SCANA Corporation Retirement Plan

Summary Plan Description November 1, 2013

SCANA®
POWER FOR LIVING

SCANA Corporation
Retirement Plan

Summary Plan Description

(As applicable to Cash Balance Participants)

November 1, 2013

Summary Plan Description of the SCANA Corporation Retirement Plan

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Introduction

This Summary Plan Description gives you[1] a brief summary of the SCANA Corporation Retirement Plan (the "Plan"). The Plan is sponsored by SCANA Corporation and is made available to employees of SCANA Corporation and certain participating subsidiaries.

History of the Plan

The Plan was established in 1946 and has been designed to help you meet your financial needs in retirement. Prior to July 1, 2000, Plan benefits were determined solely under a Final Average Pay formula. The Final Average Pay formula calculates benefits by considering a participant's retirement eligible pay for the highest three years out of the last five years the participant was paid, as well as the participant's age, length of service and Social Security covered compensation amounts established for the participant's year of birth.

Effective July 1, 2000, SCANA Corporation added a new Cash Balance Pension formula to the Plan. The Cash Balance Pension formula bases each participant's pension benefit on the value of a hypothetical account. During the period of participation in a cash balance plan, the value of the hypothetical account grows, with monthly Compensation and Interest credits.

For ease of reference, this Summary Plan Description refers to the Cash Balance portion of the Plan as the "Cash Balance Plan" and the Final Average Pay portion of the Plan as the "Final Average Pay Plan." See the section entitled "How the Cash Balance Plan Works" for more details.

Effective December 31, 2013, the Plan is closed to new hires and rehires. Also, effective December 31, 2023, all participants in the Plan will stop earning any future benefits (the Plan will be frozen).

Participation in the Cash Balance Plan

Prior to the conversion of the Plan to a Cash Balance formula, Plan participants were allowed to choose to remain covered under the Final Average Pay formula or become covered under the Cash Balance formula. The Cash Balance formula generally applies to any individual who elected to participate in the Cash Balance Plan. The Cash Balance Plan also applies to any employee initially hired by SCANA Corporation or a participating subsidiary (other than PSNC) on or after January 1, 2000 and before January 1, 2014 and to any former employee of SCANA Corporation or a participating subsidiary (other than PSNC) who is rehired on or after July 1, 2000 and before January 1, 2014. The Cash Balance Plan also applies to any PSNC employee hired on or after February 11, 2000 and before January 1, 2014 as well as any former PSNC employee who is rehired on or after July 1, 2000 and before January 1, 2014. In addition, the

[1] The term "you" as used in this Summary Plan Description refers to a Company employee who otherwise meets all the eligibility and participation requirements under the Plan. Receipt of this Summary Plan Description does <u>not</u> guarantee that the recipient is in fact a participant under the Plan and/or otherwise eligible for benefits under the Plan.

Cash Balance Plan applies to any eligible employee who is hired on or after January 1, 2001 and before January 1, 2014 or rehired on or after July 1, 2001 and before January 1, 2014 and covered by the IBEW contract.

Certain employees who participate in the Cash Balance Plan were covered under other retirement plans that were merged into the SCANA Corporation Retirement Plan. Any special provisions regarding these transferred participants are summarized in **Appendix One** to this Summary Plan Description.

Summary Plan Descriptions

This booklet constitutes the "Summary Plan Description" called for by the Employee Retirement Income Security Act of 1974 ("ERISA"). This Summary Plan Description explains key features of the Plan in an easy-to-read format and style, and contains information relating only to the benefits that are provided under the Cash Balance formula. A separate version of this Summary Plan Description describes the benefits that are provided under the Final Average Pay formula.

This Summary Plan Description explains your rights and obligations under the Plan, but it does not contain every detail of the Plan. The official Plan document contains all the details of the Plan. While every attempt has been made to ensure that the information in this booklet and the summary plan description for the Final Average Pay Plan provisions are accurate, the legal Plan document consists of the Cash Balance Plan Document and the Final Average Pay Plan Document. <u>If there is a conflict between statements in this booklet or the Summary Plan Description for the Final Average Pay Plan provisions and the official Plan document, or if anything is not fully described in this summary or the Summary Plan Description for the Final Average Pay Plan provisions, the terms of the Plan document will govern</u>.

Nothing in the Plan or in this Summary Plan Description creates or is intended to create a contract of employment between any individual and the Company. Nothing in the Plan or in this Summary Plan Description gives any person the right to be employed by the Company nor does it interfere with the Company's right to discharge an employee at any time.

Eligibility and Participation

Eligible Employees

The Plan is available to all active full-time and part-time employees employed by SCANA Corporation or one of the following subsidiaries that participates in the Plan on December 31, 2013:

- Public Service Company of North Carolina, Incorporated ("PSNC")
- SCANA Communications, Inc.
- SCANA Energy Marketing, Inc.
- SCANA Services Company

- ServiceCare, Inc. (including SCANA Security Division until March 23, 2001)
- South Carolina Electric & Gas Company
- Carolina Gas Transmission (formerly South Carolina Pipeline Corporation)

SCANA Corporation and the participating subsidiaries listed above are collectively referred to in this Summary Plan Description as the “Company” or “SCANA.”

Active full-time and part-time employees first hired by SCANA on or after January 1, 2014 are not eligible to participate in the Plan. In addition, if an active full-time or part-time employee stops working at SCANA and is later rehired at any point after December 31, 2013, the employee will not be eligible to earn any future benefit accruals under the Plan for services performed and/or compensation earned after he or she is rehired. However, if the rehired employee earned an accrued benefit under the Plan due to his or her prior employment by SCANA, the rehired employee will keep his or her rights to his or her prior accrued benefit, subject to the Plan’s vesting requirements.

The following persons are not eligible to participate in the Plan, regardless of their date of hire: leased employees, individuals who do not receive payment for services directly from the Company’s payroll, employees of employment agencies, employees who are in a union that has determined through collective bargaining not to participate in the Plan, individuals who sign a written employment contract expressly stating they are not eligible to participate in the Plan, employees of a SCANA subsidiary that has not become a participating employer, and non-resident aliens who do not receive any United States source income. In addition, any person who is otherwise eligible to participate may voluntarily elect, in writing, to waive his right to participate.

Becoming a Participant

Each eligible employee described above automatically becomes a participant in the Plan on the first day of the month after the eligible employee completes one year of eligibility service, provided the eligible employee is employed by SCANA or one of its participating subsidiaries on that date. For example, an eligible employee hired on March 2, 2013 who remains employed by the Company will automatically become a participant in the Plan on April 1, 2014 so long as the eligible employee is employed by the Company on April 1, 2014. Employees hired on or after January 1, 2014 are not eligible to become participants in the Plan.

Eligibility service usually begins with your date of employment with SCANA and ends when you retire, terminate or die. Generally, service with any SCANA subsidiary counts for this purpose. If you have questions regarding your eligibility, please call the SCANA Employee Stock and Pension Plans Department.

Reemployment and Eligibility Service

If your employment with SCANA and its subsidiaries ends after you become a participant but before you are vested in your Cash Balance Account (see the section entitled "Vesting in Your Cash Balance Account") and you are later reemployed by SCANA or one of its subsidiaries after five or more years from your termination of employment, you will incur a break in service. You will be treated as a newly hired employee upon your reemployment by the Company. If you terminate employment and your reemployment occurs on or after January 1, 2014, you will not be eligible to become or continue participation as an active participant in the Plan.

If you are rehired before you incur a five-year break in service and before January 1, 2014, you will begin active participation in the Plan again on your reemployment date. You also will receive vesting service credit for that prior period of employment (see the section of this summary entitled "Vesting in Your Cash Balance Account" for details). If you are rehired before you incur a five-year break in service and after January 1, 2014, you will not be eligible to resume active participation in the Plan on your reemployment date. However, you will receive vesting service credit for that prior period of employment and your period of reemployment (see the section of this summary entitled "Vesting in Your Cash Balance Account" for details).

If your employment ends after you become a participant and after you are vested in your Cash Balance Account and you are reemployed before January 1, 2014, you will become an active participant again on your reemployment date with the Company, regardless of the interruption in your employment. If you are reemployed on or after January 1, 2014, you will not be eligible to resume active participation in the Plan.

Once you become an active participant again, you will start to receive monthly Compensation and Interest credits to your Cash Balance Account, as described below (see the section "If You are Reemployed" below for details). However, in no event will you receive any monthly Compensation credits to your Cash Balance Account after December 31, 2023.

Naming a Beneficiary

When you become a Plan participant, you are given the opportunity to designate a beneficiary. A beneficiary is the person who receives your benefits if you die. You can name any one person or trust as your beneficiary.

If you are married and name someone other than your spouse as your beneficiary, federal law requires that your spouse provide written consent to your designation. Your spouse's written consent must be witnessed by a notary public. If your spouse does not provide written consent, federal law requires the Plan to pay benefits to your surviving spouse in the event of your death, regardless of whom you named as beneficiary. Your spouse's consent is irrevocable with respect to a particular beneficiary designation; however, you may revoke your beneficiary designation without your spouse's consent at any time. If you revoke your beneficiary designation, your spouse will be your beneficiary unless you name someone other than your spouse as your beneficiary and your spouse provides written consent to that designation.

Also, if you are married and not yet age 35 when you designate a non-spouse beneficiary, your designation will become invalid on the January 1 of the year in which you turn 35. You will need to complete a new beneficiary designation if you want the Plan's death benefit to be paid to someone other than your spouse.

This explanation of the beneficiary rules, including your right to designate a beneficiary other than your spouse, will be provided to you on several occasions depending upon how old you are when you first become a Cash Balance Plan participant. This explanation is first provided as soon as possible after you become a Cash Balance Plan participant, and also during the period beginning with the calendar year in which you reach age 32 and ending with the calendar year that precedes the year in which you reach age 35. If you become vested in your Cash Balance Account and terminate employment before you reach age 35, you will be provided this explanation if you do not otherwise receive or start payment of your Cash Balance Account soon after you terminate.

If your marital status changes you should review your beneficiary designation. You can change your beneficiary at any time by submitting a new beneficiary designation form to the Plan Manager. You can obtain beneficiary designation forms by contacting the SCANA Employee Stock and Pension Plans Department.

How the Cash Balance Plan Works

Once you become a participant in the Cash Balance Plan, a Cash Balance Account is established in your name. The Cash Balance Account is not an actual individual account, as one might have with a bank savings account. Rather, it is a hypothetical bookkeeping account that grows with monthly Compensation credits and Interest credits. Compensation credits are based on your retirement eligible Compensation and the Social Security wage base. Interest credits are based on an interest rate established at the beginning of each year. As long as you remain an employee of the Company and a participant in the Plan, your Cash Balance Account will grow with monthly Compensation and Interest credits through December 31, 2023. On and after January 1, 2024, monthly Compensation credits to your Cash Balance Account will stop, regardless of whether you remain an employee of the Company. However, your Cash Balance Account will continue to grow with monthly Interest credits until the date you receive or commence to receive a distribution of your Cash Balance Account.

Unlike the Final Average Pay portion of the Plan, Cash Balance Plan participants are not eligible to make any after-tax voluntary employee contributions.

You have a right to request and obtain, free of charge, a paper statement of your Cash Balance Account once each year. A statement of the value of your Cash Balance Account is also available on The Edge by selecting the "View Pension Summary" option under the Manager/Employee Self Service heading. When you leave SCANA Corporation and its subsidiaries, whether at retirement or earlier, you can take the vested value of your Cash Balance Account with you. You will have the choice of receiving your benefit as a single lump sum distribution or as a monthly annuity payment, as described later in this Summary Plan Description.

Monthly Compensation Credits

Beginning with the date your Cash Balance Account is established, as of the last day of each month that you are actively employed with the Company (or on an approved leave of absence), your Cash Balance Account is credited with an amount equal to 5% of your monthly retirement eligible Compensation for that month, plus an additional 5% of your monthly retirement eligible Compensation in excess of the Social Security wage base. However, effective December 31, 2023, monthly Compensation credits to your Cash Balance Account will cease even if you remain actively employed with the Company.

The Social Security wage base is the maximum amount of earnings on which you and the Company pay annual Social Security taxes. The Social Security wage base changes yearly and for 2013 is $113,700. You will be informed of the Social Security wage base that is in effect each year. Effective December 31, 2023, no future adjustments to the Social Security wage base will be taken into account.

Your retirement eligible "Compensation" includes your annual base salary or regular wages, plus overtime, commissions, bonuses, shift differential, military differential wage payments, license pay and other incentive pay (except for long-term incentive pay). Generally, military differential wage payments, also commonly referred to as "military supplemental pay", are payments made by SCANA to an employee called to active military service. Compensation also includes any salary reduction amounts that you elect to contribute before taxes under the Company's Flexible Benefits program and under the SCANA Corporation Stock Purchase Savings Plan. Compensation **does not include** payments to you for unused flex credits or payments in lieu of overtime meals, posthumous pay, relocation payments, per diem payments, car allowances, severance payments, cash awards under the SCANA Performance Recognition Award Program, reimbursements for adoption related expenses under SCANA Corporation's adoption assistance policy paid on or after May 1, 2013 and any non-cash compensation. Also, federal law limits the amount of your annual pay that may be used to determine the monthly Compensation credits. For calendar year 2013, no more than $255,000 can be recognized as Compensation. Effective December 31, 2023, no future changes to this dollar limit will be taken into account.

If you incur a "workers compensation leave" and receive workers compensation benefits representing lost wages, you will receive a credit to your Cash Balance Account each calendar year during periods of such workers compensation leave if, and only if, after your workers compensation leave ends you either: (1) return to work with SCANA within 30 days or (2) are eligible for benefits under SCANA's long-term disability plan. The credit will equal a percentage of your base salary for the calendar year reduced by any compensation actually received by you during the year. In no event will you receive a credit to your Cash Balance Account for periods of workers compensation leave after December 31, 2023. A "workers compensation leave" is an authorized leave of absence due to a short-term disability during which you receive benefits under the applicable state workers compensation laws.

Monthly Interest Credits

As of the last day of each month, your Cash Balance Account also will be credited with interest based on the value of your Cash Balance Account on the first day of the month. The rate that is used to determine the monthly Interest credits is determined each December and applies to each month in the following calendar year. The rate for each year is currently based on the interest rate on 30-year U.S. Treasury constant maturities for the prior December, compounded monthly. Monthly Interest credits will continue to be credited to your Cash Balance Account until the date you receive or commence to receive a distribution of your Cash Balance Account, even if that date is after December 31, 2023.

Calculating Your Cash Balance Benefit

At any point in time, you can calculate the benefit you have earned to date using the following Cash Balance formula:

Previous month's Cash Balance Account value

PLUS

Monthly Interest credits

PLUS

Monthly Compensation credits*

EQUALS

Your Current Cash Balance Account value

*In no event will you receive monthly Compensation credits to your Cash Balance Account after December 31, 2023, regardless of whether you remain employed by SCANA.

An example[2] will help illustrate how Compensation and Interest credits to your Cash Balance Account are calculated prior to January 1, 2024. Remember, no Compensation credits will be made to your Cash Balance Account after December 21, 2023:

ASSUMPTIONS:

Current Retirement Eligible Compensation: $72,000

Retirement Eligible Compensation above Social Security Wage Base of $113,700: $0

Vesting Status: 100% vested

Annual Interest Rate: 2.88%

Previous month's Cash Balance Account value: $80,000

You'll notice that no age and years of service are used under the Cash Balance Pension formula assumptions. That's because age and years of service don't impact how your benefit grows under the Cash Balance formula.

THE MATH – HOW YOUR INTEREST AND COMPENSATION CREDITS ARE CALCULATED:

Previous month's Cash Balance Account value		$80,000.00
Monthly Interest credit ($80,000 x .240%*)	+	192.00
Monthly Compensation credit ($6,000 x 5%)	+	300.00
Your Cash Balance account	=	$80,492.00

*.240% is the annual 2.88% rate converted to a monthly rate.

Because this example assumes 100% vesting, upon termination or retirement, the participant, regardless of age and service, has the choice of taking the $80,492.00 as a lump sum payment or having the Cash Balance Account paid in one of the annuity forms available under the Plan. Alternatively, the participant can defer the distribution of the Cash Balance Account until age 65 (because the balance is more than $1,000). See the section entitled "Payment of Your Cash Balance Account" for an explanation of the Plan's distribution rules.

[2] The examples contained in this Summary Plan Description are for demonstration purposes only. The calculation of your benefit under the Plan may be different from the calculations shown in the examples due to reasons such as a subsequent change in law that affects the calculation of your benefit.

The following chart illustrates how this participant's Cash Balance Account would grow over a 6-month period prior to January 1, 2024:

PROJECTED GROWTH OF ACCOUNT*				
	Beginning Balance	**Interest Credit**	**Compensation Credit**	**Ending Balance**
Month 1	$80,000.00	$192.00	$300.00	$80,492.00
Month 2	$80,492.00	$193.18	$300.00	$80,985.18
Month 3	$80,985.18	$194.36	$300.00	$81,479.54
Month 4	$81,479.54	$195.55	$300.00	$81,975.09
Month 5	$81,975.09	$196.74	$300.00	$82,471.83
Month 6	$82,471.83	$197.93	$300.00	$82,969.76
*This example assumes that the participant's compensation continues unchanged, and that the participant is paid no more than twice a month.				

Vesting in Your Cash Balance Account

Participants in the Plan who earn at least one hour of service on or after January 1, 2008 will be fully vested in their Plan benefit after being credited with three years of Vesting Service. The previous vesting schedule required the completion of five years of Vesting Service. After you become vested, you will have a nonforfeitable (vested) right to your Cash Balance Account. You also will become vested in your Cash Balance Account upon attaining your normal retirement age (age 65) if you are working for SCANA or one of its subsidiaries at that time. Once you become vested, you will have the right to receive a distribution of your entire Cash Balance Account after you terminate or retire from employment. See the section of this summary entitled "Optional Forms of Payment" for a description of the available distribution options.

Determining Vesting Service

Vesting Service is tracked based on whole and partial years (with each 365 days of Vesting Service being equivalent to one Year of Vesting Service) that you work for SCANA and its subsidiaries, starting with your hire date and ending on your severance date (as described below). Vesting Service also includes any authorized leaves of absence (including a layoff) if it does not exceed 12 months and you return to work during or at the end of that 12-month period. Any participant that takes a leave of absence for certain military service is credited with the period of his or her military service upon his or her return to work. Participants who are receiving disability benefits under SCANA's long-term disability program until retirement also are credited with Vesting Service for their period of disability.

Your severance date is generally the date you quit, retire, are discharged or die. However, if you have an unpaid leave of absence, your severance date occurs one year from the date your unpaid leave began. If you are on a leave of absence or have been laid off and you quit, retire, are discharged or die during the first 12 months of such leave or layoff period, your severance date is the date you actually quit, retire, are discharged or die.

If you are on an authorized leave of absence of two years or less for parental leave purposes, you will be credited with Vesting Service for the leave period. If the parental leave period extends beyond two years, you will receive Vesting Service credit for up to an additional 12 months provided that you return to employment no later than the third anniversary of the date the leave began.

If you terminate your employment with less than three years of Vesting Service, you will not be vested in Plan benefits. If you return to work for the Company as an eligible employee within five years after your termination of employment, however, you will be credited with your years of Vesting Service credited before your termination of employment. If you terminate your employment after becoming a vested participant and you later return as an eligible employee, your prior Vesting Service will be credited regardless of the length of your break in service.

Service with a SCANA Affiliate

If you are transferred from a SCANA subsidiary that is not a participating employer under the Plan to a participating employer under the Plan, you will be credited with Vesting Service for the period that you worked at the non-participating SCANA subsidiary. (In order to have a benefit under this Plan, however, you have to meet the Plan's eligibility requirements.) If you are transferred to a SCANA subsidiary that is not a participating employer under the Plan from a participating employer under the Plan, you will be credited with Vesting Service for the period that you worked at the non-participating SCANA subsidiary.

If you were employed by a company that is acquired by or merged into SCANA prior to January 1, 2014, your employment with that company before the acquisition or merger date may be credited as Vesting Service if the Company determines to grant such service credit. With regard to past acquisitions and mergers, pre-acquisition service with SCANA Energy Marketing, Inc., Peoples Natural Gas Company of South Carolina, South Carolina Pipeline Corporation is included as Vesting Service under the Plan. In addition, a participant employed by PSNC is credited with the vesting service the participant earned under the PSNC Pension Plan for periods before February 11, 2000.

Payment of Your Cash Balance Account

You may elect to commence payment of your Cash Balance Account after you have become fully vested in your Account and you terminate or retire from SCANA and its subsidiaries. See the section of this summary entitled "When Your Cash Balance Account Can Be Paid" for additional details regarding when you can commence payment of your Plan benefit. There is no minimum age requirement that must be met prior to commencing payment of your Cash Balance Account, although there may be special tax consequences to you based on your age at benefit commencement. See the section of this summary entitled "Income Tax Considerations" for additional information regarding the possible tax consequences of electing payment of your Cash Balance Account prior to age 59 1/2.

You can choose to receive payment of your Account in either a lump sum distribution or in one of several types of annuity forms available under the Plan and described below.

Regardless of when you commence payment and which payment method you choose, the benefit you receive is calculated so that it has an actuarially equivalent value to the balance in your Cash Balance Account as of the end of the month preceding your benefit commencement date.

The Plan specifies the various mortality and interest factors that are used in converting your Cash Balance Account into the different actuarially equivalent annuity payment forms. Effective for annuity starting dates on or after December 31, 2007, the factors used for converting Cash Balance Accounts into the automatic annuity payment form are (i) the 2008 Applicable Mortality Table for annuity starting dates within 2008 and the Subsequent Applicable Mortality Tables published annually by the IRS with respect to annuity starting dates after 2008 and (ii) the "Applicable Interest Rate" under Internal Revenue Code § 417(e)(3). The current factors used for converting your automatic annuity payment form into any of the optional annuity forms of payment are (i) the 1983 Group Annuity Mortality Table (Unisex), and (ii) 6%.

Automatic Form of Payment

When you retire or terminate and elect to begin receiving payments of your Cash Balance Account, your benefit must be paid as follows, unless you elect otherwise (with spousal consent, if you are married):

- If you are married when you begin receiving payments, your benefit will be paid in the form of a qualified joint and survivor annuity. A qualified joint and survivor annuity will provide you with monthly pension payments during your lifetime. After your death, your surviving spouse will receive 50% of your monthly pension payments for his or her lifetime. Your monthly pension amount is reduced to reflect the fact that benefits are paid over two lifetimes.

  For any Cash Balance Participant who previously participated in the Final Average Pay Plan and who had been married for at least one year as of July 1, 2000 and is married to the same spouse when his benefits commence, the qualified joint and survivor annuity described above will not be less (on an actuarial equivalent basis) than the benefit amount payable under the joint and 60% survivor annuity available under the Final Average Pay Document, based on the participant's Final Average Pay accrued benefit immediately prior to becoming a Cash Balance Plan participant.

- If you are not married when you begin receiving payments, you will receive monthly pension payments for your lifetime. After your death, all payments stop.

Optional Forms of Payment

You can choose an optional form of payment if you wish. However, if you are married, you must have your spouse consent to your election of any optional form that does not continue lifetime payments to your spouse after your death. Your spouse's consent must be in writing and notarized by a Notary Public. Before you receive a distribution, you will be provided with a written explanation of the normal and optional forms available under the Plan. An election to waive the normal form of payment may be made during the 90-day period before the annuity is to begin. Generally, your election (and spousal consent) cannot be made sooner than 30 days before the scheduled commencement date. However, payments can begin sooner if you affirmatively request such commencement on forms provided to you.

The following optional forms of benefit are available:

- **Lump Sum Option**: The lump sum distribution option pays the total value of your Cash Balance Account in a single cash payment.

- **Joint and Survivor Annuity Option**: The joint and survivor annuity option pays you a monthly benefit during your lifetime and continues payments following your death to your spouse or other designated joint annuitant for his or her lifetime. This is similar to the qualified joint and survivor annuity (the automatic form of payment for married employees), except that you can choose to have either 50%, 75% or 100% of your monthly pension payments continued to your spouse or other joint annuitant if you die.

  If you select this option, your spouse must consent if you name someone else to be the joint annuitant. You must provide proof of your joint annuitant's age. The amount by which your pension is reduced is determined by the percentage (50%, 75% or 100%) of your benefit you choose to continue to your joint annuitant, and the difference in age between you and your joint annuitant. A joint annuitant must be an individual and cannot be a trust or other entity.

- **Life Annuity Option**: You can choose to have your Cash Balance Account paid over your lifetime. After your death, all payments stop.

- **10-Year Period Certain Pension**: This optional payment form provides you with a reduced monthly pension for as long as you live. If you die within 10 years, your designated beneficiary will receive the amount of your pension each month for the balance of the 10-year period. If your designated beneficiary dies before the 10-year period ends, the estate of the last to die of you and your designated beneficiary will receive the monthly pension payments. You may designate any natural person (as opposed to a trust) as your beneficiary.

Income Tax Considerations

Generally, the benefits you receive from the Plan are subject to taxes. However, if you choose the lump sum payment option and roll over all or part of the lump sum distribution directly into an individual retirement account (IRA) or another employer's tax qualified retirement plan, the portion that you do not direct to be rolled over to an IRA or another employer's tax qualified retirement plan will be subject to mandatory 20% federal income tax withholding. In addition, you may be subject to a 10% additional tax when you file your federal income tax return if you terminate your employment before the year you turn age 55 and elect to receive a lump sum payment of your benefit prior to reaching age 59 1/2.

If you are paid a monthly annuity, the amounts you receive will be taxable when you receive them. You will be given the option of having income taxes withheld from the payments you receive. Regardless of your election whether to withhold income taxes from your payments, you are responsible for estimating and paying all income taxes owed. *It is important to remember that the amount withheld may not represent your actual tax liability.*

Tax laws are complicated and neither the Company, the Plan Administrator, nor the Plan Manager can give you tax advice. At the time you receive your benefit distributions, you will be provided with a copy of a Federal tax notice that explains the tax treatment of distributions. A copy of this notice also is included in **Appendix Two** to this Summary Plan Description. Because each individual's financial situation is different, it is important that you discuss your options with a financial advisor or tax consultant before you choose your payment option.

Benefit Restrictions if the Plan Becomes Underfunded

Federal law imposes certain limitations on the ability to take distributions in the form of a lump sum or certain optional forms if the funding levels of the Plan fall below 80%. Federal law also imposes additional restrictions on benefit accruals in the event that the funding levels of the Plan fall below 60%. You will be advised if the Plan becomes subject to these restrictions.

When Your Cash Balance Account Can Be Paid

As described earlier, your Cash Balance Account is available to you only after your employment with SCANA and its subsidiaries ends and only to the extent you are vested in your Cash Balance Account. Generally, you cannot receive payment of your Cash Balance Account if you are employed by SCANA or a subsidiary, even if you are receiving disability payments or you are on paid time off or a leave of absence.

The only exception to this general rule applies if you continue working after you reach age 65 ("Delayed Retirement"). If you work beyond age 65, you can make an irrevocable election to begin receiving payments of your Cash Balance Account while working. If you make this irrevocable choice, your Cash Balance Account will be paid to you in the automatic annuity form, unless you elect (with spousal consent if you are married) to have payment made in one of the optional annuity forms or the lump sum distribution form. Your Cash Balance Account will continue to be credited with additional Compensation and Interest credits while you remain employed by the Company. However, no Compensation credits will be added to your Cash Balance Account after December 31, 2023, even if you remain employed by the Company.

If you begin receiving payment of your Cash Balance Account in an annuity form while you are employed, your monthly pension payments will be adjusted at the beginning of each year to reflect the additional credits made to your Cash Balance Account since your benefit commencement date (or since the last adjustment, if more recent). If you elect to have your Cash Balance Account paid in a lump sum distribution, then any additional Compensation and Interest credits made to your Cash Balance Account will be distributed to you annually in a lump sum as soon as possible after the beginning of each calendar year. No additional Compensation credits will be made to your Cash Balance Account after December 31, 2023.

If you continue to work after you reach age 70 1/2 and do not elect to begin receiving payment of your Cash Balance Account while working, your Cash Balance Account will be actuarially increased to reflect the delay in payments beyond your attainment of age 70 1/2. Any actuarial increase will be offset by the actuarial value of any continued Compensation and Interest credits to your Cash Balance Account. No additional Compensation credits will be made to your Cash Balance Account after December 31, 2023.

Requesting Payment of Your Cash Balance Account

To request payment of your Cash Balance Account, you should submit an application to the SCANA Employee Stock and Pension Plans Department at least 60 days before the date you want your Cash Balance Account to be paid in an annuity form or in a lump sum distribution. If you terminate or retire before your 65th birthday, you are required to start receiving payment of your Cash Balance Account no later than when you reach age 65. If you do not submit a distribution election form by age 65, your Cash Balance Account will be paid to you in the automatic annuity form, depending on your marital status at that time.

Automatic Lump Sum Distribution

If the total vested value of your Cash Balance Account is $1,000 or less when you terminate or retire, the Plan will automatically pay you a lump sum distribution of your Cash Balance Account. You can direct the rollover of all or part of your automatic lump sum distribution directly into an individual retirement account (IRA) or another employer's tax qualified retirement plan. The portion that you do not directly roll over to an IRA or another employer's tax qualified retirement plan will be subject to mandatory 20% federal income tax withholding. In addition, you may be subject to a 10% additional tax when you file your federal income tax return if you terminate your employment before the year you turn age 55.

If You Are Reemployed

If you terminate employment after becoming vested, and then are reemployed by the Company prior to January 1, 2014, you will become an active Cash Balance Plan participant on your reemployment date, subject to the following rules:

1. If you received a lump sum distribution of your Plan benefit or started receiving annuity payments after your termination, a Cash Balance Account with a $0 beginning balance will be established on your behalf upon your reemployment. If you started receiving annuity payments from the Plan, you will continue to receive your annuity payments during your reemployment. The Cash Balance Account to which you become entitled during your reemployment period will then be paid in the form you choose – either a lump sum distribution or an annuity available under the Plan – when you subsequently terminate or retire.

2. If you did not receive or start payment of your Plan benefit after you previously terminated employment, and you were a Final Average Pay Plan participant, a Cash Balance Account will be established on your behalf. The opening balance of your Cash Balance Account will equal the present value of your Final Average Pay Plan benefit earned during your prior period of employment. You will not be eligible to receive any "transition credits" offered to eligible "grandfathered" participants when the Cash Balance formula first became effective (July 1, 2000 or July 1, 2001 for IBEW participants). If you previously participated in the Cash Balance Plan, monthly Compensation credits will begin to be credited to your previously established Cash Balance Account upon your reemployment.

If you terminate employment before becoming vested in your Plan benefit, and then are reemployed by the Company before January 1, 2014, you will become an active Cash Balance Plan participant on your reemployment date, subject to the following rules:

1. If you are reemployed before you incur a five year break in service, you will become a participant again on your reemployment date and a Cash Balance Account will be established on your behalf. Your Cash Balance Account will reflect the Plan benefit attributable to your prior employment that is restored upon your reemployment.

2. If you are reemployed after you incur a five year break in service, you will become a participant again on your reemployment date and a new, zero balance Cash Balance Account will be established on your behalf. Any benefit attributable to your prior employment is forfeited.

If you terminate employment and then are reemployed by the Company on or after January 1, 2014, you will not become an active Cash Balance Plan participant on your reemployment date. However, if you terminated employment before becoming vested in your Plan benefit and are reemployed by the Company on or after January 1, 2014 and before you incur a five year break in service, your Cash Balance Account balance for your prior period of employment will be reinstated and your period of reemployment will be counted for vesting purposes only.

In no event will your Cash Balance Account be credited with monthly Compensation credits for your period of reemployment that begins on or after January 1, 2024.

If You Are Transferred

If you are a Final Average Pay participant and, prior to January 1, 2024, transfer to a position that is covered by a collective bargaining agreement that requires participation in the Cash Balance Plan, a Cash Balance Account will be established as of your transfer date (if not already established). The opening balance of your Cash Balance Account will equal the present value of the Plan benefit you had earned while a participant in the Final Average Pay Plan.

Death Benefits

If you die after you become vested in your Cash Balance Account but before you begin receiving payment of your Cash Balance Account, the total value of your Cash Balance Account will be paid to your spouse or other beneficiary you designate (with spousal consent, if married).

If your spouse is your designated beneficiary, your Cash Balance Account will be paid to your surviving spouse in the form of a single life annuity for the life of your surviving spouse, based on the value of your Cash Balance Account. If you die before you reach age 65, your spouse can choose to begin receiving the single life annuity with the month that immediately follows the date you die or to delay the first payment date until the first day of any month thereafter, but no later than the first day of the month in which you would have turned age 65. If your spouse delays payment, your Cash Balance Account will continue to be credited with Interest credits. Alternatively, within a reasonable period of time following your death, your spouse can elect to receive a lump sum distribution equal to the value of your Cash Balance Account at the time of your death. If your spouse makes this election, the lump sum distribution will be paid as soon as administratively practicable after your death.

If you are not married or you are married but designate someone other than your spouse to be your beneficiary (with spousal consent), the value of your Cash Balance Account at the time of your death will be paid in a lump sum distribution to your designated beneficiary as soon as administratively practicable after your death. Refer to the section of this Summary Plan Description entitled “Naming a Beneficiary” for important rules and limitations on naming a beneficiary under the Cash Balance Plan provisions.

If your beneficiary is someone other than your spouse, that beneficiary may receive an eligible rollover distribution under the Plan. However, that beneficiary may only roll over the eligible rollover distribution to an inherited individual retirement account (Inherited IRA). Generally, an Inherited IRA is an individual retirement account that is established in the beneficiary’s name. The distribution to a non-spouse beneficiary may not be rolled over into another type of individual retirement account or eligible retirement plan.

If you die while performing qualified military service and would have been entitled to reemployment rights with SCANA under federal law, your beneficiary will receive all benefits (other than benefit accruals relating to your period of qualified military service) that the beneficiary would have received if you had resumed employment with SCANA and then terminated employment due to death, including receiving vesting credit for the period of your qualified military service.

Disability

If you become disabled on or after July 1, 2000, and you are eligible to receive disability benefits under SCANA’s long-term disability program, Compensation credits will be made to your Cash Balance Account during your period of disability, based on your monthly rate of pay immediately prior to the disability. Compensation credits will be made until the earliest of when your disability ends if you don’t return to work within 30 days, the date you return to work if you return within 30 days, the date you reach your normal retirement age (age 65) (or, if later, the date your long-term disability payments cease), the date you begin receiving payment of your Cash Balance Account (which in no event will occur until you have terminated employment with the Company), the date of your death or December 31, 2023. Of course, Interest credits will continue to be made for as long as a Cash Balance Account is maintained for you.

If you recover from your disability, are no longer eligible for benefits under SCANA's long-term disability program, and you return to work for the Company, Compensation credits will be made to your Cash Balance Account until the earliest of your termination of employment, your death, or December 31, 2023.

Assignment of Benefits

Your benefits under the Plan are not assignable or subject to the claim of any creditor. However, if you are filing for a divorce, your spouse may be entitled to a portion of your Cash Balance Account as required by a Qualified Domestic Relations Order ("QDRO"). A QDRO is any judgment, decree or order (including certain property settlement agreements) that provides for child support, alimony and/or marital property rights to a spouse, former spouse, child or other dependents of the participant under state domestic relations law, including community property law. A QDRO must meet certain Plan and administrative requirements to be honored by the Plan. Please contact the SCANA Employee Stock and Pension Plans Department before the QDRO is made a final order of a court to confirm the validity of the QDRO. To ease this process, you or your spouse may obtain a copy of the Plan's QDRO procedures and a model QDRO document applicable to the Plan from the SCANA Employee Stock and Pension Plans Department without charge.

Pension Benefit Guaranty Corporation (PBGC)

Because the Plan is a defined benefit plan, your benefits under the Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), an agency of the federal government. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if the plan so provides and you become disabled before the plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law for the year in which the plan terminates; (2) some or all of benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the time the plan terminates; (3) benefits that are not vested because you have not worked long enough for the Company; (4) benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's normal retirement age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money the Plan has and on how much the PBGC collects from the Company.

For more information about the PBGC and the benefits it guarantees, contact the SCANA Employee Stock and Pension Plans Department or the PBGC. Inquiries to the PBGC should be directed to:

Technical Assistance Division
Pension Benefit Guaranty Corporation
1200 K Street, N.W.
Suite 930
Washington, D.C. 20005-4026

You also can contact PBGC's Technical Assistance Division by calling 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

Administration of the Plan

The SCANA Corporation Retirement Plan Committee (the "Committee") administers the Plan. The Committee includes the SCANA Chief Financial Officer and is appointed by and serves at the pleasure of the SCANA Chief Executive Officer. The Committee is responsible for (a) interpreting or construing the Plan, (b) determining all questions of eligibility, (c) determining the classification, status and rights of Employees, Participants and beneficiaries of Participants, (d) determining the amount, manner and time and type of any distribution hereunder, (e) fixing minimum periods of notice where notice is required, and (f) day-to-day operations of the Plan, all in a manner not inconsistent with the terms of the Plan. Benefits under the Plan will be paid only if the Committee (or its delegate) determines in its discretion that the Participant (or beneficiary) is entitled to them. All rules and decisions of the Committee shall be consistently applied to all persons in similar circumstances and shall be conclusive and binding upon all persons affected thereby. The Committee establishes all administrative rules and makes any interpretations necessary under the Plan. The Committee has the discretionary authority to construe and interpret disputed or doubtful Plan terms, to determine eligibility for benefits and to construe the terms of the Plan, and all such decisions will be final, conclusive and binding and will be subject to the arbitrary and capricious or abuse of discretion standard of judicial review.

The Committee has the authority to delegate, and has so delegated, certain of its responsibilities to the Plan Manager with respect to management of the regular operations of the Plan. The Plan Manager is appointed by the Committee and reports to the Committee. The Plan Manager shall have the full discretionary authority to decide all matters for which the Plan Manager is responsible under this Plan, including the discretionary authority to interpret the applicable Plan terms, to the same extent that such authority otherwise is granted to the Committee. Any questions you may have regarding the particular circumstances affecting your own benefits, such as the length of service, the determination of your age, etc., should be directed to the Committee or the Plan Manager.

In addition, the Committee has the authority to delegate or allocate to a person who is not a member of the Committee any fiduciary or non-fiduciary duty. Any such delegation or allocation will be in writing.

Investment of Assets

Under the Plan, the Investment Committee consists of the SCANA Chief Financial Officer and any other individuals designated by the SCANA Chief Executive Officer. The Investment Committee is the named investment fiduciary of the Plan and is responsible for establishing investment guidelines, establishing and carrying out a funding policy and method, for designating one or more Investment Managers and for monitoring the activities of the Investment Managers. The Investment Committee has the authority to delegate or allocate to a person who is not a member of the Investment Committee any fiduciary or non-fiduciary duty. Any such delegation or allocation will be in writing, including delegation of authority to act on behalf of the Investment Committee in the absence of the presence of the Investment Committee.

Maximum Benefits

Federal law sets a maximum on the amount of benefits you can receive from the Plan. Federal law also sets a maximum on the amount of Compensation that can be recognized for purposes of making the monthly Compensation credits. For 2013, the Compensation limit is $255,000. This limit may be subject to change in future years to reflect changes in the cost of living. Effective December 31, 2023, no future changes to the Compensation limit will be taken into account.

Another federal law requires that the Plan be tested periodically to see if certain higher paid employees of the Company are earning more than 60% of the total benefits provided by the Plan. It is very unlikely that this will ever happen. However, if this does happen, the Company could be required to make modifications to the Plan affecting all participants. These may include additional contributions, increased benefits, or an increase in the rate at which benefits become vested, depending upon the particular provisions of the Plan.

You will be notified by the Plan Manager if any of these limits apply to you.

Updating Your Address

Participants, former participants, spouses, beneficiaries and other individuals who are to receive benefits are urged to keep the SCANA Employee Stock and Pension Plans Department advised of current addresses and names so that benefits can be paid properly.

Cost of the Plan

Earnings on the assets of the Trust Fund and Company contributions to the Trust Fund provide for Plan benefits. Company contributions are actuarially determined annually.

Plans for the Future

SCANA expects to continue the Plan, but it reserves the right to terminate all or parts of the Plan, at any time. If SCANA terminates the Plan, in full or part, each affected participant's accrued benefit, to the extent funded, will become fully vested as of the date of full or partial termination. Upon termination, SCANA may either continue the Trust or terminate the Trust and pay all Plan expenses and benefits under the Plan.

The Employee Plans Committee has the right to amend the Plan from time to time. The SCANA Chief Executive Officer, in consultation with the Chairman of the Management Development and Corporate Performance Committee of the Board of Directors, appoints the Employee Plans Committee.

Claims and Appeals

When you terminate or retire from SCANA and its subsidiaries and want to receive your benefits from the Plan, you will need to file a claim with the Plan Manager. The Plan Manager will review your claim and make its determination within 90 days. If the Plan Manager fully or partially denies your claim, you will be provided a written notice stating: (i) the specific reason or reasons your claim was denied; (ii) the exact references to the Plan provisions that dealt with your claim, and why it was denied; (iii) a description of any additional information or information necessary for you to revise and perfect your claim, and an explanation as to why such material or information is necessary; and (iv) an explanation of the Plan's claims procedure.

If special circumstances require an extension of time, the Plan Manager will give you a written notice of the delay, and will issue your statement within another 90 days.

If you would like to request an appeal of your claim to the Committee for a full and fair review, you must make that request within 60 days after you have received the written denial from the Plan Manager or, if the claim has neither been approved nor denied within the applicable 90-day period, the request must be made within 60 days after the expiration of the 90-day period. You, or your authorized representative, may (i) request a review, in writing, to the Committee; (ii) request, in writing, to review applicable documents; and (iii) submit comments and issues in writing.

After you have made the appeal, the Committee will make its decision no later than 60 days after it receives your request for a review. If special circumstances require an extension of time, the Committee will notify you of the delay, and will reach a decision within another 60 days. The Committee's decision on the review will be written, and will include specific reasons for the decision and references to the Plan provision that the decision is based on.

Your Rights as a Participant

As a participant in the SCANA Corporation Retirement Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA). ERISA provides that all plan participants shall be entitled to:

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration;

- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The plan administrator may make a reasonable charge for the copies;

- Receive a summary of the Plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report;

- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries'' of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court after you have fully exhausted the Plan's administrative remedies as described above ("Claims and Appeals"). In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Additional Important Information

This section describes certain administrative information relating to the Plan:

Name of Plan:	SCANA Corporation Retirement Plan
Name and Address of Plan Sponsor:	SCANA Corporation 220 Operation Way Cayce, South Carolina 29033 803-217-9000
Federal EIN of Plan Sponsor:	57-0784499
Plan Identification Number:	001
Plan Year:	The records of the Plan are kept on a calendar year basis.
Name and Address of Plan Administrator:	SCANA Corporation Retirement Plan Committee SCANA Corporation 220 Operation Way Cayce, South Carolina 29033 803-217-9000
Type of Plan:	Defined benefit pension plan
Plan Trustee:	State Street Bank & Trust Company One Lincoln Street Boston, Massachusetts 02111
Agent for Service of Legal Process:	SCANA Corporation 220 Operation Way Cayce, South Carolina 29033 803-217-9000 Process also may be served upon the Plan Trustee or the Plan Administrator.

Appendix One
Special Provisions for Merged Plans

This Appendix provides special provisions applicable to certain Cash Balance Plan participants who previously participated in another retirement plan, the assets and liabilities of which were merged into the SCANA Corporation Retirement Plan:

Additional Annuity Form for Participants Employed by PSNC

If you were a participant in the Public Service Company of North Carolina, Incorporated Employees' Retirement Plan and Trust prior to its merger into the SCANA Corporation Retirement Plan, a Social Security adjustment annuity option is available to you in addition to the optional forms of payment described in this booklet. Under the Social Security adjustment annuity option, your benefit is actuarially adjusted to provide that the amount of your monthly annuity payment before your Social Security benefits begin is increased in an estimated amount equal to what your Social Security monthly benefit will be. When your monthly Social Security benefit begins, your monthly annuity payment under the Plan is decreased, and will continue in this amount until you die. The Social Security adjustment annuity option is designed so that once you retire, the total amount of your monthly benefits from both the Plan and Social Security will remain relatively constant.

Peoples Account Balances

If you had a Peoples Savings Plan account maintained on your behalf as of December 31, 1990, you will be eligible to receive the value of your account balance in a lump sum or an annuity (installments) when you retire. The annuity may be for your lifetime, for the life of you and a beneficiary, or for a specified number of years. Your account balance also is payable if you elect early retirement, if you leave the Company before retirement, if you die, or if you become disabled (as defined by the SCANA LTD Plan). If you elect early retirement, leave the Company, or become disabled, you can defer payment of your account balance until your normal retirement date. Your account balance will be credited with interest (as defined in the Plan) until you elect to withdraw it.

After you reach age 59 1/2, you may also take one withdrawal from your Peoples Savings Plan account of amounts attributable to elective deferrals or employer matching contributions every 12 months. If you have a financial hardship (as defined by the Plan), you may be eligible to take a hardship withdrawal from your account. If part of your account balance is attributable to rollovers from another tax-qualified plan, during each plan year you may elect to withdraw up to 100% of the amount attributable to rollover contributions. If you have questions about making a withdrawal from your Peoples Savings Plan account, please contact the Employee Stock and Pension Plans Department.

Appendix Two
Section 402(f) Notice Regarding Plan Distributions

This Appendix contains important information you will need before you decide how to receive your Plan benefits. This Appendix constitutes a "section 402(f)" notice that is required by the IRS to be provided to all Plan members. You will receive a summary of this notice when you request a payment that is eligible for rollover treatment.

This Appendix explains how you can continue to defer federal income tax on your retirement savings in the Plan when you receive a distribution and contains important information you will need before you decide how to receive your Plan benefits.

YOUR ROLLOVER OPTIONS

This Appendix is provided to you because all or a portion of a payment you will receive from the Plan may be eligible for rollover to an IRA or an employer plan. This notice is intended to help you decide whether to do such a rollover.

Rules that apply to most payments from a plan are described in the "General Information About Rollovers" section. Special rules that only apply in certain circumstances are described in the "Special Rules and Options" section.

GENERAL INFORMATION ABOUT ROLLOVERS

How can a rollover affect my taxes?

You will be taxed on a payment from the Plan if you do not roll it over. If you are under age 59½ and do not do a rollover, you will also have to pay a 10% additional income tax on early distributions (unless an exception applies). However, if you do a rollover, you will not have to pay tax until you receive payments later and the 10% additional income tax will not apply if those payments are made after you are age 59½ (or if an exception applies).

Where may I roll over the payment?

You may roll over the payment to either an IRA (an individual retirement account or individual retirement annuity) or an employer plan (a tax-qualified plan, section 403(b) plan, or governmental section 457(b) plan) that will accept the rollover. The rules of the IRA or employer plan that holds the rollover will determine your investment options, fees, and rights to payment from the IRA or employer plan (for example, no spousal consent rules apply to IRAs and IRAs may not provide loans). Further, the amount rolled over will become subject to the tax rules that apply to the IRA or employer plan.

How do I do a rollover?

There are two ways to do a rollover. You can do either a direct rollover or a 60-day rollover.

If you do a direct rollover, the Plan will make the payment directly to your IRA or an employer plan. You should contact the IRA sponsor or the administrator of the employer plan for information on how to do a direct rollover.

If you do not do a direct rollover, you may still do a rollover by making a deposit into an IRA or eligible employer plan that will accept it. You will have 60 days after you receive the payment to make the deposit. If you do not do a direct rollover, the Plan is required to withhold 20% of the payment for federal income taxes (up to the amount of cash and property received other than employer stock). This means that, in order to roll over the entire payment in a 60-day rollover, you must use other funds to make up for the 20% withheld. If you do not roll over the entire amount of the payment, the portion not rolled over will be taxed and will be subject to the 10% additional income tax on early distributions if you are under age 59½ (unless an exception applies).

How much may I roll over?

If you wish to do a rollover, you may roll over all or part of the amount eligible for rollover. Any payment from the Plan is eligible for rollover, except:

- Certain payments spread over a period of at least 10 years or over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Required minimum distributions after age 70½ (or after death)
- Corrective distributions of contributions that exceed tax law limitations

The Plan Administrator or the payor can tell you what portion of a payment is eligible for rollover.

If I don't do a rollover, will I have to pay the 10% additional income tax on early distributions?

If you are under age 59½, you will have to pay the 10% additional income tax on early distributions for any payment from the Plan (including amounts withheld for income tax) that you do not roll over, unless one of the exceptions listed below applies. This tax is in addition to the regular income tax on the payment not rolled over.

The 10% additional income tax does not apply to the following payments from the Plan:

- Payments made after you separate from service if you will be at least age 55 in the year of the separation
- Payments that start after you separate from service if paid at least annually in equal or close to equal amounts over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Payments made due to disability
- Payments after your death
- Corrective distributions of contributions that exceed tax law limitations
- Payments made directly to the government to satisfy a federal tax levy

- Payments made under a QDRO
- Payments up to the amount of your deductible medical expenses
- Certain payments made while you are on active duty if you were a member of a reserve component called to duty after September 11, 2001 for more than 179 days

If I do a rollover to an IRA, will the 10% additional income tax apply to early distributions from the IRA?

If you receive a payment from an IRA when you are under age 59½, you will have to pay the 10% additional income tax on early distributions from the IRA, unless an exception applies. In general, the exceptions to the 10% additional income tax for early distributions from an IRA are the same as the exceptions listed above for early distributions from a plan. However, there are a few differences for payments from an IRA, including:

- There is no exception for payments after separation from service that are made after age 55.
- The exception for QDROs does not apply (although a special rule applies under which, as part of a divorce or separation agreement, a tax-free transfer may be made directly to an IRA of a spouse or former spouse).
- The exception for payments made at least annually in equal or close to equal amounts over a specified period applies without regard to whether you have had a separation from service.

Will I owe State income taxes?

This notice does not describe any State or local income tax rules (including withholding rules).

SPECIAL RULES AND OPTIONS

If your payment includes after-tax contributions

After-tax contributions included in a payment are not taxed. If a payment is only part of your benefit, an allocable portion of your after-tax contributions is generally included in the payment. If you have pre-1987 after-tax contributions maintained in a separate account, a special rule may apply to determine whether the after-tax contributions are included in a payment.

You may roll over to an IRA a payment that includes after-tax contributions through either a direct rollover or a 60-day rollover. You must keep track of the aggregate amount of the after-tax contributions in all of your IRAs (in order to determine your taxable income for later payments from the IRAs). If you do a direct rollover of only a portion of the amount paid from the Plan and a portion is paid to you, each of the payments will include an allocable portion of the after-tax contributions. If you do a 60- day rollover to an IRA of only a portion of the payment made to you, the after-tax contributions are treated as rolled over last. For example, assume you are receiving a complete distribution of your benefit which totals $12,000, of which $2,000 is after-tax contributions. In this case, if you roll over $10,000 to an IRA in a 60-day rollover, no amount is taxable because the $2,000 amount not rolled over is treated as being after- tax contributions.

You may roll over to an employer plan all of a payment that includes after-tax contributions, but only through a direct rollover (and only if the receiving plan separately accounts for after-tax contributions and is not a governmental section 457(b) plan). You can do a 60-day rollover to an employer plan of part of a payment that includes after-tax contributions, but only up to the amount of the payment that would be taxable if not rolled over.

If you miss the 60-day rollover deadline

Generally, the 60-day rollover deadline cannot be extended. However, the IRS has the limited authority to waive the deadline under certain extraordinary circumstances, such as when external events prevented you from completing the rollover by the 60-day rollover deadline. To apply for a waiver, you must file a private letter ruling request with the IRS. Private letter ruling requests require the payment of a nonrefundable user fee. For more information, see IRS Publication 590, Individual Retirement Arrangements (IRAs).

If you were born on or before January 1, 1936

If you were born on or before January 1, 1936 and receive a lump sum distribution that you do not roll over, special rules for calculating the amount of the tax on the payment might apply to you. For more information, see IRS Publication 575, Pension and Annuity Income.

If you roll over your payment to a Roth IRA

You can roll over a payment from the Plan made before January 1, 2010 to a Roth IRA only if your modified adjusted gross income is not more than $100,000 for the year the payment is made to you and, if married, you file a joint return. These limitations do not apply to payments made to you from the Plan after 2009. If you wish to roll over the payment to a Roth IRA, but you are not eligible to do a rollover to a Roth IRA until after 2009, you can do a rollover to a traditional IRA and then, after 2009, elect to convert the traditional IRA into a Roth IRA.

If you roll over the payment to a Roth IRA, a special rule applies under which the amount of the payment rolled over (reduced by any after-tax amounts) will be taxed. However, the 10% additional income tax on early distributions will not apply (unless you take the amount rolled over out of the Roth IRA within 5 years, counting from January 1 of the year of the rollover). For payments from the Plan during 2010 that are rolled over to a Roth IRA, the taxable amount can be spread over a 2-year period starting in 2011.

If you roll over the payment to a Roth IRA, later payments from the Roth IRA that are qualified distributions will not be taxed (including earnings after the rollover). A qualified distribution from a Roth IRA is a payment made after you are age 59½ (or after your death or disability, or as a qualified first-time homebuyer distribution of up to $10,000) and after you have had a Roth IRA for at least 5 years. In applying this 5-year rule, you count from January 1 of the year for which your first contribution was made to a Roth IRA. Payments from the Roth IRA that are not qualified distributions will be taxed to the extent of earnings after the rollover, including the 10% additional income tax on early distributions (unless an exception applies). You do not have to take required minimum distributions from a Roth IRA during your lifetime. For more information, see IRS Publication 590, Individual Retirement Arrangements (IRAs).

You cannot roll over a payment from the Plan to a designated Roth account in an employer plan.

If you are not a plan participant

Payments after death of the participant. If you receive a distribution after the participant's death that you do not roll over, the distribution will generally be taxed in the same manner described elsewhere in this notice. However, the 10% additional income tax on early distributions does not apply, and the special rule described under the section "If you were born on or before January 1, 1936" applies only if the participant was born on or before January 1, 1936.

> **If you are a surviving spouse.** If you receive a payment from the Plan as the surviving spouse of a deceased participant, you have the same rollover options that the participant would have had, as described elsewhere in this notice. In addition, if you choose to do a rollover to an IRA, you may treat the IRA as your own or as an inherited IRA.
>
> An IRA you treat as your own is treated like any other IRA of yours, so that payments made to you before you are age 59½ will be subject to the 10% additional income tax on early distributions (unless an exception applies) and required minimum distributions from your IRA do not have to start until after you are age 70½.
>
> If you treat the IRA as an inherited IRA, payments from the IRA will not be subject to the 10% additional income tax on early distributions. However, if the participant had started taking required minimum distributions, you will have to receive required minimum distributions from the inherited IRA. If the participant had not started taking required minimum distributions from the Plan, you will not have to start receiving required minimum distributions from the inherited IRA until the year the participant would have been age 70½.
>
> **If you are a surviving beneficiary other than a spouse**. If you receive a payment from the Plan because of the participant's death and you are a designated beneficiary other than a surviving spouse, the only rollover option you have is to do a direct rollover to an inherited IRA. Payments from the inherited IRA will not be subject to the 10% additional income tax on early distributions. You will have to receive required minimum distributions from the inherited IRA.

Payments under a qualified domestic relations order. If you are the spouse or former spouse of the participant who receives a payment from the Plan under a QDRO, you generally have the same options the participant would have (for example, you may roll over the payment to your own IRA or an eligible employer plan that will accept it). Payments under the QDRO will not be subject to the 10% additional income tax on early distributions.

If you are a nonresident alien

If you are a nonresident alien and you do not do a direct rollover to a U.S. IRA or U.S. employer plan, instead of withholding 20%, the Plan is generally required to withhold 30% of the payment for federal income taxes. If the amount withheld exceeds the amount of tax you owe (as may happen if you do a 60-day rollover), you may request an income tax refund by filing Form 1040NR and attaching your Form 1042-S. See Form W-8BEN for claiming that you are entitled to a reduced rate of withholding under an income tax treaty. For more information, see also IRS Publication 519, U.S. Tax Guide for Aliens, and IRS Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Other special rules

If a payment is one in a series of payments for less than 10 years, your choice whether to make a direct rollover will apply to all later payments in the series (unless you make a different choice for later payments).

If your payments for the year are less than $200, the Plan is not required to allow you to do a direct rollover and is not required to withhold for federal income taxes. However, you may do a 60-day rollover.

You may have special rollover rights if you recently served in the U.S. Armed Forces. For more information, see IRS Publication 3, Armed Forces' Tax Guide.

FOR MORE INFORMATION

You may wish to consult with the Plan Administrator or payor, or a professional tax advisor, before taking a payment from the Plan. Also, you can find more detailed information on the federal tax treatment of payments from employer plans in: IRS Publication 575, Pension and Annuity Income; IRS Publication 590, Individual Retirement Arrangements (IRAs); and IRS Publication 571, Tax-Sheltered Annuity Plans (403(b) Plans). These publications are available from a local IRS office, on the web at www.irs.gov, or by calling 1-800-TAX-FORM.

SCANA Corporation
Retirement Plan

Summary Plan Description

(As applicable to Final Average Pay Participants)

November 1, 2013

Summary Plan Description
of the
SCANA Corporation
Retirement Plan

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Introduction

This Summary Plan Description gives you[1] a brief summary of the SCANA Corporation Retirement Plan (the "Plan"). The Plan is sponsored by SCANA Corporation and is made available to employees of SCANA Corporation and certain participating subsidiaries.

Certain groups of employees are provided Plan benefits that are different from those generally provided under the Plan to all eligible employees. These include groups of employees who work at various acquired businesses. These groups are described in **Appendix One** to this Summary Plan Description.

History of the Plan

The Plan was established in 1946 and has been designed to help you meet your financial needs in retirement. Prior to July 1, 2000, Plan benefits were determined solely under a Final Average Pay formula. The Final Average Pay formula calculates benefits by considering a participant's retirement eligible pay for the highest three consecutive years out of the last five years the participant was paid, as well as the participant's age, length of service and Social Security covered compensation amounts established for the participant's year of birth.

Effective July 1, 2000, SCANA Corporation replaced the Final Average Pay formula with a new Cash Balance formula except for those participants who were eligible to and elected to remain covered under the Final Average Pay formula. A cash balance formula bases each participant's pension benefit on the value of a hypothetical account. During the period of participation in a cash balance plan, the value of the hypothetical account grows, with pay and interest credits.

For ease of reference, this Summary Plan Description refers to the Final Average Pay portion of the Plan as the "Final Average Pay Plan" and the Cash Balance portion of the Plan as the "Cash Balance Plan."

Effective December 31, 2013, the Plan is closed to new hires and rehires. Also, effective December 31, 2023, all participants in the Plan will stop earning any future benefits (the Plan will be frozen).

Participation in the Cash Balance Plan

Prior to the conversion of the Plan to a Cash Balance formula, Plan participants were allowed to choose to remain covered under the Final Average Pay formula or become covered under the Cash Balance formula. The Cash Balance formula generally applies to any individual who elected to participate in the Cash Balance Plan. The Cash Balance Plan also applies to any

[1] The term "you" as used in this Summary Plan Description refers to a Company employee who otherwise meets all the eligibility and participation requirements under the Plan. Receipt of this Summary Plan Description does <u>not</u> guarantee that the recipient is in fact a participant under the Plan and/or otherwise eligible for benefits under the Plan.

employee initially hired by SCANA Corporation or a participating subsidiary (other than PSNC) on or after January 1, 2000 and before January 1, 2014 and to any former employee of SCANA Corporation or a participating subsidiary (other than PSNC) who is rehired on or after July 1, 2000 and before January 1, 2014. The Cash Balance Plan also applies to any PSNC employee hired on or after February 11, 2000 and before January 1, 2014 as well as any former PSNC employee who is rehired on or after July 1, 2000 and before January 1, 2014. In addition, the Cash Balance Plan applies to any eligible employee who is hired on or after January 1, 2001 and before January 1, 2014 or rehired on or after July 1, 2001 and before January 1, 2014 and covered by the IBEW contract.

Summary Plan Descriptions

This Summary Plan Description contains information relating only to the benefits that are provided under the Final Average Pay formula. A separate summary plan description, contained in another section of this booklet, describes the benefits that are provided under the Cash Balance formula.

While every attempt has been made to ensure that the information in this Summary Plan Description and the summary plan description for the Cash Balance Plan are accurate, the legal Plan documents consist of the Final Average Pay Plan document and the Cash Balance Plan document. <u>If there is any difference between this Summary Plan Description or the summary plan description for the Cash Balance Plan and the official Plan documents, the Plan documents control.</u>

Nothing in the Plan or in this Summary Plan Description creates or is intended to create a contract of employment between any individual and SCANA Corporation and its subsidiaries. Nothing in the Plan or in this Summary Plan Description gives any person the right to be employed by SCANA Corporation and its subsidiaries nor does it interfere with the right of SCANA Corporation or its subsidiaries to discharge an employee at any time.

Eligibility and Participation

Eligible Employees

The Plan is available to all active full-time and part-time employees employed by SCANA Corporation or one of the following subsidiaries that participates in the Plan on December 31, 2013:

- Public Service Company of North Carolina, Incorporated ("PSNC")
- SCANA Communications, Inc.
- SCANA Energy Marketing, Inc.
- SCANA Services Company
- ServiceCare, Inc. (including SCANA Security Division until March 23, 2001)
- South Carolina Electric & Gas Company
- Carolina Gas Transmission (formerly South Carolina Pipeline Corporation)

SCANA Corporation and the participating subsidiaries listed above are collectively referred to in this Summary Plan Description as the "Company."

Active full-time and part-time employees first hired by SCANA on or after January 1, 2014 are not eligible to participate in the Plan. In addition, if an active full-time or part-time employee stops working at SCANA and is later rehired at any point after December 31, 2013, the employee will not be eligible to earn any future benefit accruals under the Plan for services performed and/or compensation earned after he or she is rehired. However, if the rehired employee earned an accrued benefit under the Plan due to his or her prior employment by SCANA, the rehired employee will keep his or her rights to his or her prior accrued benefit, subject to the Plan's vesting requirements.

The following persons are not eligible to participate in the Plan, regardless of their date of hire: leased employees, individuals who do not receive payment for services directly from the Company's payroll, employees of employment agencies, employees who are in a union that has determined through collective bargaining not to participate in the Plan, individuals who sign a written employment contract expressly stating they are not eligible to participate in the Plan, employees of a SCANA subsidiary that has not become a participating employer, and non-resident aliens who do not receive any United States source income. In addition, any person who is otherwise eligible to participate may voluntarily elect, in writing, to waive his right to participate.

Continued Participation in the Final Average Pay Plan

Prior to the conversion of the Plan to the new Cash Balance formula, Plan participants were allowed to choose to remain covered under the Final Average Pay Plan or become covered under the Cash Balance Plan. The Final Average Pay Plan generally applies only to those participants who elected to continue to participate in the Final Average Pay Plan.

Certain of the participants who elected to continue to participate in the Final Average Pay Plan were previously covered under other retirement plans that were merged into the SCANA Corporation Retirement Plan. Any special provisions regarding these transferred participants are summarized in **Appendix One** to this Summary Plan Description.

If you have questions regarding your participation in the Plan, please call the SCANA Employee Stock and Pension Plans Department.

Reemployment

If your employment with SCANA and its subsidiaries ends and you are later reemployed by the Company before January 1, 2014, you will begin active participation in the Plan as a participant in the Cash Balance Plan (as opposed to the Final Average Pay Plan) on your reemployment date with the Company, regardless of the length of the interruption in your employment. However, if you are reemployed by the Company on or after January 1, 2014 after having previously terminated employment, you will not be eligible to become or continue participation as an active participant in either the Final Average Pay Plan or the Cash Balance Plan. However, your service with the Company after your post-December 31, 2013 reemployment date may count for purposes of determining your eligibility for early retirement subsidies.

Final Average Pay Benefit

The Final Average Pay Plan provides a retirement benefit based on your Final Average Earnings, Covered Compensation, and years of Benefit Service. Effective, December 31, 2023, your Final Average Earnings, Covered Compensation, and years of Benefit Service will be frozen as described below. In addition, your Vesting Service is used to determine when you are entitled to begin receiving the retirement benefit payable under the Final Average Pay Plan. These terms are defined below. You have the right to request and obtain, free of charge, a paper statement of your accrued benefit under the Final Average Pay Plan payable at age 65 or, if later, your actual age. This statement is also available on The Edge if you select the “View Pension Summary” option under the Manager/Employee Self Service heading.

Definition of Final Average Earnings

The term “Final Average Earnings” means the monthly average of your regular base pay for the highest-paid three complete consecutive years out of the last five complete consecutive years of employment through December 31, 2023. Your regular base pay after December 31, 2023 will not be taken into account when determining your Final Average Earnings. For the final calendar year used in this calculation (which in no event will be a calendar year commencing after December 31, 2023), it will be assumed that your base pay for the whole year was paid at your most recent rate of pay, if this results in a higher average. For purposes of determining your Final Average Earnings, earnings include a participant's regular annual base salary (including military differential wage payments), but <u>do not include</u> bonuses, overtime, cash awards under the SCANA Performance Recognition Award Program or other compensation received from the Company. Generally, military differential wage payments, also commonly referred to as “military supplemental pay,” are payments made by SCANA to an employee called to active military service. The amount of earnings recognized in determining Final Average Earnings is subject to the limitations provided in the Internal Revenue Code (Code).

Definition of Covered Compensation

The term "Covered Compensation" means the average of the maximum amount of earnings subject to Social Security taxes over the 35-year period that ends when you reach Social Security retirement age. Keep in mind that the Social Security Administration normally changes the Covered Compensation amounts each year. However, effective December 31, 2023, no future adjustments in the Covered Compensation amount shall be taken into account.

Determination of Vesting Service

Vesting Service is tracked based on whole and partial years (with each 365 days of Vesting Service being equivalent to one Year of Vesting Service) that you work for SCANA and its subsidiaries, starting with your hire date and ending on your severance date (as described below). Vesting Service also includes any authorized leaves of absence (including a layoff) if it does not exceed 12 months and you return to work during or at the end of that 12-month period. Any participant that takes a leave of absence for certain military service is credited with the period of his or her military service upon his or her return to work. Participants who are receiving disability benefits under SCANA's long-term disability program until retirement also are credited with Vesting Service and Benefit Service for their period of disability.

Your severance date is generally the date you quit, retire, are discharged or die. However, if you have an unpaid leave of absence, your severance date occurs one year from the day your unpaid leave began. If you are on a leave of absence or have been laid off and you quit, retire, are discharged or die during the first 12 months of such leave or layoff period, your severance date is the date you actually quit, retire, are discharged or die.

If you are on an authorized leave of absence of two years or less for parental leave purposes, you will be credited with Vesting Service for the leave period. If the parental leave period extends beyond two years, you will receive Vesting Service credit for up to an additional 12 months provided that you return to employment no later than the third anniversary of the date the leave began.

If you terminate your employment on or after January 1, 2008 after being credited with at least three years of Vesting Service (five years of Vesting Service for terminations prior to January 1, 2008), you will be vested in your Final Average Pay Plan benefits. See section of this summary entitled "Vested Termination Benefit" for a description of the benefit available to terminated vested participants. If you later return as an eligible employee, your prior Vesting Service will be credited regardless of the length of your break in service.

Determination of Benefit Service

Benefit Service includes the period of time you are employed by the Company. Benefit Service is determined by crediting all Vesting Service you have accumulated, but excluding (1) any period of severance, (2) Vesting Service exceeding six months for a leave of absence for maternity, paternity and adoption reasons, (3) an unauthorized leave of absence, (4) any period during which you are employed by an Affiliate that has not adopted the Plan, (5) any period during which you are employed as a leased employee of the Company, (6) periods during which you are not employed (unless you were on an authorized leave of absence (including a layoff) that does not exceed 12 months and you return to work during or at the end of that 12-month period), and (7) Vesting Service accumulated after December 31, 2023.

Service with a SCANA Affiliate

If you are transferred from a SCANA subsidiary that is not a participating employer under the Plan to a participating employer under the Plan, you will be credited with Vesting Service for the period that you worked at the non-participating SCANA subsidiary. If you are transferred to a SCANA subsidiary that is not a participating employer under the Plan from a participating employer under the Plan, you will be credited with Vesting Service for the period that you worked at the non-participating SCANA subsidiary. However, you will **not** be credited with Benefit Service unless the SCANA subsidiary adopts the Plan with the consent and approval of the SCANA Board of Directors.

If you were employed by a company that is acquired by or merged into SCANA, your employment with that company before the acquisition or merger date may be credited as Vesting Service if the Company determines to grant such service credit. With regard to past acquisitions and mergers, pre-acquisition service with SCANA Energy Marketing, Inc., Peoples Natural Gas Company of South Carolina, South Carolina Pipeline Corporation is included as Vesting Service under the Plan. In addition, a participant employed by PSNC is credited with the vesting service the participant earned under the PSNC Pension Plan for periods before February 11, 2000.

Normal Retirement Benefit

As a participant in the Plan, you will have a nonforfeitable (vested) right to your Plan benefit upon attaining your normal retirement age (age 65) if you are working for SCANA or one of its subsidiaries at that time. You can commence your normal retirement benefit on the first day of the month that begins with your 65^{th} birthday or that next follows your 65^{th} birthday, provided you actually retire from employment with SCANA and its subsidiaries. This day is referred to as your normal retirement date.

Your monthly normal retirement benefit payments will begin on your normal retirement date and will be paid on the first day of each following month during your lifetime. You should submit an application to the SCANA Employee Stock and Pension Plans Department at least 60 days before your normal retirement date to begin receiving your normal retirement benefit payments in a timely manner.

The amount of your normal retirement benefit is based on your years of Benefit Service, Covered Compensation and Final Average Earnings at your 65^{th} birthday. However, in no event will your normal retirement benefit include benefit accruals for services you perform and/or Compensation you earn after December 31, 2023, even if you continue to be actively employed by SCANA.

Final Average Pay Formula

Your normal retirement benefit under the Final Average Pay Plan is calculated by using the following formula:

1% of your Final Average Earnings* up to Covered Compensation*

PLUS

1.5% of your Final Average Earnings* over Covered Compensation*

TIMES

your years of Benefit Service,* up to 35 years.

* Remember, in no event will your Benefit Service, Covered Compensation and Final Average Earnings take into account any services you perform and/or Compensation you earn after December 31, 2023, even if you continue to be actively employed by the Company.

Normal Retirement Benefit Examples

The examples below show how your benefit is calculated under the Final Average Pay Plan before it is frozen effective December 31, 2023. Effective December 31, 2023, you will not earn any future benefit accruals under the Plan even if you remain actively employed.

An example[2] will help illustrate how your normal retirement benefit under the Final Average Pay Plan is calculated if you retire at age 65 with 35 years of Benefit Service prior to January 1, 2024:

ASSUMPTIONS:

Final Average Earnings: $85,000

Covered Compensation: $70,000

APPLYING THE FORMULA:

1% x $70,000 =	$ 700
PLUS	
1.5% x $15,000 (or $85,000 - $70,000) =	$ 225
	$ 925
TIMES	
35 years of Benefit Service =	$32,375/year or $2,697.92/month

[2] The examples contained in this Summary Plan Description are for demonstration purposes only. The calculation of your benefit under the Plan may be different from the calculations shown in the examples due to reasons such as a subsequent change in law that affects the calculation of your benefit.

The example below illustrates your normal retirement benefit if you retire at age 65 with the same Final Average Earnings, but with only 15 years of Benefit Service prior to January 1, 2024.

ASSUMPTIONS:

Final Average Earnings: $85,000

Covered Compensation: $70,000

APPLYING THE FORMULA:

1% x $70,000 =	$ 700
PLUS	
1.5% x $15,000 (or $85,000 - $70,000) =	$ 225
	$ 925
TIMES	
15 years of Benefit Service =	$13,875/year or $1,156.25/month

Early Retirement Benefit

You may elect to retire early from SCANA and its subsidiaries on the first day of any month on or after the date you reach age 55 and have completed at least 20 years of Vesting Service and before the first day of the month you reach age 65. This day is referred to as your early retirement date.

If your early retirement benefit begins before your 65th birthday and you had less than 35 years of Benefit Service, your benefit will be reduced by 1/3 of 1% for each full month (4% for each year) that you receive benefits before your normal retirement date. However, if you retire early with 35 or more years of Benefit Service, there will be no reduction in your early retirement benefit.

The amount of your early retirement benefit will be determined using the same formula for a normal retirement benefit but based upon your Final Average Earnings, Covered Compensation and Benefit Service (up to 35 years) as of your early retirement date. However, if you retire before age 62 with 35 or more years of Benefit Service, your early retirement benefit formula is adjusted. The percentage applying to your Final Average Earnings up to Covered Compensation will be increased by .033% for each year and fractional year that you retire before age 62. In addition, as indicated above, the early commencement reduction will not apply. In no event will your early retirement benefit include benefit accruals for services you perform and/or Compensation you earn after December 31, 2023, even if you continue to be actively employed by SCANA; however, your years of Vesting Service earned after December 31, 2023 will be combined with your pre-2024 years of Benefit Service to determine whether you are eligible for a subsidized benefit under these provisions.

Different years of Vesting Service requirements and early commencement reduction rates may apply to individuals who were participants in plans of companies that SCANA acquired. For more details, refer to **Appendix One** of this Summary Plan Description.

You should submit an application to the SCANA Employee Stock and Pension Plans Department at least 60 days before the date you want your early retirement benefit to begin.

Early Retirement Benefit Examples

> The examples below show how your benefit is calculated under the Final Average Pay Plan before it is frozen effective December 31, 2023. Effective December 31, 2023, you will not earn any future benefit accruals under the Plan even if you remain actively employed. For examples illustrating how your benefit will be calculated after December 31, 2023, please see **Appendix Three**.

The following example will help illustrate how your early retirement benefit under the Final Average Pay Plan is calculated if you retire at age 62 with 30 years of Benefit Service prior to January 1, 2024:

ASSUMPTIONS:

Final average earnings: $80,000

Covered Compensation: $75,000

APPLYING THE FORMULA:

1% x $75,000 =	$ 750
PLUS	
1.5% x $5,000 (or $80,000 - $75,000) =	$ 75
	$ 825
TIMES	
30 years of Benefit Service =	$24,750/year
MINUS	
Adjustment for early commencement reduction based on age 62 -- 4% per year for 3 years, or 12% x $24,750=	$ 2,970
	$ 21,780/year or $1,815/month

The next example will help illustrate how your early retirement benefit under the Final Average Pay Plan is calculated if you retire at age 60 with 35 years of Benefit Service prior to January 1, 2024:

ASSUMPTIONS:

Final average earnings: $80,000

Covered Compensation: $78,000

ADJUSTMENT TO FORMULA:
.033% x 2 years = .066%
APPLYING THE ADJUSTED FORMULA:

1.066% x $78,000 =	$ 831.48
PLUS	
1.5% x $2,000 (or $80,000 - $78,000) =	$ 30.00
	$ 861.48
TIMES	
35 years of Benefit Service =	$30,151.80/year or $2,512.65/month

Delayed Retirement Benefit

If you continue in employment after you have reached age 65, you can delay payment of your Plan benefit until the first day of the month that begins with or next follows the day you actually retire. Alternatively, you can make an irrevocable election to commence payment of your retirement benefit as of the first day of any month following your normal retirement date. Once you elect to begin receiving your delayed retirement benefit, you cannot change your election. You should submit an application to the SCANA Employee Stock and Pension Plans Department at least 60 days before the date you want your delayed retirement benefit to begin.

Your delayed retirement benefit is determined using the same benefit formula that applies to determine your normal retirement benefit, based on your Final Average Earnings, Covered Compensation, and Benefit Service (up to 35 years) as of your delayed retirement date or benefit commencement date if you elect to begin receiving your benefit while you are employed. If you make this irrevocable election, monthly benefit payments will be paid to you on the first day of each month during your lifetime. The monthly benefit amount will be adjusted as of each January 1 to reflect any additional accruals earned during the prior year. In no event will your delayed retirement benefit include benefit accruals for services you perform and/or Compensation you earn after December 31, 2023, even if you continue to be actively employed by SCANA.

If you continue to work after you reach age 70 1/2 and do not elect to begin receiving your delayed retirement benefit while working, your benefit under the Plan will be actuarially increased to reflect the delay in payments beyond your attainment of age 70 1/2. Any actuarial increase will be offset by the actuarial value of any benefit that you continue to accrue during your employment.

Vested Termination Benefit

Participants in the Plan who earn at least one hour of service on or after January 1, 2008 will be fully vested in their Plan benefit after being credited with three years of Vesting Service. The previous vesting schedule required the completion of five years of Vesting Service in order for a participant to be vested in his or her Plan benefit. After you become vested, you will have a nonforfeitable (vested) right to your Final Average Pay Plan benefit as a vested participant in the Plan. If you terminate your employment with SCANA and its subsidiaries as a vested participant, you are eligible for a vested termination benefit, payable on your normal retirement date. If you have completed 20 or more years of Vesting Service, you may file an application with the SCANA Employee Stock and Pension Plans Department to receive a reduced termination benefit beginning on the first day of any month on or after your 55th birthday. The application must be filed at least 60 days before the date you wish your vested termination benefit to begin.

Different years of vesting service requirements may apply to individuals who were participants in plans of companies that SCANA acquired and that were merged into the SCANA

Corporation Retirement Plan. For more details, please refer to **Appendix One** of this Summary Plan Description.

If your benefits begin before your 65th birthday and you have less than 35 years of Benefit Service, your benefit will be reduced as described in the Early Retirement Benefit section.

Disability Retirement Benefit

If you are considered "disabled" under SCANA's long-term disability program and are eligible to receive long-term disability payments until the earlier of your early retirement age or normal retirement age, you will be entitled to receive a disability retirement benefit under the Final Average Pay Plan. The disability retirement benefit is calculated in the same manner as the normal retirement benefit; however, it will be assumed that your earnings remained the same since your disability date (in other words, since the last day you actually worked before your disability began). In addition, if you remain disabled until you reach your normal retirement age (or, if later, the date your long-term disability payments cease), actual early retirement age or death, you will receive Vesting Service and Benefit Service from your disability date through the date you retire. However, in no event will your disability retirement benefit include benefit accruals for periods after December 31, 2023.

You may elect to receive early retirement benefits as early as age 55, if you have 20 years of Vesting Service, subject to the early commencement reduction if you do not have 35 years of Benefit Service. The number of years of Vesting Service may be different for individuals who were participants in plans of companies that were acquired by SCANA and merged into the SCANA Corporation Retirement Plan. For more details, please refer to **Appendix One** of this Summary Plan Description. In no event can you receive any payments from the Plan until you have terminated employment with the Company.

If You Recover

If you recover from your disability, are no longer eligible for benefits under SCANA's long-term disability program, and you return to work for the Company, your Plan benefit at retirement will be determined as if your earnings as of your disability date had remained constant while you were disabled, and you continued to earn Vesting and Benefit Service until your reemployment date.

If you recover and request to go back to work for the Company, but your request is denied, you will receive a benefit that is calculated as if your pay on your disability date remained constant and you continued to earn Vesting and Benefit Service until your recovery date.

If you recover from your disability, are no longer eligible under SCANA's long-term disability program, and do not report your recovery or do not resume employment with the Company after receiving a written offer, you will receive a benefit at age 65 that is based on your

Final Average Earnings and years of Benefit Service as of your disability date. You will be eligible for this benefit only if you became disabled after completing 3 years of Vesting Service.

In no event will you earn future benefit accruals under the Plan after December 31, 2023.

Voluntary Employee Contributions

If you have a voluntary employee contributions account, your Final Average Pay Plan benefit will be adjusted as described in **Appendix Two** of this Summary Plan Description.

Payment of Your Plan Benefit

You will receive your Final Average Pay Plan benefit in monthly payments for your lifetime. If you have been married at least one year when you commence your payments, and if you are still married to that spouse at the time of your death, your spouse will receive a monthly lifetime benefit equal to 60% of your benefit after you die. Effective for retirement occurring on or after January 1, 2008, you may elect to receive a reduced 75% Joint & Survivor annuity in lieu of the unreduced 60% Joint and Survivor annuity provided by the Plan. If you elect to receive the reduced 75% Joint and Survivor annuity, your benefit will be reduced during your lifetime based on the life expectancies of you and your spouse. After your death, your spouse will receive a monthly lifetime benefit equal to 75% of the reduced benefit that was payable to you while you were living.

If you participated in a plan of a company that SCANA acquired and that was merged into the SCANA Corporation Retirement Plan, you may be eligible for certain optional forms of payment, as described in more detail in **Appendix One** of this Summary Plan Description.

Prior to when your monthly benefit payments begin, you will be given the option of having income taxes withheld from the payments you receive. Regardless of your election whether to withhold income taxes from your payments, you are responsible for estimating and paying all income taxes owed. *It is important to remember that the amount withheld may not represent your actual tax liability.*

Lump Sum Distribution/Eligible Rollover Distribution

If the present value of your retirement benefit is $1,000 or less when you terminate or retire, the Final Average Pay Plan will automatically pay you your benefit as a one-time lump sum distribution. You can direct the rollover of all or part of your automatic lump sum distribution directly into an individual retirement account (IRA) or another employer’s tax qualified retirement plan. The portion that you do not directly roll over to an IRA or another employer’s tax qualified retirement plan will be subject to a mandatory 20% federal income tax withholding. In addition, you may be subject to a 10% additional tax when you file your federal income tax return if you terminate employment before the calendar year in which you turn age 55. You may want to consult a tax advisor before receiving your distribution from the Plan.

Separately, in the case of any eligible rollover distribution that is paid to a beneficiary who is someone other than your spouse (in the case of certain benefits paid on account of merged plans referred to in **Appendix One** or voluntary employee contributions), that beneficiary may receive an eligible rollover distribution under the Plan. However, that beneficiary may only roll over the eligible rollover distribution to an inherited individual retirement account (Inherited IRA). Generally, an Inherited IRA is an individual retirement account that is established in the beneficiary's name, but may not be rolled over into another individual retirement account or eligible retirement plan.

Benefit Restrictions if the Plan Becomes Underfunded

Federal law imposes certain limitations on the ability to take distributions in the form of a lump sum or certain optional forms if the funding levels of the Plan fall below 80%. Federal law also imposes additional restrictions on benefit accruals in the event that the funding levels of the Plan fall below 60%. You will be advised if the Plan becomes subject to these restrictions.

Reemployment after Retirement

If you are reemployed with the Company after you begin receiving your benefit payments and before January 1, 2014, your benefit payments will continue and you will participate in the Plan as a Cash Balance Plan participant. Please refer to the Summary Plan Description for the Cash Balance Plan for information on how you accrue benefits under the Cash Balance Plan during your period of reemployment. If you are reemployed with the Company after you begin receiving your benefit payments and on or after January 1, 2014, your benefit payments will continue but you will not become an active participant in either the Cash Balance Plan or Final Average Pay Plan.

Pre-Retirement Surviving Spouse Benefit

If you die after becoming a vested participant under the Final Average Pay Plan but before you begin receiving payment of your Final Average Pay Plan benefit, and you have been married to your spouse for at least one year immediately before the date of your death, a pre-retirement death benefit is available for your spouse. The amount of the death benefit payable to your eligible spouse is equal to 60% of the monthly retirement benefit that would have been payable to you beginning at age 65, based on your Final Average Earnings and years of Benefit Service completed as of your date of death. This surviving spouse's benefit will be paid to your eligible spouse for life, beginning on the first day of the month following the date of your death. If you do not have a surviving spouse to whom you have been married for at least one year as of your date of death, no death benefit is payable on your behalf.

If you die while performing qualified military service and would have been entitled to reemployment rights with SCANA Corporation under federal law, your beneficiary will receive all benefits (other than benefit accruals relating to your period of qualified military service) that the beneficiary would have received if you had resumed employment with SCANA Corporation and then terminated employment due to death, including receiving vesting credit for the period of your qualified military service.

Assignment of Benefits

Your benefits under the Plan are not assignable or subject to the claim of any creditor. However, if you are filing for a divorce, your spouse may be entitled to a portion of your Final Average Pay Plan benefit as required by a Qualified Domestic Relations Order ("QDRO"). A QDRO is any judgment, decree or order (including certain property settlement agreements) that provides for child support, alimony and/or marital property rights to a spouse, former spouse, child or other dependents of the participant under state domestic relations law, including community property law. A QDRO must meet certain Plan and administrative requirements to be honored by the Plan. Please contact the SCANA Employee Stock and Pension Plans Department before the QDRO is made a final order of a court to confirm the validity of the QDRO. To ease this process, you or your spouse may obtain a copy of the Plan's QDRO procedures and a model QDRO document applicable to the Plan from the SCANA Employee Stock and Pension Plans Department without charge.

Pension Benefit Guaranty Corporation (PBGC)

Because the Plan is a defined benefit plan, your benefits under the Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), an agency of the federal government. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if the plan so provides and you become disabled before the plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law for the year in which the plan terminates; (2) some or all of benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the time the plan terminates; (3) benefits that are not vested because you have not worked long enough for the Company; (4) benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's normal retirement age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money the Plan has and on how much the PBGC collects from the Company.

For more information about the PBGC and the benefits it guarantees, contact the SCANA Employee Stock and Pension Plans Department or the PBGC. Inquiries to the PBGC should be directed to:

Technical Assistance Division
Pension Benefit Guaranty Corporation
1200 K Street, N.W.
Suite 930
Washington, D.C. 20005-4026

You also can contact PBGC’s Technical Assistance Division by calling 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

Administration of the Plan

The SCANA Corporation Retirement Plan Committee (the “Committee”) administers the Plan. The Committee is appointed by and serves at the pleasure of the SCANA Chief Executive Officer. The Committee is responsible for (a) interpreting or construing the Plan, (b) determining all questions of eligibility, (c) determining the classification, status and rights of Employees, Participants and beneficiaries of Participants, (d) determining the amount, manner and time and type of any distribution hereunder, (e) fixing minimum periods of notice where notice is required, and (f) day-to-day operations of the Plan, all in a manner not inconsistent with the terms of the Plan. Benefits under the Plan will be paid only if the Committee (or its delegate) determines in its discretion that the Participant (or beneficiary) is entitled to them. All rules and decisions of the Committee shall be consistently applied to all persons in similar circumstances and shall be conclusive and binding upon all persons affected thereby. The Committee establishes all administrative rules and makes any interpretations necessary under the Plan. The Committee has the discretionary authority to construe and interpret disputed or doubtful Plan terms, to determine eligibility for benefits and to construe the terms of the Plan, and all such decisions will be final, conclusive and binding and will be subject to the arbitrary and capricious or abuse of discretion standard of judicial review.

The Committee has the authority to delegate, and has so delegated, certain of its responsibilities to the Plan Manager with respect to management of the regular operations of the Plan. The Plan Manager is appointed by the Committee and reports to the Committee. The Plan Manager shall have the full discretionary authority to decide all matters for which the Plan Manager is responsible under this Plan, including the discretionary authority to interpret the applicable Plan terms, to the same extent that such authority otherwise is granted to the Committee. Any questions you may have regarding the particular circumstances affecting your own benefits, such as the length of service, the determination of your age, etc., should be directed to the Committee or the Plan Manager.

In addition, the Committee has the authority to delegate or allocate to a person who is not a member of the Committee any fiduciary or non-fiduciary duty. Any such delegation or allocation will be in writing.

Investment of Assets

Under the Plan, the Investment Committee consists of the SCANA Chief Financial Officer and any other individuals designated by the SCANA Chief Executive Officer. The Investment Committee is the named investment fiduciary of the Plan and is responsible for establishing investment guidelines, establishing and carrying out a funding policy and method, for designating one or more Investment Managers and for monitoring the activities of the Investment Managers. The Investment Committee has the authority to delegate or allocate to a person who is not a member of the Investment Committee any fiduciary or non-fiduciary duty. Any such delegation or allocation will be in writing, including delegation of authority to act on behalf of the Investment Committee in the absence of the presence of the Investment Committee.

Maximum Benefits

Federal law sets a maximum on the amount of benefits you can receive from the Plan. Federal law also sets a maximum on the amount of compensation that can be recognized for purposes of determining Final Average Earnings. For 2013, the earnings limit is $255,000. This limit may be subject to change in future years to reflect changes in the cost of living. Effective December 31, 2023, no future changes to the earnings limit will be taken into account.

Another federal law requires that the Plan be tested periodically to see if certain higher paid employees of the Company are earning more than 60% of the total benefits provided by the Plan. It is very unlikely that this will ever happen. However, if it does happen, the Company could be required to make modifications to the Plan affecting all participants. These may include additional contributions, increased benefits, or an increase in the rate at which benefits become vested, depending upon the particular provisions of the Plan.

You will be notified by the Plan Manager if either of these limits apply to you.

Updating Your Address

Participants, former participants, spouses, beneficiaries and other individuals who are to receive benefits are urged to keep the SCANA Employee Stock and Pension Plans Department advised of current addresses and names so that benefits can be paid properly.

Cost of the Plan

Earnings on the assets of the Trust Fund and Company contributions to the Trust Fund provide for Plan benefits. Company contributions are actuarially determined annually.

Plans For the Future

SCANA expects to continue the Plan, but it reserves the right to terminate all or parts of the Plan, at any time. If SCANA terminates the Plan, in full or part, each affected participant's accrued benefit, to the extent funded, will become fully vested as of the date of full or partial termination. Upon termination, SCANA may either continue the Trust or terminate the Trust and pay all Plan expenses and benefits under the Plan.

The Employee Plans Committee has the right to amend the Plan from time to time. The SCANA Chief Executive Officer, in consultation with the Chairman of the Management Development and Corporate Performance Committee of the Board of Directors, appoints the Employee Plans Committee.

Claims and Appeals

When you terminate or retire from SCANA and its subsidiaries and want to receive your benefits from the Plan, you will need to file a claim with the Plan Manager. The Plan Manager will review your claim and make its determination within 90 days. If the Plan Manager fully or partially denies your claim, you will be provided a written notice stating: (i) the specific reason or reasons your claim was denied; (ii) the exact references to the Plan provisions that dealt with your claim, and why it was denied; (iii) a description of any additional information or information necessary for you to revise and perfect your claim, and an explanation as to why such material or information is necessary; and (iv) an explanation of the Plan's claims procedure.

If special circumstances require an extension of time, the Plan Manager will give you a written notice of the delay, and will issue your statement within another 90 days.

If you would like to request an appeal of your claim to the Committee for a full and fair review, you must make that request within 60 days after you have received the written denial from the Plan Manager or, if the claim has neither been approved nor denied within the applicable 90-day period, the request must be made within 60 days after the expiration of the 90-day period. You, or your authorized representative, may (i) request a review, in writing, to the Committee; (ii) request, in writing, to review applicable documents; and (iii) submit comments and issues in writing.

After you have made the appeal, the Committee will make its decision no later than 60 days after it receives your request for a review. If special circumstances require an extension of time, the Committee will notify you of the delay, and will reach a decision within another 60 days. The Committee's decision on the review will be written, and will include specific reasons for the decision and references to the Plan provision that the decision is based on.

Your Rights as a Participant

As a participant in the SCANA Corporation Retirement Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA). ERISA provides that all plan participants shall be entitled to:

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration;

- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The plan administrator may make a reasonable charge for the copies;

- Receive a summary of the Plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report;

- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries'' of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court after you have fully exhausted the Plan's administrative remedies as described above ("Claims and Appeals"). In addition, if you disagree with the plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Additional Plan Information

This section describes certain administrative information relating to the Plan:

Name of Plan:	SCANA Corporation Retirement Plan
Name and Address of Plan Sponsor:	SCANA Corporation 220 Operation Way Cayce, South Carolina 29033 803-217-9000
Federal EIN of Plan Sponsor:	57-0784499
Plan Identification Number:	001
Plan Year:	The records of the Plan are kept on a calendar year basis.
Name and Address of Plan Administrator:	SCANA Corporation Retirement Plan Committee SCANA Corporation 220 Operation Way Cayce, South Carolina 29033 803-217-9000
Type of Plan:	Defined benefit pension plan
Plan Trustee:	State Street Bank & Trust Company One Lincoln Street Boston, Massachusetts 02111
Agent for Service of Legal Process:	SCANA Corporation 220 Operation Way Cayce, South Carolina 29033 803-217-9000 Process also may be served upon the Plan Trustee or the Plan Administrator.

Appendix One
Special Provisions for Merged Plans

This Appendix One provides special provisions applicable to certain Final Average Pay Plan participants who previously participated in another retirement plan, the assets and liabilities of which were merged into the SCANA Corporation Retirement Plan. Notwithstanding anything to the contrary herein, effective as of December 31, 2023, all benefit accruals under the Plan will cease and no future accruals will be earned with respect to any future periods of employment.

A. **Carolina Energies, Inc.:** Final Average Pay Plan participants who previously participated in the Carolina Energies Plan have their service as an employee of Carolina Energies, Inc. before January 1, 1983 counted in determining Vesting Service and Benefit Service under the Final Average Pay Plan.

For certain former Carolina Energies Plan participants, the earliest retirement date is the first day of the month on or after the date the participant reaches age 55 and completes at least 10 years of vesting service. Thus, if you are one of these certain former Carolina Energies Plan participants, and you terminate your employment as a vested participant with 10 or more years of Vesting Service, you may file an application with the SCANA Employee Stock and Pension Plans Department to receive a reduced retirement benefit beginning on the first of any month on or after your 55th birthday.

The minimum accrued benefit for certain former Carolina Energies Plan participants will be no less than the greater of such participant's accrued benefit under either the Carolina Energies Plan as of December 31, 1982 or the formula under the Carolina Energies Plan when that plan was merged into the SCANA Corporation Retirement Plan.

Certain former Carolina Energies Plan participants may elect to receive their Final Average Pay Plan benefit in a lump sum payment.

B. **Peoples Natural Gas Company of South Carolina:** Final Average Pay Plan participants who previously participated in the Pension Plan for Employees of Peoples Natural Gas Company of South Carolina (the "Peoples Pension Plan") have their service as an employee of Peoples Natural Gas Company of South Carolina and Supertane Gas Company before December 31, 1990 counted in determining Vesting and Benefit Service under the Final Average Pay Plan.

The minimum accrued benefit for any former Peoples Pension Plan participant will be the participant's accrued benefit under the Peoples Pension Plan as of December 31, 1990.

The earliest retirement date for any former Peoples Pension Plan participant is the first day of the month on or after the date the Participant has reached age 55 and completed at least 10 years of Vesting Service, and the benefit reduction applied to their special minimum benefit is 5/12 of 1% for each full month (5% for each year) their early retirement date precedes their normal retirement date. Thus, if you are a former Peoples Pension Plan participant and you terminate your employment as a vested participant with

10 or more years of Vesting Service, you may file an application with the SCANA Employee Stock and Pension Plans Department to receive a reduced retirement benefit beginning on the first of any month on or after your 55th birthday.

Former Peoples Pension Plan participants may receive the Peoples Pension Plan benefit (namely, the amount earned as of December 31, 1990), in a lump sum or single life annuity. You also may elect to receive your Peoples Pension Plan benefit in a form of payment that would continue 50% or 100% of your (reduced) monthly benefits to your surviving spouse or beneficiary after your death.

C. **Peoples Savings Plan:** If you had a Peoples Savings Plan account maintained on your behalf as of December 31, 1990, you will be eligible to receive the value of your account balance in a lump sum or an annuity (installments) when you retire. The annuity may be for your lifetime, for the life of you and a beneficiary, or for a specified number of years. Your account balance also is payable if you elect early retirement, if you leave the Company before retirement, if you die, or if you become disabled (as defined by the SCANA LTD Plan). If you elect early retirement, leave the Company, or become disabled, you can defer payment of your account balance until your normal retirement date. Your account balance will be credited with interest (as defined in the Plan) until you elect to withdraw it.

After you reach age 59 1/2, you may also take one withdrawal from your Peoples Savings Plan account of amounts attributable to elective deferrals or employer matching contributions every 12 months. If you have a financial hardship (as defined by the Plan), you may be eligible to take a hardship withdrawal from your account. If part of your account balance is attributable to rollovers from another tax-qualified plan, during each plan year you may elect to withdraw up to 100% of the amount attributable to rollover contributions. If you have questions about making a withdrawal from your Peoples Savings Plan account, please contact the SCANA Employee Stock and Pension Plans Department.

D. **Public Service Company of North Carolina (PSNC):** Final Average Pay Plan participants who previously participated in the Public Service Company of North Carolina, Incorporated Employees' Retirement Plan and Trust (PSNC Plan) have their service as an employee of PSNC before July 1, 2000 counted in determining Vesting Service and Benefit Service under the Final Average Pay Plan.

In determining Final Average Earnings, all compensation credited under the PSNC Plan for benefit accrual purposes will be taken into account under this Plan.

The earliest retirement date for former PSNC Plan participants is the first day of the month on or after the date the participant has reached age 55 and completed at least 10 years of Vesting Service. The minimum early retirement benefit applicable to any former PSNC Plan participant will be the participant's accrued benefit as of June 30, 2000 reduced by the early commencement reduction factors under the PSNC Plan in effect on June 30, 2000.

If you terminate your employment as a vested participant with 10 or more years of Vesting Service, you may file an application with the SCANA Employee Stock and Pension Plans Department to receive a reduced retirement benefit beginning on the first of any month on or after your 55th birthday, subject to the same reductions as described above for early commencement.

The minimum accrued benefit for former PSNC Plan participants will be no less than such participant's accrued benefit under the PSNC Plan as of June 30, 2000.

If you are eligible for a disability retirement benefit, you may elect to receive such benefit as early as age 55 if you have 10 years or more of Vesting Service.

If you are a former PSNC participant, you may elect to receive your entire accrued benefit under the Plan in one of the following optional benefit forms.

Lump Sum: You may elect to receive your entire accrued benefit under the Final Average Pay Plan in one lump sum payment.

Life Annuity: You may elect to receive your entire accrued benefit under the Final Average Pay Plan in the form of a life annuity that will provide you with monthly annuity benefits until your death.

Joint and Survivor Annuity: You may elect to receive your entire accrued benefit under the Final Average Pay Plan in the form of 50%, 75% or 100% joint and survivor annuity. Under this option, your monthly benefit is reduced during your life to provide that either 50%, 75% or 100% of your (reduced) monthly benefits are paid to your surviving spouse or beneficiary after your death.

Period Certain and Life Annuity: You may elect to receive your entire benefit in the form of a period certain and life annuity. Under this option, if you die during the period certain (either 120 months, 180 months or 240 months) your annuity will continue and be paid to your designated beneficiary for the remaining portion of the period. If you do not die during this period, your annuity will continue for your life, but there will be no payment to any beneficiary after your death.

Social Security Adjustment Annuity: Under the Social Security adjustment annuity option, your benefit is actuarially adjusted to provide that the amount of your monthly annuity payment before your Social Security benefits begin is increased in an estimated amount equal to what your Social Security monthly benefit will be. When your monthly Social Security benefit begins, your monthly annuity payment under the Plan is decreased, and will continue in this amount until you die. The Social Security adjustment annuity option is designed so that once you retire, the total amount of your monthly benefits from both the Plan and Social Security will remain relatively constant.

Appendix Two
Voluntary Employee Contributions

This Appendix Two provides special provisions applicable to certain Final Average Pay Plan participants who have a voluntary employee contributions account under the Plan. Any such Final Average Pay Plan participant is referred to as an “eligible participant” in this Appendix Two.

A. Eligible participants can no longer make voluntary employee contributions under the Plan.

B. Voluntary employee contributions are credited with interest for a calendar year at an annual rate equal to 120% of the midterm applicable federal rate for January of that calendar year as determined by the Internal Revenue Service. Prior to 1988, voluntary employee contributions were credited with interest at 6%, compounded annually.

C. The balance in an eligible employee’s voluntary employee contributions account will be used to provide an additional monthly retirement benefit. If the participant commences his or her Final Average Pay Plan benefit at his or her normal retirement date, the participant will receive an additional monthly benefit equal to 1/12 of 37½% of the employee’s contributions, but not more than $281.25. If the benefit is paid prior to the participant’s normal retirement date, the additional benefit provided by the voluntary employee contributions will be reduced in the same manner as the early retirement benefit or the vested termination benefit, as the case may be. If the benefit is first paid after the participant’s normal retirement date, the additional benefit provided by the voluntary employee contributions will be actuarially increased.

D. If the participant becomes eligible for benefits under SCANA’s long-term disability program, the participant can withdraw the entire balance in his or her voluntary employee contributions account in a single lump sum payment. Otherwise, no withdrawals from your voluntary employee contributions account are permitted while you are employed.

E. The balance in a participant’s voluntary employee contributions account will be used to provide additional surviving spouse’s benefit in the event you die before your account is paid to you and you have been married for at least one year before your death. The amount that is payable to your spouse is equal to 60% of the benefit that you were entitled to receive. If you die before your payments begin, the amount that is payable to your spouse is equal to 60% of the benefits you would have received at age 65. If you have not been married to your spouse for at least one year when you die, any balance in your voluntary employee contributions account will be paid to the beneficiary you designate.

   If your spouse dies before the entire balance of your voluntary employee contributions account has been paid out, the remaining amount will be paid to your spouse’s estate or beneficiary in a lump sum. Alternatively, if you do not have a spouse living on your date of death, the balance in your voluntary employee contributions account will be paid to your beneficiary in a lump sum.

For more information about your voluntary employee contributions account, please contact the SCANA Employee Stock and Pension Plans Department.

Appendix Three
Early Retirement Benefit Examples
After December 31, 2023

This Appendix Three provides examples to help illustrate how your early retirement benefit under the Final Average Pay Plan will be calculated after December 31, 2023 when the Plan is frozen.

<u>Unreduced Early Retirement Benefit after December 31, 2023</u>

You do not lose the right to earn an unreduced early retirement benefit (described in the "Early Retirement Benefit" section of this Summary Plan Description) when the Plan is frozen effective December 31, 2023. As required by law, your right to earn an early retirement subsidy, based on the amount of your benefit at the freeze date, is preserved. That means you can "grow into" a full subsidy for your accrued benefit as of December 31, 2023 by continuing to work after 2023.

Example 1:

Assume an employee is age 52 with an average salary of $45,000 and 25 years of service as of December 31, 2023. Assume that covered compensation at the time is more than $45,000. Finally, assume that the employee continues to work another 10 years and then retires on December 31, 2033, at age 62. The employee's accrued benefit at December 31, 2023 (the freeze date) is expressed as a benefit of $11,250 per year (1% of $45,000 times 25 years of benefit service), commencing at age 65. When the employee chooses to retire three years earlier, at age 62, the employee's years of service are 35. Although only 25 years of benefit service count in determining the amount of the employee's Retirement Plan accrued benefit, the 10 years of service earned *after* the freeze date will still count in determining whether the employee is entitled to have that $11,250 per year benefit paid as an unreduced annuity benefit

<u>Favorable Early Retirement Benefit Reduction Factor after December 31, 2023</u>

You do not lose the right to earn the favorable reduction factor for certain early retirements (described in the "Early Retirement Benefit" section of this Summary Plan Description) when the Plan is frozen effective December 31, 2023. Here is how it works.

The amount of your early retirement benefit will be determined using the same formula for a normal retirement benefit but based upon your Final Average Earnings, Covered Compensation and Benefit Service (up to 35 years) earned through December 31, 2023. However, if you retire before age 62 and you have 35 or more years of service at your actual retirement, your early retirement benefit formula is adjusted. The Final Average Pay Plan benefit accrual percentage that would otherwise apply to your Final Average Earnings up to Covered Compensation (1%) will be increased by .033% for each year and fractional year that you retire before age 62. In addition, the early commencement reduction under the Final Average Pay Plan will not apply.

Example 2:

Assume the same facts as in Example 1, above, except that the employee was age 50 at December 31, 2023 and retires on December 31, 2033, at age 60. The employee's accrued benefit at December 31, 2023 (the freeze date) is determined under the special adjusted early retirement benefit formula and is equal to 1.066% times $45,000 times 25 years of service (for a benefit of $11,992.50 per year). That benefit is not reduced for early commencement because the employee had a total of 35 years of service, counting 25 years of Benefit Service through December 31, 2023 plus 10 years of Vesting Service from January 1, 2024 through December 31, 2033.

Appendix Four
Section 402(f) Notice Regarding Plan Distributions

This Appendix contains important information you will need before you decide how to receive your Plan benefits. This Appendix constitutes a "section 402(f)" notice that is required by the IRS to be provided to all Plan members. You will receive a summary of this notice when you request a payment that is eligible for rollover treatment.

This Appendix explains how you can continue to defer federal income tax on your retirement savings in the Plan when you receive a distribution and contains important information you will need before you decide how to receive your Plan benefits.

YOUR ROLLOVER OPTIONS

This Appendix is provided to you because all or a portion of a payment you will receive from the Plan may be eligible for rollover to an IRA or an employer plan. This notice is intended to help you decide whether to do such a rollover.

Rules that apply to most payments from a plan are described in the "General Information About Rollovers" section. Special rules that only apply in certain circumstances are described in the "Special Rules and Options" section.

GENERAL INFORMATION ABOUT ROLLOVERS

How can a rollover affect my taxes?

You will be taxed on a payment from the Plan if you do not roll it over. If you are under age 59½ and do not do a rollover, you will also have to pay a 10% additional income tax on early distributions (unless an exception applies). However, if you do a rollover, you will not have to pay tax until you receive payments later and the 10% additional income tax will not apply if those payments are made after you are age 59½ (or if an exception applies).

Where may I roll over the payment?

You may roll over the payment to either an IRA (an individual retirement account or individual retirement annuity) or an employer plan (a tax-qualified plan, section 403(b) plan, or governmental section 457(b) plan) that will accept the rollover. The rules of the IRA or employer plan that holds the rollover will determine your investment options, fees, and rights to payment from the IRA or employer plan (for example, no spousal consent rules apply to IRAs and IRAs may not provide loans). Further, the amount rolled over will become subject to the tax rules that apply to the IRA or employer plan.

How do I do a rollover?

There are two ways to do a rollover. You can do either a direct rollover or a 60-day rollover.

If you do a direct rollover, the Plan will make the payment directly to your IRA or an employer plan. You should contact the IRA sponsor or the administrator of the employer plan for information on how to do a direct rollover.

If you do not do a direct rollover, you may still do a rollover by making a deposit into an IRA or eligible employer plan that will accept it. You will have 60 days after you receive the payment to make the deposit. If you do not do a direct rollover, the Plan is required to withhold 20% of the payment for federal income taxes (up to the amount of cash and property received other than employer stock). This means that, in order to roll over the entire payment in a 60-day rollover, you must use other funds to make up for the 20% withheld. If you do not roll over the entire amount of the payment, the portion not rolled over will be taxed and will be subject to the 10% additional income tax on early distributions if you are under age 59½ (unless an exception applies).

How much may I roll over?

If you wish to do a rollover, you may roll over all or part of the amount eligible for rollover. Any payment from the Plan is eligible for rollover, except:

- Certain payments spread over a period of at least 10 years or over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Required minimum distributions after age 70½ (or after death)
- Corrective distributions of contributions that exceed tax law limitations

The Plan Administrator or the payor can tell you what portion of a payment is eligible for rollover.

If I don’t do a rollover, will I have to pay the 10% additional income tax on early distributions?

If you are under age 59½, you will have to pay the 10% additional income tax on early distributions for any payment from the Plan (including amounts withheld for income tax) that you do not roll over, unless one of the exceptions listed below applies. This tax is in addition to the regular income tax on the payment not rolled over.

The 10% additional income tax does not apply to the following payments from the Plan:

- Payments made after you separate from service if you will be at least age 55 in the year of the separation
- Payments that start after you separate from service if paid at least annually in equal or close to equal amounts over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Payments made due to disability
- Payments after your death
- Corrective distributions of contributions that exceed tax law limitations

- Payments made directly to the government to satisfy a federal tax levy
- Payments made under a QDRO
- Payments up to the amount of your deductible medical expenses
- Certain payments made while you are on active duty if you were a member of a reserve component called to duty after September 11, 2001 for more than 179 days

If I do a rollover to an IRA, will the 10% additional income tax apply to early distributions from the IRA?

If you receive a payment from an IRA when you are under age 59½, you will have to pay the 10% additional income tax on early distributions from the IRA, unless an exception applies. In general, the exceptions to the 10% additional income tax for early distributions from an IRA are the same as the exceptions listed above for early distributions from a plan. However, there are a few differences for payments from an IRA, including:

- There is no exception for payments after separation from service that are made after age 55.
- The exception for QDROs does not apply (although a special rule applies under which, as part of a divorce or separation agreement, a tax-free transfer may be made directly to an IRA of a spouse or former spouse).
- The exception for payments made at least annually in equal or close to equal amounts over a specified period applies without regard to whether you have had a separation from service.

Will I owe State income taxes?

This notice does not describe any State or local income tax rules (including withholding rules).

SPECIAL RULES AND OPTIONS

If your payment includes after-tax contributions

After-tax contributions included in a payment are not taxed. If a payment is only part of your benefit, an allocable portion of your after-tax contributions is generally included in the payment. If you have pre-1987 after-tax contributions maintained in a separate account, a special rule may apply to determine whether the after-tax contributions are included in a payment.

You may roll over to an IRA a payment that includes after-tax contributions through either a direct rollover or a 60-day rollover. You must keep track of the aggregate amount of the after-tax contributions in all of your IRAs (in order to determine your taxable income for later payments from the IRAs). If you do a direct rollover of only a portion of the amount paid from the Plan and a portion is paid to you, each of the payments will include an allocable portion of the after-tax contributions. If you do a 60- day rollover to an IRA of only a portion of the payment made to you, the after-tax contributions are treated as rolled over last. For example, assume you are receiving a complete distribution of your benefit which totals $12,000, of which $2,000 is after-tax contributions. In this case, if you roll over $10,000 to an IRA in a 60-day rollover, no amount is taxable because the $2,000 amount not rolled over is treated as being after- tax contributions.

You may roll over to an employer plan all of a payment that includes after-tax contributions, but only through a direct rollover (and only if the receiving plan separately accounts for after-tax contributions and is not a governmental section 457(b) plan). You can do a 60-day rollover to an employer plan of part of a payment that includes after-tax contributions, but only up to the amount of the payment that would be taxable if not rolled over.

If you miss the 60-day rollover deadline

Generally, the 60-day rollover deadline cannot be extended. However, the IRS has the limited authority to waive the deadline under certain extraordinary circumstances, such as when external events prevented you from completing the rollover by the 60-day rollover deadline. To apply for a waiver, you must file a private letter ruling request with the IRS. Private letter ruling requests require the payment of a nonrefundable user fee. For more information, see IRS Publication 590, Individual Retirement Arrangements (IRAs).

If you were born on or before January 1, 1936

If you were born on or before January 1, 1936 and receive a lump sum distribution that you do not roll over, special rules for calculating the amount of the tax on the payment might apply to you. For more information, see IRS Publication 575, Pension and Annuity Income.

If you roll over your payment to a Roth IRA

You can roll over a payment from the Plan made before January 1, 2010 to a Roth IRA only if your modified adjusted gross income is not more than $100,000 for the year the payment is made to you and, if married, you file a joint return. These limitations do not apply to payments made to you from the Plan after 2009. If you wish to roll over the payment to a Roth IRA, but you are not eligible to do a rollover to a Roth IRA until after 2009, you can do a rollover to a traditional IRA and then, after 2009, elect to convert the traditional IRA into a Roth IRA.

If you roll over the payment to a Roth IRA, a special rule applies under which the amount of the payment rolled over (reduced by any after-tax amounts) will be taxed. However, the 10% additional income tax on early distributions will not apply (unless you take the amount rolled over out of the Roth IRA within 5 years, counting from January 1 of the year of the rollover). For payments from the Plan during 2010 that are rolled over to a Roth IRA, the taxable amount can be spread over a 2-year period starting in 2011.

If you roll over the payment to a Roth IRA, later payments from the Roth IRA that are qualified distributions will not be taxed (including earnings after the rollover). A qualified distribution from a Roth IRA is a payment made after you are age 59½ (or after your death or disability, or as a qualified first-time homebuyer distribution of up to $10,000) and after you have had a Roth IRA for at least 5 years. In applying this 5-year rule, you count from January 1 of the year for which your first contribution was made to a Roth IRA. Payments from the Roth IRA that are not qualified distributions will be taxed to the extent of earnings after the rollover, including the 10% additional income tax on early distributions (unless an exception applies). You do not have to take required minimum distributions from a Roth IRA during your lifetime. For more information, see IRS Publication 590, Individual Retirement Arrangements (IRAs).

You cannot roll over a payment from the Plan to a designated Roth account in an employer plan.

If you are not a plan participant

Payments after death of the participant. If you receive a distribution after the participant's death that you do not roll over, the distribution will generally be taxed in the same manner described elsewhere in this notice. However, the 10% additional income tax on early distributions does not apply, and the special rule described under the section "If you were born on or before January 1, 1936" applies only if the participant was born on or before January 1, 1936.

> **If you are a surviving spouse.** If you receive a payment from the Plan as the surviving spouse of a deceased participant, you have the same rollover options that the participant would have had, as described elsewhere in this notice. In addition, if you choose to do a rollover to an IRA, you may treat the IRA as your own or as an inherited IRA.
>
> An IRA you treat as your own is treated like any other IRA of yours, so that payments made to you before you are age 59½ will be subject to the 10% additional income tax on early distributions (unless an exception applies) and required minimum distributions from your IRA do not have to start until after you are age 70½.
>
> If you treat the IRA as an inherited IRA, payments from the IRA will not be subject to the 10% additional income tax on early distributions. However, if the participant had started taking required minimum distributions, you will have to receive required minimum distributions from the inherited IRA. If the participant had not started taking required minimum distributions from the Plan, you will not have to start receiving required minimum distributions from the inherited IRA until the year the participant would have been age 70½.
>
> **If you are a surviving beneficiary other than a spouse**. If you receive a payment from the Plan because of the participant's death and you are a designated beneficiary other than a surviving spouse, the only rollover option you have is to do a direct rollover to an inherited IRA. Payments from the inherited IRA will not be subject to the 10% additional income tax on early distributions. You will have to receive required minimum distributions from the inherited IRA.

Payments under a qualified domestic relations order. If you are the spouse or former spouse of the participant who receives a payment from the Plan under a QDRO, you generally have the same options the participant would have (for example, you may roll over the payment to your own IRA or an eligible employer plan that will accept it). Payments under the QDRO will not be subject to the 10% additional income tax on early distributions.

If you are a nonresident alien

If you are a nonresident alien and you do not do a direct rollover to a U.S. IRA or U.S. employer plan, instead of withholding 20%, the Plan is generally required to withhold 30% of the payment for federal income taxes. If the amount withheld exceeds the amount of tax you owe (as may happen if you do a 60-day rollover), you may request an income tax refund by filing Form 1040NR and attaching your Form 1042-S. See Form W-8BEN for claiming that you are entitled to a reduced rate of withholding under an income tax treaty. For more information, see also IRS Publication 519, U.S. Tax Guide for Aliens, and IRS Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Other special rules

If a payment is one in a series of payments for less than 10 years, your choice whether to make a direct rollover will apply to all later payments in the series (unless you make a different choice for later payments).

If your payments for the year are less than $200, the Plan is not required to allow you to do a direct rollover and is not required to withhold for federal income taxes. However, you may do a 60-day rollover.

You may have special rollover rights if you recently served in the U.S. Armed Forces. For more information, see IRS Publication 3, Armed Forces' Tax Guide.

FOR MORE INFORMATION

You may wish to consult with the Plan Administrator or payor, or a professional tax advisor, before taking a payment from the Plan. Also, you can find more detailed information on the federal tax treatment of payments from employer plans in: IRS Publication 575, Pension and Annuity Income; IRS Publication 590, Individual Retirement Arrangements (IRAs); and IRS Publication 571, Tax-Sheltered Annuity Plans (403(b) Plans). These publications are available from a local IRS office, on the web at www.irs.gov, or by calling 1-800-TAX-FORM.

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SCANA Corporation Retirement Plan
Notice of Changes
November 1, 2013

Providing industry leading retirement benefits to our employees is important to SCANA Corporation. However, in order to remain competitive in an increasingly challenging marketplace, after careful consideration of the costs of the SCANA Corporation Retirement Plan (Retirement Plan) and the competitiveness of our retirement benefits in comparison to other companies, SCANA is closing the Retirement Plan to new hires (and rehired employees), effective December 31, 2013.

Who is affected by this change?

Employees first hired by SCANA on or after January 1, 2014 will not be eligible to participate in the Retirement Plan. In addition, if you stop working at SCANA (or are not working at SCANA as of the date of this notice) and are later rehired at any point after December 31, 2013, you will <u>not</u> be eligible to earn any future benefit accruals under the Retirement Plan for services performed and/or compensation earned after you are rehired. However, if you earned an accrued benefit under the Retirement Plan due to your prior employment by SCANA, you will keep your rights to your prior accrued benefit.

This change will <u>not</u> affect you if you are actively employed and participating in the Retirement Plan at the end of 2013 as long as you remain an eligible Retirement Plan participant.

Examples

Example #1: Employee A is first hired by SCANA on January 2, 2014. Employee A is <u>not</u> eligible to participate in the Retirement Plan.

Example #2: Employee B terminates employment on November 1, 2013 and is rehired by SCANA on December 1, 2014. Employee B is <u>not</u> eligible to earn any future benefit accruals under the Retirement Plan for services performed and/or compensation earned after he is rehired. However, if he earned an accrued benefit under the Retirement Plan due to his prior (pre-2014) employment by SCANA, he will keep his rights to his prior accrued benefit.

Example #3: Employee C was employed by SCANA for 10 years through his date of termination on November 1, 2014 and participated in the Retirement Plan during his employment. Employee C is rehired on December 1, 2015. Employee C is <u>not</u> eligible to earn any future benefit accruals under the Retirement Plan for services performed and/or compensation earned after he is rehired. However, if he earned an accrued benefit under the Retirement Plan due to his prior period of employment by SCANA (through November 1, 2014), he will keep his rights to his prior accrued benefit.

Example #4: Employee D, a participant in the Retirement Plan, is actively employed with SCANA on December 31, 2013. He remains employed and eligible to participate in the Retirement Plan through December 31, 2023. Employee D will continue to earn benefit accruals under the Retirement Plan for that 10-year period.

Example #5: Former employee E, who terminated employment on February 1, 2012, is a deferred vested participant in the Retirement Plan on December 31, 2013. Former employee E is rehired on December 1, 2014. Employee E is <u>not</u> eligible to earn any future benefit accruals under the Retirement Plan for services performed and/or compensation earned after he is rehired. However, he will keep his rights to his deferred vested benefit under the Retirement Plan due to his prior period of employment by SCANA (through February 1, 2012). Employee E may commence payment of his Retirement Plan benefit when he terminates employment or retires.

Example #6: Former employee F, who terminated employment on June 1, 2012, commenced receiving monthly payments of his accrued benefit under the Retirement Plan on October 1, 2012. Former employee F is rehired on October 1, 2014. Employee F is <u>not</u> eligible to earn any future benefit accruals under the Retirement Plan for services performed and/or compensation earned after he is rehired. Employee F will continue receiving his monthly benefit payment during his period of reemployment.

If you need additional information about the changes described herein, you may contact Tami Haselden at (803) 217-9465.

Additional Information

This notice is intended to meet the requirements of Section 204(h) of the Employee Retirement Income Security Act of 1974, as amended, and Section 4980F of the Internal Revenue Code of 1986, as amended, with respect to the Retirement Plan. If there is any inconsistency between this notice and the Retirement Plan document, as applicable, the Retirement Plan document, as applicable, will govern. SCANA reserves the right to amend, modify or terminate the Retirement Plan at any time. This notice is in no way intended to constitute a contract of employment.