section 602)

We are required under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), to furnish to the Note Trustee at least once every year a certificate as to our compliance with the conditions and covenants under the Note Indenture and to deliver reports, information and other documents to the Note Trustee and to file certain documents with the SEC. (Sections 704 and 1005)

Covenants, Consolidation, Merger, Etc.

The Note Indenture provides that we will keep the property that we use in our business, or in the business of our subsidiaries, in good working order, and will improve it as necessary to properly conduct our business and that of our subsidiaries, as the case may be. (Section 1007) Except as described in the next paragraph, the Note Indenture provides that we will also maintain our corporate existence, rights and franchises and those of SCE&G and GENCO (collectively, our "Principal

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Subsidiaries"). (Section 1006) However, we are not required to preserve (a) the corporate existence of any of our subsidiaries other than our Principal Subsidiaries or (b) any such right or franchise if we determine that its preservation is not desirable in the conduct of our business or the business of our subsidiaries, consolidated as a whole, or its loss is not disadvantageous in any material respect to the holders of the outstanding debt securities of any series. (Section 1006)

The Note Indenture provides that we may, without the consent of the holders of the debt securities, consolidate with, or sell, lease or convey all or substantially all of our assets to, or merge into another corporation, provided that (1) we are the continuing corporation, or, if not, the successor corporation assumes by a supplemental indenture our obligations under the Note Indenture and (2) immediately after giving effect to such transaction there will be no default in the performance of any such obligations. (Section 801)

The Note Indenture provides that neither we nor our subsidiaries may issue, assume or guarantee any notes, bonds, debentures or other similar evidences of indebtedness for money borrowed ("Debt") secured by a mortgage, lien, pledge or other encumbrance ("Mortgages") upon any property of ours or our subsidiaries without effectively providing that the debt securities of each series issued under the Note Indenture (together with, if we so determine, any other indebtedness or obligation then existing or thereafter created ranking equally with those debt securities) are secured equally and ratably with (or prior to) such Debt so long as such Debt is so secured, except that this restriction will not apply to:

(1) Mortgages to secure Debt issued under

the Indenture, dated April 1, 1993, between SCE&G and The Bank of New York Mellon Trust Company, N.A. (successor to NationsBank of Georgia, National Association),

the Mortgage and Security Agreement, dated August 21, 1992, between GENCO and The Prudential Insurance Company of America, as amended and restated by the Second Amended and Restated Mortgage and Security Agreement dated May 30, 2008, between GENCO and The Bank of New York Mellon Trust Company, N.A., as Collateral Agent, and

the Indenture of Mortgage, dated December 1, 1977, between CGT and Citibank, N.A.,

each as amended and supplemented to date and as it may be hereafter amended and supplemented from time to time ("Existing Mortgages"), or any extension, renewal or replacement of any of them;

(2) Mortgages affecting property of a corporation existing at the time it becomes our subsidiary or at the time it is merged into or consolidated with us or one of our subsidiaries;

(3) Mortgages on property existing at the time of acquisition thereof or incurred to secure payment of all or part of the purchase price thereof or to secure Debt incurred prior to, at the time of, or within 12 months after the acquisition for the purpose of financing all or part of the purchase price thereof;

(4) Mortgages on any property to secure all or part of the cost of construction or improvements thereon or Debt incurred to provide funds for such purpose in a principal amount not exceeding the cost of such construction or improvements;

(5) Mortgages which secure only an indebtedness owing by one of our subsidiaries to us or to another of our subsidiaries;

(6) certain Mortgages to government entities, including mortgages to secure debt incurred in pollution control or industrial revenue bond financings;

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(7) Mortgages required by any contract or statute in order to permit us or one of our subsidiaries to perform any contract or subcontract made with or at the request of the United States of America, any state or any department, agency or instrumentality or political subdivision of either;

(8) Mortgages to secure loans to us or to our subsidiaries maturing within 12 months from the creation thereof and made in the ordinary course of business;

(9) Mortgages on any property (including any natural gas, oil or other mineral property) to secure all or part of the cost of exploration, drilling or development thereof or to secure Debt incurred to provide funds for any such purpose;

(10) Mortgages existing on the date of the Note Indenture;

(11) "Excepted Encumbrances" and "Permitted Encumbrances" as such terms are defined in any of the Existing Mortgages;

(12) certain Mortgages typically incurred in the ordinary course of business or arising from any litigation or any legal proceeding which is currently being contested in good faith; and

(13) any extension, renewal or replacement of any Mortgage referred to in the foregoing clauses (2) through (12), which does not increase the amount of debt secured thereby at the time of the renewal, extension or modification.

Notwithstanding the foregoing, the Note Indenture provides that we and any or all of our subsidiaries may, without securing the debt securities, issue, assume or guarantee Debt secured by Mortgages in an aggregate principal amount which (not including Debt permitted to be secured under clauses (1) to (13) inclusive above) does not at any one time exceed 10% of the Consolidated Net Tangible Assets (as hereinafter defined) of us and our subsidiaries. (Section 1009)

"Consolidated Net Tangible Assets" is defined as the total amount of assets appearing on the consolidated balance sheet of us and our subsidiaries subtracting, without duplication, the following:

reserves for depreciation and other asset valuation reserves but excluding reserves for deferred federal income taxes;

intangible assets such as goodwill, trademarks, trade names, patents and unamortized debt discount and expense; and

appropriate adjustments on account of minority interests of other persons holding voting stock in any of our subsidiaries. (Section 101)

Modification, Waiver and Meetings

We may, without the consent of any holders of outstanding debt securities, enter into supplemental indentures for, including but not limited to, the following purposes:

to add to our covenants for the benefit of the holders or to surrender a right or power conferred upon us in the Note Indenture,

to secure the debt securities,

to establish the form or terms of any series of debt securities, or

to make certain other modifications, generally of a ministerial or immaterial nature. (Section 901)

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We may amend the Note Indenture for other purposes only with the consent of the holders of a majority in principal amount of each affected series of outstanding debt securities. However, we may not amend the Note Indenture without the consent of the holder of each affected outstanding debt security for the following purposes:

- to change the stated maturity or redemption date of the principal of, or any installment of interest on, any debt security or to reduce the principal amount, the interest rate of, any other amount payable in respect of or any premium payable on the redemption of any debt security;

- to reduce the principal amount of any debt security which is an Original Issue Discount Security (as defined in the Note Indenture) that would be due upon a declaration of acceleration of that security's maturity;

- to change the place or currency of any payment of principal of or any premium or interest on any debt security;

- to impair the right to institute suit for the enforcement of any payment on or with respect to any debt security after the stated maturity or redemption date of that debt security;

- to reduce the percentage in principal amount of outstanding debt securities of any series for which the consent of the holders is required to modify or amend the Note Indenture or to waive compliance with certain provisions of the Note Indenture, or reduce certain quorum or voting requirements of the Note Indenture; or

- to modify the foregoing requirements or reduce the percentage of outstanding debt securities necessary to modify other provisions of the Note Indenture or waive any past default thereunder. (Section 902)

Except with respect to certain fundamental provisions, the holders of a majority in principal amount of outstanding debt securities of any series may waive past defaults with respect to that series and may waive our compliance with certain provisions of the Note Indenture with respect to that series. (Sections 513 and 1010)

We, the Note Trustee or the holders of at least 10% in principal amount of the outstanding debt securities of the applicable series, may at any time call a meeting of the holders of debt securities of a particular series, and notice of that meeting will be given in accordance with "Notices" below. (Section 1402) Any resolution passed or decision taken at any meeting of holders of debt securities of a particular series duly held in accordance with the Note Indenture will be binding on all holders of debt securities of that series. The quorum at any meeting called for the holders of debt securities of a particular series to adopt a resolution, and at any reconvened meeting, will be a majority in principal amount of the outstanding debt securities of that series. (Section 1404)

Notices

Notices to holders of the Notes will be given by mail to the addresses of such holders as they appear in the security register. (Section 106)

Defeasance

If we deposit with the Note Trustee, money or Federal Securities (as defined in the Note Indenture) sufficient to pay, when due, the principal, premium (if any) and interest due on the Notes, then we will be discharged from any and all obligations with respect to the Notes, except for certain continuing obligations to register the transfer or exchange of those debt securities, to maintain paying agencies and to hold moneys for payment in trust. (Section 401)

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Our Relationship with the Note Trustee

The Note Trustee and/or one or more of its affiliates, may be lenders under our, or our subsidiaries', credit agreements and may provide other commercial banking, investment banking and other services to us and/or our subsidiaries. The Note Trustee will be permitted to engage in other transactions with us and/or our subsidiaries; however, if the Note Trustee acquires any conflicting interest, as defined in the Trust Indenture Act or provided under the Note Indenture, it must eliminate the conflict or resign.

Glossary

Set forth below are definitions of some of the terms used in this prospectus with respect to the Notes.

"H.15(519)" means the weekly statistical release designated as "Statistical Release H.15(519), Selected Interest Rates" or any successor publication, published by the Board of Governors of the Federal Reserve System.

"H.15 Daily Update" means the daily update of H.15(519), available through the Internet website of the Board of Governors of the Federal Reserve System at *http://www.bog.frb.fed.us/releases/h15/update*, or any successor site or publication.

"Index Maturity" means, with respect to a Floating Rate Note, the period to maturity of the Note on which the interest rate formula is based, as indicated in the applicable pricing supplement.

"Interest Determination Date" means the date as of which the interest rate for a Floating Rate Note is to be calculated, to be effective as of the following Interest Reset Date and calculated on the related Calculation Date (except in the case of LIBOR which is calculated on the related LIBOR Interest Determination Date). The Interest Determination Dates will be indicated in the applicable pricing supplement and in the Note.

"Interest Reset Date" means the date on which a Floating Rate Note will begin to bear interest at the rate determined on any Interest Determination Date. The Interest Reset Dates will be indicated in the applicable pricing supplement and in the Note.

"Money Market Yield" is the yield (expressed as a percentage rounded upwards, if necessary, to the next higher one-hundred-thousandth of a percentage point) calculated in accordance with the following formula:

$$\text{Money Market Yield} = \frac{D \times 360}{360 - (D \times M)} \times 100$$

where "D" refers to the per annum rate for commercial paper quoted on a bank discount basis and expressed as a decimal; and "M" refers to the actual number of days in the period for which interest is being calculated.

"Principal Financial Center" means the capital city of the country that issues as its legal tender the Designated LIBOR Currency of such LIBOR Note, except that with respect to U.S. dollars, the Principal Financial Center shall be New York, New York.

"Reuters" means the Reuters Monitor Money Rates Service.

"Spread" means the number of basis points specified in the applicable pricing supplement as being applicable to the interest rate for a Floating Rate Note.

"Spread Multiplier" means the percentage specified in the applicable pricing supplement as being applicable to the interest rate for a Floating Rate Note.

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DESCRIPTION OF THE JUNIOR SUBORDINATED NOTES

SCANA will issue the Junior Subordinated Notes under a Junior Subordinated Indenture dated as of November 1, 2009 (the "Subordinated Indenture") between SCANA and U.S. Bank National Association, as trustee (the "Subordinated Note Trustee"). A copy of the Subordinated Indenture has been incorporated by reference as an exhibit to the registration statement of which this prospectus is a part. The information in this heading "DESCRIPTION OF THE JUNIOR SUBORDINATED NOTES" briefly outlines some of the provisions of the Subordinated Indenture. Please review the Subordinated Indenture that we filed with the SEC for a full statement of those provisions. See "WHERE YOU CAN FIND MORE INFORMATION" on how to obtain a copy of the Subordinated Indenture. You may also review the Subordinated Indenture at the Subordinated Note Trustee's offices at 1441 Main Street, Suite 775, Columbia, South Carolina 29201.

Capitalized terms used and defined under this heading "DESCRIPTION OF THE JUNIOR SUBORDINATED NOTES" have the meanings given such terms as defined herein. Capitalized terms used under this heading that are not otherwise defined in this prospectus have the meanings given those terms in the Subordinated Indenture. The summaries under this heading "DESCRIPTION OF THE JUNIOR SUBORDINATED NOTES" are not detailed. Whenever particular provisions of the Subordinated Indenture or terms defined in the Subordinated Indenture are referred to, those statements are qualified by reference to the Subordinated Indenture. References to article and section numbers under this heading "DESCRIPTION OF THE JUNIOR SUBORDINATED NOTES," unless otherwise indicated, are references to article and section numbers of the Subordinated Indenture.

General

The Junior Subordinated Notes will be our unsecured obligation and are junior in right of payment to our Priority Indebtedness, as described under the caption "Subordination" herein.

Because we are a holding company that conducts all of our operations through our subsidiaries, our ability to meet our obligations under the Junior Subordinated Notes is dependent on the earnings and cash flows of those subsidiaries and the ability of those subsidiaries to pay dividends or to advance or repay funds to us. Holders of Junior Subordinated Notes will generally have a junior position to claims of creditors of our subsidiaries, including trade creditors, debtholders, secured creditors, taxing authorities, guarantee holders and any preferred stockholders. As of October 31, 2009, SCE&G had approximately 1.3 million issued and outstanding shares of preferred stock with an aggregated liquidation preference (excluding accrued cumulative dividends) of approximately $113.8 million (assuming the voluntary liquidation of the Company). In addition, as of October 31, 2009, our subsidiaries had approximately $3.3 billion in aggregate principal amount of outstanding long-term debt (including securities due within one year).

The Subordinated Indenture does not limit the amount of Junior Subordinated Notes that we may issue. We may issue Junior Subordinated Notes from time to time under the Subordinated Indenture in one or more series by entering into supplemental indentures or by resolutions of our board of directors or duly authorized officers authorizing the issuance, which Subordinated Indenture provides for the authentication and delivery of the Junior Subordinated Notes upon the delivery to the Subordinated Note Trustee of an opinion of counsel and officer's certificate as contemplated by the Subordinated Indenture. (Section 2.1). A form of supplemental indenture to the Subordinated Indenture is an exhibit to the registration statement.

The Subordinated Indenture does not protect the holders of Junior Subordinated Notes if we engage in a highly leveraged transaction.

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Provisions of a Particular Series

The Junior Subordinated Notes of a series need not be issued at the same time, bear interest at the same rate or mature on the same date. Unless otherwise provided in the terms of a series, a series may be reopened, without notice to or consent of any holder of outstanding Junior Subordinated Notes, for issuances of additional Junior Subordinated Notes of that series. The prospectus supplement or other offering materials for a particular series of Junior Subordinated Notes will describe the terms of that series, including, if applicable, some or all of the following:

- the designation, title and type of the Junior Subordinated Notes;
- the total principal amount of the Junior Subordinated Notes that may be issued or any limit thereon;
- the date or dates on which principal is payable or the method for determining the date or dates, and any right that we have to change the date on which principal is payable;
- the interest rate or rates, if any, or the method for determining the rate or rates, and the date or dates from which interest will accrue;
- any interest payment dates, the record date for the interest payable on each interest payment date, if any, and any right to defer or extend an interest payment date;
- the place where the Junior Subordinated Notes may be presented for payment;
- any payments due if the maturity of the Junior Subordinated Notes is accelerated;
- any price at which, any period within which, and any terms and conditions upon which the Junior Subordinated Notes may be redeemed or prepaid, in whole or in part, at our option;
- any provisions that would obligate us to repurchase or otherwise redeem the Junior Subordinated Notes, or any sinking fund provisions;
- the currency in which payments will be made if other than U.S. dollars, and the manner of determining the equivalent of those amounts in U.S. dollars;
- if payments may be made, at our election or at the holder's election, in a currency other than that in which the Junior Subordinated Notes are stated to be payable, then the currency in which those payments may be made, the terms and conditions of the election and the manner of determining those amounts;
- any index or formula used for determining principal, interest or premium, if any;
- whether the Junior Subordinated Notes will be issued in fully registered certificated form or book-entry form, represented by certificates deposited with the Subordinated Note Trustee and registered in the name of a securities depositary or its nominee;

denominations, if other than $1,000 each or multiples of $1,000;

any provisions requiring payment of principal or interest in our capital stock or with proceeds from the sale of our capital stock or from any other specific source of funds in connection with any series of Junior Subordinated Notes;

any changes to events of defaults or covenants; and

any other terms of the Junior Subordinated Notes. (Sections 2.1 and 2.3).

The prospectus supplement will also indicate any special tax implications of the Junior Subordinated Notes and any provisions granting special rights to holders when a specified event occurs.

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Conversion or Redemption

No Junior Subordinated Note will be subject to conversion, amortization or redemption, unless otherwise provided in the applicable prospectus supplement or other offering materials. Any provisions relating to the conversion or redemption of Junior Subordinated Notes will be set forth in the applicable prospectus supplement or other offering materials, including whether conversion is mandatory or at our option. If no redemption date or redemption price is indicated with respect to a Junior Subordinated Note, we may not redeem the Junior Subordinated Note prior to its stated maturity. Junior Subordinated Notes subject to redemption by us will be subject to the following terms:

- redeemable on and after the applicable redemption dates;
- redemption dates and redemption prices fixed at the time of sale and set forth on the Junior Subordinated Note; and
- redeemable in whole or in part (provided that any remaining principal amount of the Junior Subordinated Note will be equal to an authorized denomination) at our option at the applicable redemption price, together with interest, payable to the date of redemption, on notice given not more than 60 nor less than 20 days prior to the date of redemption. (Section 3.2)

We will not be required to:

- issue, register the transfer of, or exchange any Junior Subordinated Notes of a series during the period beginning 15 days before the date of the mailing of a notice of redemption for the Junior Subordinated Notes of that series and ending on the relevant business day; or
- register the transfer of, or exchange any Junior Subordinated Note of that series selected for redemption except the unredeemed portion of a Junior Subordinated Note being partially redeemed. (Section 2.5)

Payment and Transfer; Paying Agent

The paying agent will pay the principal of any Junior Subordinated Notes only if those Junior Subordinated Notes are surrendered to it. Unless we state otherwise in the applicable prospectus supplement or other offering materials, the paying agent will pay principal, interest and premium, if any, on Junior Subordinated Notes, subject to such surrender, where applicable, at its office or by (1) check mailed to the address of the person entitled to that interest as that address appears in the security register for those Junior Subordinated Notes or (2) wire transfer to an account maintained for the person entitled to that interest as specified in the security register for those Junior Subordinated Notes, provided proper transfer instructions have been received by the record date. (Section 4.1).

For additional information with respect to the rights of the owners of beneficial interests in Junior Subordinated Notes subject to a book-entry system of transfers and payments, see "BOOK-ENTRY SYSTEM."

Unless we state otherwise in the applicable prospectus supplement or other offering materials, the Subordinated Note Trustee will act as paying agent for the Junior Subordinated Notes, and the principal corporate trust office of the Subordinated Note Trustee will be the office through which the paying agent acts. We may, however, change or add paying agents or approve a change in the office through which a paying agent acts. (Section 4.4)

Any money that we have paid to a paying agent for principal or interest on any Junior Subordinated Notes that remains unclaimed at the end of two years after that principal or interest has become due will be repaid to us at our request. After repayment to the Company, holders should look only to us for those payments. (Section 12.4)

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Fully registered securities may be transferred or exchanged at the corporate trust office of the Subordinated Note Trustee or at any other office or agency we maintain for those purposes, without the payment of any service charge except for any tax or governmental charge and related expenses. (Section 2.5)

Covenants

Under the Subordinated Indenture we will:

- pay the principal, interest and premium, if any, on the Junior Subordinated Notes when due;
- maintain an office or agency for payment of the Junior Subordinated Notes;
- deliver an officer's certificate to the Subordinated Note Trustee after the end of each fiscal year confirming our compliance with our obligations under the Subordinated Indenture and periodically deliver reports, information and other documents to the Subordinated Note Trustee and file certain documents with the SEC; and
- deposit sufficient funds with any paying agent on or before the due date for any principal, interest or premium, if any. (Sections 4.1, 4.2, 4.4, 4.6 and 5.3)

Consolidation, Merger or Sale

The Subordinated Indenture provides that we may consolidate or merge with or into, or sell all or substantially all of our properties and assets to, another corporation or other entity, provided that any successor assumes our obligations under the Subordinated Indenture and the Junior Subordinated Notes issued under the Subordinated Indenture. We must also deliver an opinion of counsel to the Subordinated Note Trustee affirming our compliance with all conditions in the Subordinated Indenture relating to the transaction. When the conditions are satisfied, the successor will succeed to and be substituted for us under the Subordinated Indenture, and, in the case of a sale of all or substantially all of our assets, we will be relieved of our obligations under the Subordinated Indenture and the Junior Subordinated Notes issued under it. (Sections 11.1, 11.2 and 11.3)

Events of Default

Event of Default, when used in the Subordinated Indenture, will mean any of the following with respect to Junior Subordinated Notes of any series:

- failure to pay the principal or any premium on any Junior Subordinated Note when due and payable;
- failure to pay any interest on any Junior Subordinated Notes of that series, when due and payable, that continues for 30 days; provided that, if applicable, for this purpose, the date on which interest is due is the date on which we are required to make payment following any deferral of interest payments by us under the terms of the applicable series of Junior Subordinated Notes that permit such deferrals;
- failure to perform any other covenant in the Subordinated Indenture which is for the benefit of the Junior Subordinated Notes of that series that continues for 90 days after the Subordinated Note Trustee or the holders of at least 25% in principal amount of the outstanding Junior Subordinated Notes of that series and all other series so benefitted (all series voting as one class) give written notice of the default;
- certain events in bankruptcy, insolvency or reorganization of SCANA; or

any other Event of Default included in any supplemental indenture. (Section 6.1)

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In the case of a general covenant default described above, the Subordinated Note Trustee may extend the grace period. In addition, if holders of a particular series have given a notice of default, then holders of at least the same percentage of Junior Subordinated Notes of that series, together with the Subordinated Note Trustee, may also extend the grace period. The grace period will be automatically extended if we have initiated and are diligently pursuing corrective action.

An Event of Default for a particular series of Junior Subordinated Notes does not necessarily constitute an Event of Default for any other series of Junior Subordinated Notes issued under the Subordinated Indenture. Additional events of default may be established for a particular series and, if established, will be described in the applicable prospectus supplement or other offering materials.

If such an event of default under the Subordinated Indenture occurs due to our failure to pay principal or interest on the Junior Subordinated Notes, the Trustee or the holders of not less than 25% in principal amount of all the then outstanding Junior Subordinated Notes will have the right to declare the principal amount of the Junior Subordinated Notes and any accrued interest thereon, immediately due and payable. If such an event of default under the Subordinated Indenture occurs as a result of our failure to perform certain other covenants or as a result of certain events of bankruptcy, the Trustee or the holders of not less than 25% in principal amount of all of the then outstanding securities issued under the Subordinated Indenture (including the Junior Subordinated Notes then outstanding) as to which such event of default has occurred will have the right to declare, voting as one class, the principal amount of the Junior Subordinated Notes and any accrued interest thereon, immediately due and payable. If this happens, subject to certain conditions, the holders of a majority of the aggregate principal amount of the Junior Subordinated Notes of that series can void the declaration. (Section 6.1)

The Subordinated Note Trustee must give the holders of Junior Subordinated Notes notice of any default known to it; however, the Subordinated Note Trustee may withhold notice to the holders of Junior Subordinated Notes of any default (except in the payment of principal or interest) if it in good faith considers the withholding of notice to be in the interests of the holders. Other than its duties in case of a default, a Trustee is not obligated to exercise any of its rights or powers under the Subordinated Indenture at the request, order or direction of any holders, unless the holders offer the Subordinated Note Trustee reasonable indemnity. If they provide this reasonable indemnification, the holders of a majority in principal amount of any series of Junior Subordinated Notes may direct the time, method and place of conducting any proceeding or any remedy available to the Subordinated Note Trustee, or exercising any power conferred upon the Subordinated Note Trustee, for any series of Junior Subordinated Notes. (Sections 6.6, 6.7, 7.1 and 7.2)

The holder of any Junior Subordinated Note will have an absolute and unconditional right to receive payment of the principal, any premium and, within certain limitations, any interest on that Junior Subordinated Note on its maturity date or redemption date and to enforce those payments. (Section 14.2)

Option to Extend Interest Payment Period

If elected in the applicable supplemental indenture, we may defer interest payments by extending the interest payment period for the number of consecutive extension periods specified in the applicable prospectus supplement or other offering materials (each, an "Extension Period"). Other details regarding the Extension Period will also be specified in the applicable prospectus supplement or other offering materials. No Extension Period may end on a date other than an interest payment date or extend beyond the maturity of the applicable series of Junior Subordinated Notes. At the end of the Extension Period(s), we will pay all interest then accrued and unpaid, together with additional interest thereon at the interest rate specified for the applicable series of Junior Subordinated Notes, to the extent permitted by applicable law. (Section 2.10)

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Satisfaction and Discharge; Defeasance

We may discharge all our obligations (except those described below) to holders of the Junior Subordinated Notes issued under the Subordinated Indenture, which Junior Subordinated Notes have not already been delivered to the Subordinated Note Trustee for cancellation and which either have become due and payable or are by their terms due and payable within one year, or are to be called for redemption within one year, by depositing with the Subordinated Note Trustee an amount certified to be sufficient to pay when due the principal, interest and premium, if any, on all outstanding Junior Subordinated Notes. However, certain of our obligations under the Subordinated Indenture will survive, including with respect to the following:

the remaining rights to register the transfer, conversion, substitution or exchange of Junior Subordinated Notes of the applicable series;

the rights of holders to receive payments of principal of, and any interest on, the Junior Subordinated Notes of the applicable series, and other rights, duties and obligations of the holders of Junior Subordinated Notes with respect to any amounts deposited with the Subordinated Note Trustee; and

the rights, obligations and immunities of the Subordinated Note Trustee under the Subordinated Indenture. (Section 12.1)

Unless we elect differently in the applicable supplemental indenture, we will be discharged from our obligations on the Junior Subordinated Notes of any series at any time if we deposit with the Subordinated Note Trustee sufficient cash or government securities to pay the principal, interest, any premium and any other sums due to the stated maturity date or a redemption date of the Junior Subordinated Notes of the series. If this happens, the holders of the Junior Subordinated Notes of the series will not be entitled to the benefits of the Subordinated Indenture, except for registration of transfer and exchange of Junior Subordinated Notes and replacement of lost, stolen or mutilated Junior Subordinated Notes. (Section 12.5)

Modification of Subordinated Indenture; Waiver

Under the Subordinated Indenture our rights and obligations and the rights of the holders of the Junior Subordinated Notes may be modified with the consent of the holders of a majority in aggregate principal amount of the outstanding Junior Subordinated Notes of all series affected by the modification (voting as one class). No modification of the principal or interest payment terms, and no modification reducing the percentage required for modifications, is effective against any holder without its consent. (Section 10.2) In addition, we may supplement the Subordinated Indenture to create one or more new series of Junior Subordinated Notes and for certain other purposes, without the consent of any holders of Junior Subordinated Notes. (Section 10.1)

The holders of a majority of the outstanding Junior Subordinated Notes of all series with respect to which a default has occurred and is continuing may waive a default for all those series, except a default in the payment of principal or interest, or any premium, on any Junior Subordinated Notes or a default with respect to a covenant or provision which cannot be amended or modified without the consent of the holder of each outstanding Junior Subordinated Note of the series affected. (Section 6.6)

In addition, under certain circumstances, the holders of a majority of the outstanding Junior Subordinated Notes of any series may waive in advance, for that series, our compliance with certain restrictive provisions of the Subordinated Indenture under which those Junior Subordinated Notes were issued. (Section 4.7)

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Concerning the Subordinated Note Trustee

U.S. Bank National Association is the Subordinated Note Trustee under the Subordinated Indenture. U.S. Bank National Association may be a lender under our, or our subsidiaries or affiliates', credit agreements and may provide other commercial banking and other services to us and/or our subsidiaries or affiliates.

The Subordinated Note Trustee will perform only those duties that are specifically described in the Subordinated Indenture unless an event of default thereunder occurs and is continuing. The Subordinated Note Trustee is under no obligation to exercise any of its powers under the Subordinated Indenture at the request of any holder of Junior Subordinated Notes unless that holder offers reasonable indemnity to the Subordinated Note Trustee against the costs, expenses and liabilities which it might incur as a result. (Section 7.1)

The Subordinated Note Trustee administers its corporate trust business at 1441 Main Street, Suite 775, Columbia, South Carolina 29201.

Subordination

Each series of Junior Subordinated Notes will be subordinate and junior in right of payment, to the extent set forth in the Subordinated Indenture, to all Priority Indebtedness as defined below. If:

- we make a payment or distribution of any of our assets to creditors upon our dissolution, winding-up, liquidation or reorganization, whether in bankruptcy, insolvency or otherwise;
- a default beyond any grace period has occurred and is continuing with respect to the payment of principal, interest or any other monetary amounts due and payable on any Priority Indebtedness; or
- the maturity of any Priority Indebtedness has been accelerated because of a default on that Priority Indebtedness;

unless otherwise specified in the prospectus supplement or offering materials, then the holders of Priority Indebtedness generally will have the right to receive payment, in the case of the first instance, of all amounts due or to become due upon that Priority Indebtedness, and, in the case of the second and third instances, of all amounts due on that Priority Indebtedness, or we will make provision for those payments, before the holders of any Junior Subordinated Notes have the right to receive any payments of principal or interest on their Junior Subordinated Notes. (Sections 14.1 and 14.9)

Priority Indebtedness means, with respect to any series of Junior Subordinated Notes, the principal, premium, interest and any other payment in respect of any of the following:

- all of our current and future indebtedness for borrowed or purchase money whether or not evidenced by notes, debentures, bonds or other similar written instruments;
- our obligations under synthetic leases, finance leases and capitalized leases;
- our obligations for reimbursement under letters of credit, banker's acceptances, security purchase facilities or similar facilities issued for our account;
- any of our other indebtedness or obligations with respect to derivative contracts, including commodity contracts, interest rate, commodity and currency swap agreements, forward contracts and other similar agreements or arrangements designed to protect against fluctuations in commodity prices, currency exchange or interest rates;
- obligations which by their terms rank on a parity with obligations of the kinds described in the preceding categories; and

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any guarantees, endorsements, assumptions (other than by endorsement of negotiable instruments for collection in the ordinary course of business) or other similar contingent obligations in respect of obligations of others of the kinds described in the preceding categories,

other than obligations ranking on a parity with or junior to the Junior Subordinated Notes.

Priority Indebtedness will not include indebtedness to our subsidiaries. (Section 1.1)

Priority Indebtedness will be entitled to the benefits of the subordination provisions in the Subordinated Indenture irrespective of the amendment, modification or waiver of any term of the Priority Indebtedness. (Section 14.7)

As of September 30, 2009, we had approximately $0.9 billion principal amount of outstanding long-term debt, on an unconsolidated basis (including securities due within one year) that would be senior to the Junior Subordinated Notes. Holders of Junior Subordinated Notes will generally have a junior position to claims of creditors of our subsidiaries, including trade creditors, debtholders, secured creditors, taxing authorities, guarantee holders and any preferred stockholders. In addition to trade debt, many of our operating subsidiaries have ongoing intercompany debt programs used to finance their business activities. All of this intercompany debt will be effectively senior to the Junior Subordinated Notes.

Neither our Subordinated Indenture nor the Junior Subordinated Notes contain restrictions on the amount of additional indebtedness that we or our subsidiaries may incur. We and our subsidiaries expect to incur additional indebtedness from time to time that will be senior to the Junior Subordinated Notes.

DESCRIPTION OF THE COMMON STOCK

General

The rights of holders of the Common Stock are currently governed by the South Carolina Business Corporation Act, and the restated articles of incorporation and bylaws of SCANA, copies of which restated articles of incorporation and bylaws have been incorporated by reference as exhibits to the registration statement of which this prospectus is a part. The following summary describes the material rights of SCANA's shareholders. The summaries under this heading are not detailed. Whenever particular provisions of the restated articles of incorporation or bylaws of SCANA are referred to, those statements are qualified by reference to those restated articles of incorporation or bylaws.

Authorized Capital Stock: Under the South Carolina Business Corporation Act, a corporation may not issue a greater number of shares than have been authorized by its articles of incorporation. The authorized capital stock of SCANA consists of 150,000,000 shares of SCANA common stock, no par value, and no shares of preferred stock. At the close of business on October 31, 2009, approximately 123,132,614 shares of our common stock were issued and outstanding, and not more than 7.7 million shares of our common stock were reserved for issuance pursuant to our benefit plans and the Investor Plus Plan.

Voting: Holders of the Common Stock are entitled to one vote, in person or by proxy, for each share held on the applicable record date with respect to each matter submitted to a vote at a meeting of stockholders, and may not cumulate their votes.

Dividends: Holders of the Common Stock are entitled to receive dividends as and when declared by our board of directors out of funds legally available therefor.

Liquidation Rights: In the event we liquidate, dissolve or wind up our affairs, the holders of the Common Stock would be entitled to share ratably in all of our assets available for distribution to shareholders of our common stock remaining after payment in full of liabilities.

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Preemptive Rights: Holders of the Common Stock do not have preemptive rights to subscribe for additional shares when we offer for sale additional shares of our common stock.

Provisions Relating to Change in Control

Our restated articles of incorporation and bylaws contain provisions which could have the effect of delaying, deferring or preventing a change in control of SCANA. These provisions are summarized below.

Corporate Governance Provisions

SCANA's restated articles of incorporation provide that its board of directors is subdivided into three classes, with each class as nearly equal in number of directors as possible. Each class of directors serves for three years and one class is elected each year. SCANA currently has 12 directors (in classes with terms expiring in 2010, 2011 and 2012). SCANA's restated articles of incorporation and bylaws provide that:

- the authorized number of directors may range from a minimum of nine to a maximum of 20, as determined from time to time by the directors;

- directors can be removed only (x) for cause or (y) otherwise by the affirmative vote of the holders of 80 percent of the shares of SCANA's stock who are entitled to vote; and

- vacancies and newly created directorships on SCANA's board of directors can be filled by a majority vote of the remaining directors then in office, even though less than a quorum, and any new director elected to fill a vacancy will serve until the next shareholders' meeting at which directors of any class are elected.

Anti-Takeover Provisions

Certain provisions of our restated articles of incorporation and bylaws of may have the effect of discouraging unilateral tender offers or other attempts to take over and acquire our business. These provisions might discourage some potentially interested purchaser from attempting a unilateral takeover bid for us on terms which some shareholders might favor.

SCANA's restated articles of incorporation require that certain corporate actions and fundamental transactions must be approved by the holders of 80 percent of the outstanding shares of its capital stock entitled to vote on the matter unless a majority of the members of its board of directors (other than members related to the potentially interested purchaser or other person attempting to take over our business) has approved the action or transaction, in which case the required shareholder approval will be the minimum approval required by applicable law. The corporate actions or fundamental transactions that are subject to these provisions of SCANA's restated articles of incorporation are those corporate actions or transactions that require approval by shareholders under applicable law or its restated articles of incorporation, including certain amendments of its restated articles of incorporation or bylaws, certain transactions involving its merger, consolidation, liquidation, dissolution or winding up, certain sales or other dispositions of our assets or the assets of any of our subsidiaries, certain issuances (or reclassifications) of our securities or the securities of any of its subsidiaries or certain recapitalizations of transactions that have the effect of increasing the voting power of the potentially interested purchaser or other person attempting to take over its business.

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Prevention of Greenmail

SCANA's restated articles of incorporation provide that it cannot purchase any of its outstanding common stock at a price it knows to be more than the market price from a person who is known to it to be the beneficial owner of more than three percent of its outstanding common stock and who has purchased or agreed to purchase any shares of its common stock within the most recent two-year period, without the approval of the holders of a majority of the outstanding shares of its common stock other than such person, unless SCANA offers to purchase any and all of the outstanding shares of common stock.

DESCRIPTION OF THE FIRST MORTGAGE BONDS

General

SCE&G will issue the Bonds in one or more series under an Indenture, dated as of April 1, 1993, between SCE&G and The Bank of New York Mellon Trust Company, N.A. (successor to NationsBank of Georgia, National Association), as trustee (the "Bond Trustee"), as supplemented (the "Mortgage"). The term "Bonds" in this prospectus also includes all other debt securities issued and outstanding under the Mortgage. A copy of the Mortgage has been incorporated by reference as an exhibit to the registration statement of which this prospectus is a part. The information under this heading "DESCRIPTION OF THE FIRST MORTGAGE BONDS" briefly outlines some of the provisions of the Mortgage. Please review the Mortgage that we filed with the SEC for a full statement of those provisions. See "WHERE YOU CAN FIND MORE INFORMATION" on how to obtain a copy of the Mortgage. You may also review the Mortgage at the Bond Trustee's offices at 900 Ashwood Parkway, Suite 425, Atlanta, Georgia 30338.

Capitalized terms used and defined under this heading "DESCRIPTION OF THE FIRST MORTGAGE BONDS" have the meanings given such terms as defined herein. Capitalized terms used under this heading "DESCRIPTION OF THE FIRST MORTGAGE BONDS" which are not otherwise defined in this prospectus have the meanings given those terms in the Mortgage. The summaries under this heading "DESCRIPTION OF THE FIRST MORTGAGE BONDS" are not detailed. Whenever particular provisions of the Mortgage or terms defined in the Mortgage are referred to, those statements are qualified by reference to the Mortgage. References to article and section numbers under this heading "DESCRIPTION OF THE FIRST MORTGAGE BONDS," unless otherwise indicated, are references to article and section numbers of the Mortgage.

Provisions of a Particular Series

The Bonds of a series need not be issued at the same time, bear interest at the same rate or mature on the same date. Unless otherwise provided in the terms of a series, a series may be reopened, without notice to or consent of any holder of outstanding Bonds, for issuances of additional Bonds of that series. Each prospectus supplement which accompanies this prospectus will set forth the following information to describe the series of Bonds related to that prospectus supplement, unless the information is the same as the information included in this section:

- the title of the series of Bonds;
- the aggregate principal amount and any limit upon the aggregate principal amount of the series of Bonds;
- the date or dates on which the principal of the series of Bonds will be payable, and any right that we have to change the date on which principal is payable;
- the rate or rates at which the series of Bonds will bear interest, if any (or the method of calculating the rate);

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the date or dates from which the interest will accrue;

the dates on which the interest will be payable ("Interest Payment Dates");

the record dates for the interest payable on the Interest Payment Dates;

any option on our part to redeem the series of Bonds and redemption terms and conditions;

any obligation on our part to redeem or purchase the series of Bonds in accordance with any sinking fund or analogous provisions or at the option of the holder and the relevant terms and conditions for that redemption or purchase;

the denominations of the series of Bonds;

if the amount of the principal of or premium (if any) or interest on the series of Bonds is determined with reference to an index or other facts or events ascertainable outside of the Mortgage, the manner in which such amount may be determined;

any variation to the definition of "Business Day" as defined in the Mortgage;

the portion of the principal payable upon acceleration of maturity, if other than the entire principal amount;

whether the series of Bonds is subject to a book-entry system of transfers and payments; and

any other particular terms of the series of Bonds and of its offering. (Section 201)

Payment of Bonds; Transfers; Exchanges

We will pay any interest which is due on each New Bond to the person in whose name that New Bond is registered as of the close of business on the record date relating to the Interest Payment Date. (Section 207) However, we will pay interest which is payable when the Bonds mature (whether the Bonds mature on their stated date of maturity, the date the Bonds are redeemed or otherwise) to the person to whom the relevant principal payment on the Bonds is to be paid.

We will pay principal of, and any premium and interest on, the Bonds at our office or agency in Atlanta, Georgia (currently, the Bond Trustee). The applicable prospectus supplement for any series of Bonds will specify any other place of payment and any other paying agent. We may change the place at which the Bonds will be payable, may appoint one or more additional paying agents (including us) and may remove any paying agent, all at our discretion. (Section 702)

Except as provided in a prospectus supplement, if principal of or premium (if any) or interest on the Bonds is payable on a day which is not a Business Day, payment thereof may be postponed to the next succeeding Business Day, and no additional interest will accrue as a result of the delayed payment.

"Business Day" means any day, other than a Saturday or Sunday, which is not a day on which banking institutions or trust companies in Atlanta, Georgia are generally authorized or required by law, regulation or executive order to remain closed.

You may transfer or exchange the Bonds for other Bonds of the same series, in authorized denominations (which are, unless otherwise stated in the prospectus supplement, denominations of $1,000 and any integral multiple thereof), and of like tenor and aggregate principal

amount, at our office or agency in Atlanta, Georgia (currently, the Bond Trustee). At our discretion, we may change the place for registration and transfer of the Bonds, and we may appoint one or more additional security registrars (including us) and remove any security registrar. The prospectus supplement will identify any additional place for registration of transfer and any additional security registrar. You are not responsible for paying a service charge for any transfer or exchange of the Bonds, but you may have to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of the Bonds. (Sections 202 and 205)

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For additional information with respect to the rights of the owners of beneficial interests in Bonds subject to a book-entry system of transfers and payments, see "BOOK-ENTRY SYSTEM."

Redemption

The Bonds are subject to redemption, as set forth in the relevant prospectus supplement, only upon notice by mail (unless waived) not less than 30 days (or such other period set forth in the relevant prospectus supplement) prior to the redemption date. If less than all the Bonds of a series are to be redeemed, the particular Bonds to be redeemed will be selected by the method as shall be provided for any particular series, or in the absence of any such provision, by any method as the security registrar deems fair and appropriate. (Sections 109, 903 and 904)

We may, in any notice of redemption, make any redemption conditional upon receipt by the Bond Trustee, on or prior to the date fixed for redemption, of money sufficient to pay the redemption price. If the Bond Trustee has not received that money, we will not be required to redeem those Bonds and we will then give notice to that effect. (Section 904)

Security

General

The Bonds of each series will be equally and ratably secured under the Mortgage. The Bonds are secured by the lien of the Mortgage on substantially all of our properties used in the generation, purchase, transmission, distribution and sale of electricity which have not been released from, or transferred not subject to, the lien of the Mortgage, and any other property which we may elect to subject to the lien of the Mortgage.

If we merge or are consolidated with another corporation and certain conditions set forth in the Mortgage are satisfied, the existing mortgage or deed of trust or similar indenture entered into by such corporation may be designated as a "Class A Mortgage" and bonds issued thereunder would be "Class A Bonds" for purpose of the Mortgage. In that event, the Bonds will be secured, additionally, by such Class A Bonds as may be issued under the Class A Mortgage and deposited with the Bond Trustee and by the lien of the Mortgage, which lien would be junior to the lien of Class A Mortgage with respect to the property subject to such Class A Mortgage. (Section 1206) Presently, we have no Class A Bonds outstanding.

Lien of the Mortgage

The lien of the Mortgage is subject to the prior first mortgage lien of a Class A Mortgage, if any, liens on after-acquired property existing at the time of acquisition and various permitted liens, including:

- tax liens, mechanics', materialmen's and similar liens and certain employees' liens, in each case, which are not delinquent and which are being contested,
- certain judgment liens and easements, reservations and rights of others (including governmental entities) in, and defects of title to, the property subject to the lien of the Mortgage which do not materially impair its use by us,
- certain leases, and
- certain other liens (including but not limited to liens which are immaterial to our operations) and encumbrances. (Granting Clauses and Section 101)

The following, among other things, are excepted from the lien of the Mortgage:

- cash and securities not held under the Mortgage,

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contracts, leases and other agreements, bills, notes and other instruments, receivables, claims, certain intellectual property rights and other general intangibles,

automotive and similar vehicles, movable equipment, and railroad, marine and flight equipment,

all goods, stock in trade, wares and merchandise held for sale in the ordinary course of business,

fuel (including nuclear fuel assemblies), materials, supplies and other personal property consumable in the operation of our business,

portable equipment,

furniture and furnishings,

computers, machinery and equipment used exclusively for corporate administrative or clerical purposes,

electric energy, gas, steam, water and other products generated, produced or purchased,

substances mined, extracted or otherwise separated from the land and all rights thereto, leasehold interests, and

with certain exceptions, all property which is located outside of the State of South Carolina or Columbia County, Georgia. (Granting Clauses)

The Mortgage contains provisions subjecting (with certain exceptions and limitations and subject to the prior lien of a Class A Mortgage, if any, and the provisions of the U.S. Bankruptcy Code) after-acquired electric utility property to the lien of the Mortgage. (Granting Clauses) Notwithstanding the foregoing, it may be necessary to comply with applicable recording requirements to perfect such lien on after-acquired electric utility property.

The Mortgage provides that the Bond Trustee has a lien upon the property subject to the lien of the Mortgage, for the payment of its compensation and expenses. This Bond Trustee's lien is prior to the lien on behalf of the holders of the Bonds. (Section 1607)

Issuance of Bonds

The maximum principal amount of Bonds which we may issue under the Mortgage is unlimited. Under the Mortgage, Bonds may be authenticated and delivered, upon receipt by the Bond Trustee of a supplemental indenture, a board resolution or an officer's certificate pursuant thereto, together with a company order to the Bond Trustee, an opinion of counsel and an officer's certificate, subject to the further requirements of the Mortgage described below. (Sections 201 and 301).

We may issue Bonds of any series from time to time on the basis of, and in an aggregate principal amount not exceeding the sum of:

the aggregate principal amount of Class A Bonds issued and delivered to the Bond Trustee and designated by us as the basis for such issuance,

70% of the amount of Unfunded Net Property Additions (generally defined as Property Additions (net of retirements) which have not been made or deemed to have been made the basis of the authentication and delivery of Bonds or used for other purposes under the Mortgage),

the aggregate principal amount of retired Bonds, and

cash deposited with the Bond Trustee. (Sections 101, 104 and 302 and Articles Four, Five and Six)

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Property Additions are generally defined to include any Property subject to the lien of the Mortgage (the "Mortgaged Property") which we may elect to designate as such, except (with certain exceptions) goodwill, going concern value rights, intangible property or any property the cost of acquisition or construction of which is properly chargeable to an operating expense account. (Sections 101 and 104)

Based upon Property Additions certified to the Bond Trustee as of January 31, 2009 (the last date of certification of Property Additions under the Mortgage), we have Unfunded Net Property Additions of approximately $2.1 billion, sufficient to permit the issuance of approximately $1.47 billion of additional Bonds on the basis thereof. As of October 31, 2009, $100 million principal amount of retired Bonds were available to support the issuance of Bonds under the Mortgage.

With certain exceptions in the case of Bonds issued on the basis of Class A Bonds and retired Bonds as described above, we can issue Bonds only if our Adjusted Net Earnings for 12 consecutive months within the preceding 18 months is at least twice the Annual Interest Requirements on:

all Bonds at the time outstanding,

the Bonds then applied for, and

all outstanding Class A Bonds, if any, other than Class A Bonds held by the Bond Trustee under the Mortgage. (Sections 103, 301, 302 and 501)

Release of Property

We may obtain the release of property from the lien of the Mortgage either upon the basis of an equal amount of Unfunded Net Property Additions or upon the basis of the deposit of cash or a credit for retired Bonds. We may also obtain the release of property upon the basis of the release of the property from the lien of a Class A Mortgage, if any. (Article Ten)

Withdrawal of Cash

We may withdraw cash deposited as the basis for the issuance of Bonds and cash representing certain payments in respect of Class A Bonds, if any, designated as the basis for the issuance of Bonds or the withdrawal of cash ("Designated Class A Bonds") upon the basis of (1) Unfunded Net Property Additions in an amount equal to ten-sevenths of such cash, (2) an equal amount of retired Bonds or (3) an equal amount of Class A Bonds which are not Designated Class A Bonds. (Sections 601 and 1202) In addition, we may withdraw cash upon the basis of (a) an equal amount of Unfunded Net Property Additions, or (b) ten-sevenths of the amount of retired Bonds, or may apply such cash to (y) the purchase of Bonds (at prices not exceeding ten-sevenths of the principal amount thereof) or (z) the redemption or payment at stated maturity of Bonds. (Sections 601 and 1005)

Modification of Mortgage

We may, without the consent of any holders of outstanding Bonds, enter into supplemental indentures for, including but not limited to, the following purposes:

to add to our covenants for the benefit of the holders or to surrender a right or power conferred upon us in the Mortgage,

to correct or amplify the description of any property at any time subject to the lien of the Mortgage, or to subject to the lien of the Mortgage additional property,

to establish the form or terms of any series of Bonds,

to make any other changes to or eliminate provision of the Mortgage required or contemplated by the Trust Indenture Act, or

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to make certain other modifications, generally of a ministerial or immaterial nature. (Section 1701)

We may amend the Mortgage for other purposes only with the consent of the holders of a majority in principal amount of the Bonds then outstanding, considered as one class, unless such amendment directly affects the rights of the holders of Bonds of one or more, but less than all, series, in which case only the consent of the holders of a majority in principal amount of the affected series of the Bonds then outstanding, considered as one class, need be obtained. However, without the consent of the holder of each affected outstanding Bond, we may not amend the Mortgage for the following purposes:

to change the stated maturity of the principal of, or any installment of principal of or interest on, any Bond or to reduce the principal amount, the interest rate of, any other amount payable in respect of or any premium payable on the redemption of any Bond;

to reduce the principal amount of any Bond which is a Discount Security (as defined in the Mortgage) that would be due upon a declaration of acceleration of that Bond's maturity;

to change the currency of any payment of principal of or any premium or interest on any Bond;

to impair the right to institute suit for the enforcement of any payment on or with respect to any Bond after the stated maturity or redemption date of that Bond;

to permit the creation of any lien ranking prior to the lien of the Mortgage with respect to all or substantially all of the Mortgage Property or terminate the lien of the Mortgage on all or substantially all of the Mortgaged Property, or otherwise deprive such holder of the benefit of the security of the lien of the Mortgage;

reduce the percentage in principal amount of outstanding Bonds of any series for which the consent of the holders is required to modify or amend the Mortgage or to waive compliance with certain provisions of the Indenture, or reduce certain quorum or voting requirements of the Mortgage; or

to modify the foregoing requirements or reduce the percentage of outstanding Bonds necessary to modify other provisions of the Mortgage or waive any past default thereunder. (Section 1702)

Events of Default

Each of the following events is an Event of Default under the Mortgage:

We fail to make payments of principal or premium within three business days, or interest within 60 days, after the due date,

We fail to perform or breach any other covenant or warranty for a period of 90 days after notice,

We file for bankruptcy or certain other events involving insolvency, receivership or bankruptcy occur, or

We default under any Class A Mortgage. (Section 1101)

If an Event of Default occurs and is continuing, either the Bond Trustee or the Holders of 25% in principal amount of the Outstanding Bonds may declare the principal amount of all of the Outstanding Bonds to be immediately due and payable. After the declaration of acceleration has been made, but before the sale of any of the Mortgaged Property and before the Bond Trustee has obtained a judgment or decree for payment of money, the Event of Default giving rise to such declaration of acceleration will be deemed to be waived, and such declaration and its consequences will be rescinded and annulled, if we (a) pay to the Bond Trustee all overdue interest, principal and any premium on any Outstanding Bonds and (b) cure any other such Event of Default. (Sections 1102 and 1117)

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The Holders of a majority in principal amount of the Outstanding Bonds may direct the time, method and place of conducting any proceeding for the enforcement of the Mortgage available to the Bond Trustee or exercising any trust or power conferred on the Bond Trustee. No Holder of any Bond has the right to institute any proceeding with respect to the Mortgage, or for the appointment of a receiver or for any other remedy thereunder, unless:

- that Holder previously gave written notice of a continuing Event of Default to the Bond Trustee,
- the Holders of a majority in principal amount of Outstanding Bonds have offered to the Bond Trustee reasonable indemnity against costs and liabilities and requested that the Bond Trustee take action,
- the Bond Trustee declined to take action for 60 days, and
- the Holders of a majority in principal amount of Outstanding Bonds have given no inconsistent direction during such 60-day period;

provided, however, that each Holder of a Bond has the right to enforce payment of that Bond when due. (Sections 1111, 1112 and 1116)

In addition to the rights and remedies provided in the Mortgage, the Bond Trustee may exercise any right or remedy available to the Bond Trustee in its capacity as the owner and holder of Class A Bonds, if any, which arises as a result of a default under any Class A Mortgage. (Section 1119)

Defeasance; Satisfaction and Discharge

Upon receipt by the Bond Trustee of moneys or Eligible Obligations (as defined in the Mortgage), or both, sufficient to pay when due the principal of and premium, if any, and interest, if any, due and to become due on the Bonds together with a company order and opinion of counsel required by the Mortgage, the holders of the Bonds or portions thereof in respect of which such deposit was made will no longer be entitled to the benefit of certain of our covenants under the Mortgage, and the Bond Trustee will, upon receipt of a company order as required by the Mortgage, will acknowledge in writing that such Bonds or portions thereof are deemed to have been paid for purposes of the Mortgage and that our entire indebtedness in respect of the Mortgage has been deemed to have been satisfied and discharged. Notwithstanding the satisfaction and discharge of any Bonds as described above, certain of our obligations and the obligations of the Bond Trustee shall survive. (Section 1301)

Restrictions on Payment of Dividends

The Mortgage prohibits us from declaring and paying dividends on any shares of our common stock except from either (1) the excess (the "Surplus") of our net assets over our Capital (as defined herein) or (2) if there is no Surplus, our net profits for the fiscal year in which the dividend is declared and/or the preceding fiscal year; provided, that no dividends may be declared if and while our Capital is significantly impaired as described in the Mortgage. "Capital" is defined in the Mortgage to mean the part of the consideration we received for any shares of our capital stock as determined by our board of directors to be capital or, if our board has not made such a determination, the aggregate par amount of shares having a par value plus the amount of consideration for such shares without par value. All of the outstanding shares of our common stock are held of record by SCANA. (Section 711)

Evidence of Compliance and Indemnification of Bond Trustee

The Trust Indenture Act requires that we give the Bond Trustee, at least annually, a brief statement as to our compliance with the conditions and covenants under the Mortgage and periodically deliver reports, information and other documents to the Bond Trustee and file certain documents with the SEC. (Article Eight)

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The Bond Trustee will be under no obligation to exercise any of the rights or powers vested in it by the Mortgage at the request or direction of any Holder pursuant to the Mortgage, unless such Holder shall have offered to the Bond Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction. (Section 1603)

Our Relationship with the Bond Trustee

The Bond Trustee and/or one or more of its affiliates, may be lenders under our, or our subsidiaries' or affiliates', credit agreements and may provide other commercial banking, investment banking and other services to us and/or our subsidiaries or affiliates. The Bond Trustee will be permitted to engage in other transactions with us and/or our subsidiaries or affiliates; however, if the Bond Trustee acquires any conflicting interest, as defined in the Trust Indenture Act, it must eliminate the conflict or resign.

BOOK-ENTRY SYSTEM

If provided in the applicable pricing or prospectus supplement, except under the circumstances described below, we will issue each of the Notes, Junior Subordinated Notes or Bonds sold pursuant to this prospectus (the "Securities") as one or more global certificates (each a "Global Certificate"), each of which will represent beneficial interests in the Securities. We will deposit those Global Certificates with, or on behalf of The Depository Trust Company, New York, New York ("DTC") or another depository which we subsequently designate (the "Depository") relating to the Securities, and register them in the name of a nominee of the Depository.

So long as the Depository, or its nominee, is the registered owner of a Global Certificate, the Depository or its nominee, as the case may be, will be considered the owner of that Global Certificate. We will make payments of principal of, any premium, and interest on the Global Certificate to the Depository or its nominee, as the case may be, as the registered owner of that Global Certificate. Except as set forth below, owners of a beneficial interest in a Global Certificate will not be entitled to have any individual Securities registered in their names, will not receive or be entitled to receive physical delivery of any Securities and will not be considered the owners of Securities.

Accordingly, to exercise any of the rights of the registered owners of the Securities, each person holding a beneficial interest in a Global Certificate must rely on the procedures of the Depository. If that person is not a Direct Participant (as defined below), then that person must also rely on procedures of the Direct Participant through which that person holds its interest.

DTC

The following information concerning DTC and its book-entry system has been obtained from sources that we believe to be reliable, but neither we nor any underwriter, dealer or agent take any responsibility for the accuracy of that information.

DTC will act as securities depository for the Global Certificates. The Global Certificates will be issued initially as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee), or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issues, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

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DTC, the world's largest depository, is a limited purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants" and, together with the Direct Participants, "DTC Participants"). DTC has Standard & Poor's Ratings Service's highest rating: AAA. The DTC rules applicable to DTC's Participants are on file with the SEC. More information about DTC can be found at *www.dtcc.com* and *www.dtc.org*.

Purchases of the Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchases. However, Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of beneficial ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Securities, unless the use of the book-entry only system for the Securities is discontinued.

To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Securities with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities. DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners.

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In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices will be sent to DTC. If less than all of an issue of Securities are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in the Securities to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Securities unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the trustee for the related issue of Securities (the "Agent"), as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of principal, interest and redemption premium, if any, on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from us or the Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by DTC Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such DTC Participant and not of DTC (nor its nominee), the Agent or us, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest or distributions and dividend payments (as applicable) to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of us or the Agent, disbursement of such payments to Direct Participants is DTC's responsibility, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Securities by giving reasonable notice to us or the Agent. We also may decide to discontinue use of the book-entry only system through DTC (or a successor depository). In either situation, if a successor securities depository is not obtained, Securities in certificated form will be printed and delivered to each Beneficial Owner in accordance with the applicable rules and procedures of DTC on file with or as approved by the SEC.

PLAN OF DISTRIBUTION

We may sell securities to one or more underwriters or dealers for public offering and sale by them, or we may sell the securities to investors directly or through agents. The pricing supplement (in the case of Notes) or prospectus supplement (in the case of Junior Subordinated Notes, Common Stock or Bonds) relating to the securities being offered will set forth the terms of the offering and, in the case of a prospectus supplement relating to an offering of Junior Subordinated Notes, Common Stock or Bonds, the method of distribution, and will identify any firms acting as underwriters, dealers or agents in connection with the offering, including:

- the name or names of any agents or underwriters;
- the purchase price of the securities and the proceeds to us from the sale;
- any underwriting discounts, sales commissions and other items constituting underwriters' compensation;
- any public offering price;
- any commissions payable to agents;

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any discounts or concessions allowed or reallowed or paid to dealers; and

any securities exchange or market on which the securities may be listed.

Only those underwriters identified in the applicable pricing or prospectus supplement are deemed to be underwriters in connection with the securities offered in the applicable pricing or prospectus supplement.

We may distribute the securities from time to time in one or more transactions at a fixed price or prices, which may be changed, or at prices determined as the applicable pricing or prospectus supplement specifies. We may sell securities through forward contracts or similar arrangements. In connection with the sale of securities, underwriters, dealers or agents may be deemed to have received compensation from us in the form of underwriting discounts or commissions and also may receive commissions from securities purchasers for whom they may act as agent. Underwriters may sell the securities to or through dealers, and such dealers may receive compensation in the form of discounts, concessions or commissions from the underwriters or commissions from the purchasers for whom they may act as agent.

We may sell the securities directly or through agents we designate from time to time. Any agent involved in the offer or sale of the securities covered by this prospectus, other than at the market offerings of Common Stock, will be named in a pricing or prospectus supplement relating to such securities. At the market offerings of Common Stock may be made by agents. Commissions payable by us to agents will be set forth in a pricing or prospectus supplement relating to the securities being offered. Unless otherwise indicated in a pricing or prospectus supplement, any such agents will be acting on a best-efforts basis for the period of their appointment.

Some of the underwriters, dealers or agents and some of their affiliates who participate in the securities distribution may engage in other transactions with, and perform other services for, us and our subsidiaries or affiliates in the ordinary course of business.

Any underwriting or other compensation which we pay to underwriters or agents in connection with the securities offering, and any discounts, concessions or commissions which underwriters allow to dealers, will be set forth in the applicable pricing or prospectus supplement. Underwriters, dealers and agents participating in the securities distribution may be deemed to be underwriters, and any discounts and commissions they receive and any profit they realize on the resale of the securities may be deemed to be underwriting discounts and commissions under the Securities Act. Underwriters, and their controlling persons, and agents may be entitled, under agreements entered into with us, to indemnification against certain civil liabilities, including liabilities under the Securities Act.

EXPERTS

The consolidated financial statements and the related financial statement schedule, incorporated in this prospectus by reference from SCANA's Annual Report on Form 10-K for the year ended December 31, 2008, and the effectiveness of SCANA's internal control over financial reporting, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports, which are incorporated herein by reference. Such consolidated financial statements and financial statement schedule have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

The consolidated financial statements and the related financial statement schedule, incorporated in this prospectus by reference from SCE&G's Annual Report on Form 10-K, as amended, for the year ended December 31, 2008, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report, which is incorporated herein by reference. Such consolidated financial statements and financial statement schedule have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

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VALIDITY OF THE SECURITIES

McNair Law Firm, P.A., of Columbia, South Carolina, and Ronald T. Lindsay, Esq., our Senior Vice President and General Counsel, will pass upon the validity of the securities for us. Troutman Sanders LLP, of Richmond, Virginia, may pass upon certain legal matters in connection with the securities for any underwriters, dealers or agents and, in passing upon such legal matters, Troutman Sanders LLP is entitled to rely as to all matters of South Carolina law upon the opinion of Ronald T. Lindsay, Esq. From time to time, Troutman Sanders LLP renders legal services to us and certain of our subsidiaries.

At October 31, 2009, Ronald T. Lindsay, Esq., owned beneficially 283 shares of SCANA's Common Stock, including shares acquired by the trustee under SCANA's Stock Purchase-Savings Program by use of contributions made by Mr. Lindsay and earnings thereon and including shares purchased by that trustee by use of SCANA contributions and earnings thereon.

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7,150,000 shares

SCANA Corporation

Common Stock

PROSPECTUS SUPPLEMENT

May 11, 2010

Wells Fargo Securities

Morgan Stanley

UBS Investment Bank

BB&T Capital Markets

Credit Suisse

Stephens Inc.
