FORM ADV 2A BROCHURE

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This brochure provides information about the qualifications and business practices of SCF Investment Advisors, Inc. ("SCFIA"). If you have any questions about the contents of this brochure, please contact us at 800.955.2517 or by email at compliance@scfinc.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission, or by any state securities authority.

Additional information about SCFIA is available on the SEC's website at www.advisorinfo.sec.gov

Although SCFIA refers to itself as a registered investment advisor this does not imply a certain level of skill or training.

ITEM 2 MATERIAL CHANGES

The Material Changes section of this brochure will be updated annually when material changes occur since the previous release of the Firm Brochure.

No material changes since last annual update

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ITEM 4 ADVISORY BUSINESS

A. SCF Investment Advisors, Inc. (“SCFIA”) was founded in 2003. SCF Holdings, Inc. is a 75% or greater stockholder; Randy L. Meadows is a 5% or less stockholder. Mark A. Townsend is a 5% or less stockholder.

B. SCFIA including, but not limited to, providing: financial planning and consulting services, asset servicing, and asset monitoring to participants.

SCFIA offers various types of advisory services including, but not limited to: advisory programs of third party asset management firms. The advisory services and programs include mutual fund asset allocation programs, advisory program, financial planning services, consulting services, investment research, wrap programs, and other customized advisory services.

Although Investment Advisor Representatives (“IARs”) reserve the right to exercise discretion, investment advice is provided, with the Client making the final decision on investment selection. IARs, and third party managers to whom Clients are referred, may place trades for Clients under a limited power of attorney and/or discretion. SCFIA does not act as a custodian of Client assets. The Client always maintains asset control.

Please be advised that all services provided by an IAR have an inherent fiduciary obligation to serve the Client’s best interest.

Financial planning and consulting services

Financial planning and consulting services allow IAR to prepare a financial plan or consulting services. IAR may furnish recommendations as to the allocation of Client’s present financial resources among different types of assets including investments, savings, and insurance to correlate with the Client’s financial planning objectives; and/or prepare a plan to assist the Client in defining personal financial planning goals and objectives in areas including but not limited to business planning, children’s education, retirement planning, disability protection, estate planning, tax planning, and investments, and to supply analyses and recommendations as to the actions and investment strategies necessary to pursue these goals and objectives.

The financial plan may include, but is not limited to: a net worth statement; a cash flow statement; a review of investment accounts, including reviewing asset allocation and providing repositioning recommendations; strategic tax planning; a review of retirement accounts and plans including recommendations; a review of insurance policies and recommendations for changes, if necessary; one or more retirement scenarios; estate planning review and recommendations; and education planning with funding recommendations. A financial plan is designed to help the Client with all aspects of financial planning without ongoing investment management after the financial plan is completed.

Detailed investment advice and specific recommendations are provided as part of a financial plan. Implementation of the recommendations is at the discretion of the Client.

Neither SCFIA nor its IARs provide legal or tax advice. Please consult with your appropriately-licensed attorney or tax professional. Since financial planning is a discovery process, situations occur wherein the Client is unaware of certain financial exposures or predicaments.

Asset servicing

Assets are invested in traded and/or non-traded securities and may also include: no-load or low-load mutual funds, exchange-traded funds, equities (stocks), corporate debt securities, commercial paper, certificates of deposit, municipal securities, investment company securities (variable life insurance, variable annuities, and mutual funds shares), U.S. government securities, alternative investments, options contracts and interests in partnerships. Investments may be purchased through its affiliated broker/dealer, fund companies, or qualified custodians.

Advisor will place trades through the qualified custodian. Qualified custodians utilized by the Advisor include National Financial Services (“NFS”), Pershing Advisor Solutions (“PAS”), TD Ameritrade Institutional (“TDAI”), Schwab Advisor Services (“Schwab”), and Fidelity Institutional Wealth Services (“IWS”). Qualified custodians may include insurance companies, mutual funds, or other financial institutions.

The qualified custodian(s) will maintain physical custody of all funds and securities of the Account, and Client will retain all rights of ownership (e.g., right to withdraw securities or cash, exercise or delegate proxy voting and receive transaction confirmations) of the Account. Client’s beneficial interest in a security does not represent an undivided interest in all the securities held by the qualified custodian(s), but rather represents a direct and beneficial interest in the securities which compose the Account. At least quarterly, Client will receive an account statement from the qualified custodian of the Account detailing transactions in the Account. Any checks drawn on Client’s account will be at Client’s instructions only. All transactions will be confirmed by receiving customary statements from Client’s custodian broker-dealer.

Clients may choose to have the IAR manage their assets in order to obtain ongoing in-depth financial advice and planning. Many aspects of the Client’s financial affairs are reviewed. Realistic and measurable goals are set and the objectives to pursue those goals are defined. As goals and objectives change over time, suggestions are made to the Client for acceptance and implementation on an ongoing basis.

The scope of work and fee for an Advisory Services Agreement is provided to the Client in writing prior to the start of the relationship. An Advisory Services Agreement may include but is not limited to cash flow management, insurance review, investment management, education planning, retirement planning, and estate planning, as well as the implementation of recommendations within each area.

Asset monitoring

Asset monitoring services allow IAR's to act as a solicitor to assist the Client in establishing one or more portfolio(s) with one or more third party money managers, for a percentage of the fee the Client will pay to the third party money / portfolio manager(s); and/or monitor the performance of any portfolio established for the Client by the IAR or any other portfolio as designated by Client. SCFIA, or its IAR, will never have direct access to the Client's investment capital. The qualified custodian(s) will maintain physical custody of all funds and securities in the Account, and Client will retain all rights of ownership of the Account. Client must promptly inform IAR in writing of any changes in the Client's investment objectives or circumstances.

Client with the guidance of the IAR will identify and match a Portfolio Manager to the personal and financial data provided by the Client. The final decision of the Portfolio Manager is made solely by the Client. The Portfolio Manager will invest the Account(s) on a discretionary basis. IAR will not make any recommendations or provide individualized investment advice regarding specific investments or have any authority to make investments in the Accounts(s). Sub-Advisor(s) designated in the Portfolio Manager's respective application and agreement may invest and reinvest, on a discretionary basis without contacting Client for prior approval, securities and/or cash that the Client may, from time to time, deposit in the Account(s), and to act for the Client in all matters necessary or incidental to such investments. The Client is responsible for contacting IAR if Client wishes to replace the Portfolio Manager and/or Sub-Advisor(s).

Clients may choose to have IAR monitor the investment and reinvestment of the assets in designated monitored accounts. Many aspects of the Client's financial affairs are reviewed. Realistic and measurable goals are set and objectives to pursue those goals are defined. As goals and objectives change over time, suggestions are made on an ongoing basis.

The scope of work and fee for an Asset Monitoring Agreement is provided to the Client in writing prior to the start of the relationship. An Asset monitoring services may include: 1) Acting as a solicitor to assist Clients in establishing one or more portfolio(s) with one or more third party money managers, for a percentage of the fee the Client will pay to the third party money / portfolio manager(s); and/or 2) Monitoring the performance of any portfolio established for the Client by the IAR or any other portfolio as designated by the Client.

The IAR provides asset monitoring services with respect to Turnkey Asset Management Program ("TAMP"). IAR may also provide asset monitoring services for variable annuity products, plans such as 401(k)s, 403(b)s, mutual funds, and accounts held at financial institutions with which SCFIA has no direct relationship. The IAR may monitor the investment(s) and reallocation of assets among sub-accounts offered by the insurance company that issues a variable annuity or among investment options in 401(k)s, 403(b)s, mutual funds and other plans or otherwise manages an account held at a custodian in accordance with a confidential Client profile, which includes the Client's investment objectives. Monitoring will be done on a non-discretionary basis.

TAMP organizations are used to primarily assist with investment management of Client assets.

C. SCFIA offers advisory services to its Clients in various programs through IARs. The IAR tailors advisory services to the individual needs of Clients. Clients may impose restrictions on investing in certain securities or types of securities. Restrictions may include various types of indices and/or specific bonds, stocks, funds, or alternative investments, etc. The goals and objectives for each Client are obtained by the IAR to assist in determining the appropriate program and are documented in our Client relationship management system. IARs are responsible for gathering necessary financial information from the Client and recommending a product or service offered by SCFIA, described herein.

D. Wrap fee programs offered by SCFIA and its IARs are described in its wrap fee program brochure (a wrap program is an advisory program in which advisory fees and execution fees are "bundled").

Accounts held in wrap fee programs are not necessarily managed in a manner significantly different than accounts managed by the same IAR outside of wrap accounts.

Wrap accounts are charged a single fee for combined advisory, brokerage, custody and processing services associated with the account. This single, combined fee is typically referred to as a "wrap fee". SCFIA, the IAR and the custodian each receive a portion of the wrap fee.

E. SCFIA manages approximately $1.175 billion in assets for approximately 7100 accounts, of which approximately $1.1 billion is managed on a discretionary basis, and $71 million is managed on a non-discretionary basis as of December 31, 2016.

ITEM 5 FEES AND COMPENSATION

Financial planning and consulting services

The fee for a financial plan or consulting services are predicated upon the facts known at the start of the engagement. The financial plan fee is set at the onset of the engagement, is negotiable and there is no fee schedule. The Client may elect to pay a negotiated hourly, flat rate or recurring fee on a monthly or quarterly basis. Recurring fees can be agreed upon for consulting services only. Payment in full is expected upon invoice presentation.

The negotiated fee may be made in portion upon execution of the Client agreement, upon delivery of the written financial plan, or a combination of up front and in arrears. Clients pay the financial planning fee by check made payable to SCFIA.

In the event that the Client's situation is substantially different than disclosed at the initial meeting, a revised fee will be provided upon mutual agreement. The Client must approve the change of scope in advance of the additional work being performed when a fee increase is necessary.

After delivery of a financial plan, future face-to-face meetings may be scheduled as necessary. Follow-on implementation work is billed separately at a rate which is negotiable.

Asset servicing

The IAR provides advice to Clients on managing their assets and may be provided as: 1) Advisory service fee schedule 2) Negotiated schedule of fees agreed upon by and between the Client and the IAR, which may be inclusive or exclusive of transaction charges or 3) Wrap program in that there is no charge for transaction(s) and the fee is inclusive of all advisory fees and transaction charges, (see wrap section for details).

Fund companies charge each fund shareholder an investment management fee that is disclosed in the fund prospectus. Brokerage firms may charge a transaction fee for the purchase or sale of some securities and will charge account service fees.

Account householding is permitted to obtain the next asset base for fee billing breakpoints. Membership in a household must be communicated to the IAR by the Client. Only spousal and dependent accounts qualify for householding.

If advisory service fee schedule is selected, the annual fee may be inclusive of advisory fees, ticket charges, assessed against assets under management, and ranges from 2.50% to 3.25%. Fees may be billed in advance or in arrears on a monthly or quarterly basis.

If a negotiated flat rate fee is agreed upon, fees may billed in advance or in arrears on a monthly or quarterly basis.

Advisory services may be available at different and/or lower fees; all fees are negotiable; default application will be tiered unless otherwise noted.

Payment in full is expected upon the terms of the agreement, and to facilitate billing, fees by default are automatically deducted from the account by the custodian. If insufficient cash is available to pay fees in full, IAR, at their discretion, may liquidate sufficient positions to cover any shortfalls. The Client must consent in advance to direct debiting of their investment account.

SCFIA will calculate the investment advisory fee at the beginning of each billing period by multiplying the Average Daily Balance ("ADB") of Client's Designated Assets during the previous billing period. The ADB is based upon an arithmetic average of daily closing account(s) values for each day in the billing period. In computing the value of the Designated Assets, SCFIA will rely upon the valuation data that is provided by the qualified custodian to SCFIA's third-party billing system provider.

For new accounts, the investment advisory fee for the first billing period will be pro-rated, beginning with the date in which the account is funded and/or transferred to SCFIA, and ending on the last day of the billing period. For new accounts billed in advance, the investment advisory fee will be calculated based on the inception value of the account, since there is no historical balance value with which to compute any average; the pro-rated investment advisory fee for new accounts billed in advance will be calculated after the end of the month in which the account is funded. The next regularly-recurring billing period (i.e. the first full month/quarter) will utilize the ADB methodology described in the previous paragraph. For new accounts billed in arrears, the first billing period will utilize the ADB methodology described above, and will be calculated at the end of the first month/quarter in which the account was opened.

The billing system will calculate a prorated advisory fee adjustment based on account contributions or withdrawals ("cash flows") of $10,000 or greater, for accounts billed in advance only. For example, a contribution will generate an additional advisory fee to be debited from the account, while a withdrawal will generate an advisory fee credit, or refund, to the account. Cash flow fee adjustments will not be calculated for accounts billed in arrears. The $10,000 threshold will be aggregated as the sum of all cash inflows/outflows that are posted in an account within the same day. SCF will rely on third party technology providers as the basis for aggregating cash flow transaction data in Client accounts. Qualifying cash flow fee adjustments will be calculated at the end of the completed billing period in which the cash flow transaction occurred, and may be labeled a "new money" fee and/or refund. For example, if a qualifying cash flow occurs in a month, then the fee adjustment for the cash flow will be calculated in conjunction with the following month advanced billing cycle if the account is billed monthly; if the account is billed quarterly, the fee adjustment for the cash flow would be billed in conjunction with the next quarter advanced billing cycle. SCFIA is not required to calculate cash flow fee adjustments in the middle of a billing cycle. If an account is partially or fully liquidated, but not formally closed at the custodian, then the liquidation may be treated as a cash flow adjustment rather than a closed account, which may also affect any advisory fee refund amount for an account. The calculation methodology for recurring monthly or quarterly fees (which computes based on average daily balance, as described previously) will not be affected.

Asset monitoring

Asset Monitoring fees may be charged on a fixed-dollar basis, a percentage-of-asset basis (tiered not more than 3.25% or flat rate), or as part of a solicitor defined fee schedule. These fees may be subject to negotiation depending upon a range of factors including, but not limited to, account size and overall range of services provided and geographical location.

If dollar based or percentage of asset based are billed via invoice, an invoice will be provided to the Client. Any changes to the fee structure will be per written agreement between Client and Firm. A Client may terminate the advisory contract before the termination date.

If a negotiated flat rate fee is agreed upon, fees may billed on a monthly, quarterly or one time basis.

If a negotiated percentage of asset based fee is agreed upon, fees may billed on a monthly or quarterly.

The Clients of third-party investment advisors pay advisory fees to those advisors who utilize Managed Portfolios through various Turnkey Asset Management Program ("TAMP") organizations. If SCFIA is not acting in a TAMP capacity, the TAMP organizations, in turn, pay the Firm monthly or quarterly fees equal to a percentage of the total net asset value that is invested on their platform in one of our strategies. These fees are negotiated separately between the Firm and each platform, and fees vary. Clients should review Form ADV 2A of the investment advisors who provide TAMP programs for information on the investment strategies used.

Asset Monitoring for accounts that are held away, additional fees may be imposed by the third party holding the assets.

Wrap program

The amount of the wrap fee charged to Clients will vary accordingly. The assets within a wrap program have a maximum wrap of 3.25% which includes wrap fee and execution/transaction fees (exclusive of underlying fund expenses). The IAR on the account is responsible for determining the rate to charge each Client based on factors such as total amount of assets involved in the relationship, type of program, any base rate charged for the selected advisory account program, and complexity and mix of the portfolio.

These costs and fees will generally be priced into the investments and include costs such as: (i) dealer markups, markdowns or spreads charged on transactions in over-the-counter securities; (ii) costs relating to trading in certain foreign securities; (iii) the internal charges and fees that may be imposed by any collective investment, such as mutual funds and closed-end funds, unit investment trusts, exchange-traded funds or real estate investment trusts (Such costs may include fund operating expenses, management fees, redemption fees, 12b-1 fees and other fees and expenses. Information regarding charges and fees assessed in such products may be found in the product prospectus or offering document.); (iv) charges imposed by certain broker-dealers or entities who may clear a particular trade; (v) the charge to carry tax lot information on transferred mutual funds or other investment vehicles, postage and handling charges, wire fees, returned check charges, transfer taxes; stock exchange fees or other fees mandated by law.

SCFIA reserves the right to pass on charges imposed by its custodian or other service providers to its Clients.

Fees may be billed in advance or in arrears on a monthly or quarterly basis.

If a negotiated flat rate fee is agreed upon, fees may billed in advance or in arrears on a monthly or quarterly basis.

Advisory services may be available at different and/or lower fees; all fees are negotiable; default application will be tiered unless otherwise noted.

Payment in full is expected upon the terms of the agreement, and to facilitate billing, fees by default are automatically deducted from the account by the custodian. If insufficient cash is available to pay fees in full, IAR, at their discretion, may liquidate sufficient positions to cover any shortfalls. The Client must consent in advance to direct debiting of their investment account.

SCFIA will calculate the investment advisory fee at the beginning of each billing period by multiplying the Average Daily Balance (“ADB”) of Client’s Designated Assets during the previous billing period. The ADB is based upon an arithmetic average of daily closing account(s) values for each day in the billing period. In computing the value of the Designated Assets, SCFIA will rely upon the valuation data that is provided by the qualified custodian to SCFIA’s third-party billing system provider.

For new accounts, the investment advisory fee for the first billing period will be pro-rated, beginning with the date in which the account is funded and/or transferred to SCFIA, and ending on the last day of the billing period. For new accounts billed in advance, the investment advisory fee will be calculated based on the inception value of the account, since there is no historical balance value with which to compute any average; the pro-rated investment advisory fee for new accounts billed in advance will be calculated after the end of the month in which the account is funded. The next regularly-recurring billing period (i.e. the first full month/quarter) will utilize the ADB methodology described in the previous paragraph. For new accounts billed in arrears, the first billing period will utilize the ADB methodology described above, and will be calculated at the end of the first month/quarter in which the account was opened.

The billing system will calculate a prorated advisory fee adjustment based on account contributions or withdrawals (“cash flows”) of $10,000 or greater, for accounts billed in advance only. For example, a contribution will generate an additional advisory fee to be debited from the account, while a withdrawal will generate an advisory fee credit, or refund, to the account. Cash flow fee adjustments will not be calculated for accounts billed in arrears. The $10,000 threshold will be aggregated as the sum of all cash inflows/outflows that are posted in an account within the same day. SCF will rely on third party technology providers as the basis for aggregating cash flow transaction data in Client accounts. Qualifying cash flow fee adjustments will be calculated at the end of the completed billing period in which the cash flow transaction occurred, and may be labeled a “new money” fee and/or refund. For example, if a qualifying cash flow occurs in a month, then the fee adjustment for the cash flow will be calculated in conjunction with the following month advanced billing cycle if the account is billed monthly; if the account is billed quarterly, the fee adjustment for the cash flow would be billed in conjunction with the next quarter advanced billing cycle. SCFIA is not required to calculate cash flow fee adjustments in the middle of a billing cycle. If an account is partially or fully liquidated, but not formally closed at the custodian, then the liquidation may be treated as a cash flow adjustment rather than a closed account, which may also affect any advisory fee refund amount for an account. The calculation methodology for recurring monthly or quarterly fees (which computes based on average daily balance, as described previously) will not be affected.

OTHER FEES

Custodians charge transaction fees on purchases or sales of certain securities such as but not limited to mutual funds, exchange traded funds and equities. These transaction charges are usually small and incidental to the purchase or sale of a security. The selection of the security is typically more important than the nominal fee that the custodian charges to buy or sell the security.

Client may incur certain charges imposed by third parties other than the Advisor in connection with investments made through the custodian including, but not limited to: sales loads, 12b-1 fees, and surrender charges. IRA and qualified retirement plan fees, and charges imposed by the qualified custodian(s) of the Account. Management fees charged by the Advisor are separate and distinct from the fees and expenses charged by investment company securities that may be recommended to Client. A description of these fees and expenses are available in each investment(s) prospectus.

Transaction charges are billed directly to IAR by the qualified custodian for the Account and IAR will not receive any portion of such fees. Qualified custodian charges will vary from custodian to custodian, and may be assessed directly to the Client. Some programs offered by the IAR are “wrap fee” accounts, meaning Client does not pay transaction charges associated with trade execution. In such programs, all transaction ticket fees charged by the qualified custodian for the Account will be included in the fee for asset management services charged by IAR. Client should thoroughly review and understand the nature and amount of fees and or ticket charges outlined in qualified custodian account documentation.

Mutual funds generally charge a management fee for their services as investment managers. The management fee is called an expense ratio. These fee are in addition to the stated standard or negotiated advisory fees.

The IAR on the account is responsible for determining the rate to charge each Client based on factors such as total amount of assets involved in the relationship, type of program, any base rate charged for the selected advisory account program, and complexity and mix of the portfolio.

SCFIA may waive its minimum fee and/or charge a lesser investment advisory fee based upon certain criteria requested by the IAR (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with Clients, etc.).

Advisory accounts billed by SCFIA will be charged an account Administrative Fee of $50 per year charged on a quarterly basis for the utilization of SCFIA's technology platform. The debit on Client's next monthly account statement is Client's notification of the exact amount that was debited. The IAR may absorb this fee at his or her discretion. This service fee is in addition to the stated standard or negotiated advisory fees.

Financial planning agreements that are billed on a recurring basis will be billed by SCFIA an account Administrative Fee of $30 per year charged on a quarterly basis for the utilization of SCFIA's technology platform.

TERMINATION OF AGREEMENT(s)

The selected Agreement(s) remain in effect from the date the Agreement(s) is signed until canceled by either party upon ten (10) business day's written notice to the other and/or written notice of Client's death or legal incompetence. Upon receipt of such notice, the Agreement(s) will be terminated and the pro rata share of the fee will be refunded if billed in advance (pre-paid), or debited if billed in arrears. If account is closed or transferred before the final fee can be billed, then SCIFA may invoice Client directly to collect any unpaid fees.

IAR reserves the right to stop work on any account that is past due. In addition, IAR reserves the right to terminate any financial planning and consulting engagement where a Client has willfully concealed or has refused to provide pertinent information about financial situations when necessary and appropriate, in IAR's judgment, to providing proper financial advice. Any unused portion of fees collected in advance will be refunded.

Advisory Servicing agreement may be terminated by the Client, custodian or IAR by written notice to the other party. At termination, fees will be billed on a pro rata basis for the portion of the billing period completed. The prorated fee computation will be based on the calculation methodology chosen by the Client, and will be adjusted for the number of days during the billing period up to the date of termination.

Asset Monitoring agreement may be terminated by the Client, TAMP or IAR by written notice to the other party. At termination, fees will be billed on a pro rata basis for the portion of the billing period completed. The prorated fee computation will be based on the calculation methodology chosen by the Client, and will be adjusted for the number of days during the billing period up to the date of termination.

Wrap fee program may be terminated by the Client, custodian or IAR by written notice to the other party. At termination, fees will be billed on a pro rata basis for the portion of the billing period completed. The prorated fee computation will be based on the calculation methodology chosen by the Client, and will be adjusted for the number of days during the billing period up to the date of termination.

ITEM 6 PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

SCFIA does not participate in performance-based fees and side-by-side management.

ITEM 7 TYPES OF CLIENTS

SCFIA generally provides investment advice to individuals, pension and profit sharing plans, trusts, estates, charitable organizations and corporations or business entities. Client relationships vary in scope and length of service.

SCFIA minimum account size is $10,000.00. SCFIA has the discretion to waive the account minimum. Accounts of less than $10,000.00 may be set up when the Client and the IAR anticipate the Client will add additional funds to the accounts bringing the total to $10,000.00 within a reasonable time. Other exceptions will apply to lower valued accounts householded with existing accounts and to employees of SCFIA and their relatives.

ITEM 8 METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

A. The IAR has access to various research reports and model portfolios to which he or she may refer in determining investment advice IAR provides to Clients. The IAR chooses his or her own research methods, investment style and management philosophy. Security analysis methods may include charting, fundamental analysis, technical analysis, and cyclical analysis. Sources of information may also include financial newspapers and magazines, inspections of corporate activities, research materials prepared by others, corporate rating services, timing services, annual reports, prospectuses, filings with the Securities and Exchange Commission, and company press releases. It is important to note that no methodology or investment strategy is guaranteed to be successful or profitable and that there is a risk of loss.

B. The investment strategy for a specific Client is based upon the objectives stated by the Client during consultations. The Client may change these objectives at any time. Strategies may include long-term purchases, short-term purchases, trading, short sales, margin transactions, and option writing including covered options.

An IAR may use the above methods of analysis and investment strategies to design a Client portfolio to satisfy the following:

Investment objectives:

- Preservation of Capital: An investment strategy where the primary goal is to preserve capital and prevent loss in a portfolio. Preservation of capital is a priority for retirees and those approaching retirement, since they may be relying on their investments to generate income to cover their living expenses, and have limited time to recoup losses if markets experience a downdraft. This strategy would necessitate investment in the safest short-term instruments, such as Treasury bills and certificates of deposit.
- Income: Seeks regular and consistent returns on investment in the form of interest and dividend payments. Little consideration is given to capital appreciation.
- Growth: A diversified portfolio of stocks that has capital appreciation as its primary goal, with little or no dividend payouts but usually at above-average risk. Portfolio companies would mainly consist of companies with above-average growth in earnings that reinvest their earnings into expansion, acquisitions, and/or research and development.
- Aggressive Growth: A mutual fund that attempts to achieve the highest capital gains. Investments held in these funds are companies that demonstrate high growth potential, usually accompanied by a lot of share price volatility and commensurate risk.
- Speculation: The act of trading in an asset, or conducting a financial transaction, that has a significant risk of losing most or all of the initial outlay, in expectation of a substantial gain. With speculation, the risk of loss is more than offset by the possibility of a huge gain; otherwise, there would be very little motivation to speculate.

Risk Tolerance:

- Conservative: Seeks to preserve an investment portfolio's value by investing in lower risk securities such as fixed-income and money market securities
- Moderate Conservative: Seeks an investment objective of current income with a secondary focus on capital appreciation. Allocation may be invested in equity securities, bonds, and money market instruments.
- Balanced: Seeks a mixture of safety, income and modest capital appreciation by investing in a relatively fixed mix of stocks and bonds that reflects either a moderate, or higher equity, component, or conservative, or higher fixed-income, component orientation.
- Growth: Seeks growth by investing in a diversified portfolio of stocks that have a better than average capital appreciation potential and above-average growth that reinvest their earnings into expansion, acquisitions and/or research and development with little or no dividend payouts.
- Aggressive: Seeks to achieve the highest capital gains. Investments held in these funds are companies that demonstrate high growth potential, usually accompanied by a lot of share price volatility. These funds are only for non-risk-averse investors willing to accept a high risk-return trade-off.

C. Each IAR’s approach to investment management is unique to that IAR, it is not possible to specify the types of risk of each IAR’s investment management approach. If a recommendation of a primary or particular security is made and/or certain types of securities involve usual, significant or unusual risks. The following risks are:

Interest-rate Risk: Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.

Market Risk: The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security’s particular underlying circumstances. For example, political, economic and social conditions may trigger market events.

Inflation Risk: When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.

Currency Risk: Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment’s originating country. This is also referred to as exchange rate risk.

Reinvestment Risk: This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.

Business Risk: These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.

Political Risk: The risk that a major change in the political or economic environment of a country may devalue investments made in that country. This risk is typically related to foreign emerging or developing countries that do not have stable or political environments.

Liquidity Risk: Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.

Financial Risk: Excessive borrowing to finance a business’ operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

All investments in mutual funds, exchange traded funds, stocks, bonds, options, and other securities including the use of margin entail risk, including the loss of the initial investment. Some investment decisions made by your IAR may result in profits and others in losses. SCFIA and your IAR do not and cannot guarantee that your investment objectives will be realized.

The aforementioned risks also apply to TAMPs. However, please be advised to review the TAMP account opening documentation for any specific risks associated with a particular TAMP.

ITEM 9 DISCIPLINARY INFORMATION

SCFIA and its management have not been involved in legal or disciplinary events related to past or present advisory Clients. SCFIA or IAR information is available on the SEC's website at www.advisorinfo.sec.gov or www.finra.org/brokercheck.

ITEM 10 OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

A. SCFIA is affiliated with SCF Securities, Inc. ("SCFS"), a registered securities broker-dealer and SCF Marketing, Inc. ("SCFM"), an insurance agency. Clients may wish to purchase securities and/or insurance products through the affiliated firms. However, no advisory Client is in any way obligated to purchase any recommended products or to purchase them through the affiliated firms.

B. Neither SCFIA nor any management persons are registered or have an application pending to register as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

C. SCFIA is under common ownership with SCFS and SCFM. IAR may refer Clients to SCFS and SCFM and earn commissions. Advisory Clients should be aware that there always exists a potential conflict of interests in which the same person or related firms will receive compensation both for recommending certain products and also for effecting transactions in those recommended products. We have a compliance program in place that is intended to identify, mitigate and, in some instances, prevent actual and potential conflicts of interest, ensure compliance with legal and regulatory requirements and ensure compliance with Client investment guidelines and restrictions. Our compliance program includes written policies and procedures we believe to be reasonably designed to prevent violations of applicable law and regulations.

D. IAR's may act as a solicitor for various TAMPs to employ their investment management services. In these scenarios, the IAR will receive solicitor compensation from the TAMP when assets are placed in their management. Solicitor compensation varies from one TAMP to another based on the services being provided. Since solicitor compensation varies, this may present a conflict of interest. Please be advised that IARs have an inherent fiduciary obligation to serve the Client's best interest. The amount of such compensation may be more than what the IAR would be paid if the Client participated in different advisory programs or paid separately for investment advice, brokerage, and other services. To the extent this occurs there may be a financial incentive to recommend the wrap fee program over other programs or services.

ITEM 11 CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

A. SCFIA expects its employees and IARs to maintain high standards of ethical and business conduct. SCFIA is dedicated to supporting an ethical culture. Because of the high importance that SCFIA places on ethical conduct, SCFIA has adopted a Code of Ethics that all IARs and other supervised persons of SCFIA are expected to adhere to. This Code of Ethics reflects SCFIA and its IARs' fiduciary obligations and requires, among other things, compliance with applicable federal and other securities laws. SCFIAs' Code of Ethics also establishes standards for its IARs' personal securities transactions and prohibits the use of material non-public information. A copy of SCFIAs' complete Code of Ethics may be obtained from your IAR.

B. SCFIA does not act as a principal in any fee-based account for which it is also an investment advisor. SCFIA is not a market maker in any security, nor does SCFIA carry positions in securities for resale. SCFIA does not hold any customer funds or securities.

C. SCFIA or IARs may invest in securities identical to those recommended to customers for their personal accounts but may do so only after trades have been placed for Clients. In addition, any related person(s) may have a pre-existing interest or position in securities that may be recommended to a Client. It is the expressed policy of SCFIA that IARs and other associated persons may not purchase or sell any security for their own account immediately prior to a transaction being implemented in the same or related security for an advisory account.

D. SCFIA or IARs may buy or sell securities identical to those recommended to customers for their personal accounts but may do so only after trades have been placed for Clients. In addition, any related person(s) may have a pre-existing interest or position in securities that may be recommended to a Client. It is the expressed policy of SCFIA that IARs and other associated persons may not purchase or sell any security for their own account immediately prior to a transaction being implemented in the same or related security for an advisory account.

ITEM 12 BROKERAGE PRACTICES

A. IARs custodian recommendations are made to Clients based on their need for such services. SCFIA and IARs do not require the use of any particular broker/dealer to serve as qualified custodian. SCFIA's services are considered "open architecture". An IAR has a fiduciary duty to seek "best execution" for Client securities transactions if it is in a position to direct brokerage transactions. To fulfill this duty, advisors must seek to execute securities transactions for Clients in such a manner that the Client's total cost or proceeds in each transaction is the most favorable under the circumstances. IARs should periodically and systematically evaluate whether brokers are providing best execution for Clients in light of available alternatives. When conducting a best execution analysis, advisors should consider each relevant broker's commission rate, execution capability, available research, financial responsibility, responsiveness and value added tools.

1. SCFIA does not receive research or other products or services other than execution from a broker-dealer in connection with Client securities transactions ("soft dollar benefits"). SCFIA does not consider, in selecting or recommending broker-dealers, whether SCFIA or a related person of SCFIA receives Client referrals from a broker-dealer or third party.

Product sponsors (such as: mutual fund companies; insurance companies and direct investment companies, etc.) and custodians which are recommended to Clients may provide various types of support to SCFIA and its IARs. Such support includes, but is not limited to: research, educational information, financial support for due diligence meetings and Client events. The receipt of this type of support may present a conflict of interest. Please be advised that IARs have an inherent fiduciary obligation to serve the Client's best interest.

2. SCFIA, IARs or related persons do not receive Client referrals when selecting or recommending a broker-dealer or third party.

3. SCFIA does not recommend, request, require or permit that a Client direct SCFIA to execute transactions through a specific broker-dealer.

B. Because our IARs generally manage your account(s) independently of other account(s) based on each Client's specific needs and objectives, transactions for Client accounts are often executed independently. IARs may aggregate transactions in equity and fixed income securities for a Client with other Clients to improve the quality of execution. When transactions are so aggregated, the actual prices applicable to the aggregated transactions will be averaged, and the Client account will be deemed to have purchased or sold its proportionate share of the securities involved at the average price obtained. For partially filled orders, the IAR generally will allocate trades pro-rata or on a random basis to treat Clients fairly and not favor one Client over another. IARs may determine not to aggregate transactions, for example, based on the size of the trades, the number of Client accounts, the timing of the trades, the liquidity of the securities and the discretionary or non-discretionary nature of the trades. If IARs do not aggregate orders, some Clients purchasing securities around the same time may receive a less favorable price than other Clients. This means that this practice of not aggregating may cost Clients more money. Please ask your IAR if you would like more information on the IAR's practices in this respect.

ITEM 13 REVIEW OF ACCOUNTS

A. Financial planning agreements terminate upon delivery of the plan. However, Clients are encouraged to update their financial plans annually with their IAR. Such annual reviews are conducted at the election of the Client and a new agreement for services between SCFIA, the Client and the IAR will be required. The review may consist of a new personal financial plan if the Client's circumstances and/or goals have changed (updated financial plan). Alternatively, the review may be a comparison of the Client's current assets and goals as stated in the personal financial plan (progress report). SCFIA compliance department supervisors review all submitted financial plans for completeness and accuracy based on the specific planning needs of the Client. If Client engages in an ongoing consulting services agreement with an IAR, periodic reviews of the services being provided will be conducted.

For advisory services, IARs review Client accounts on an ongoing basis to provide management services. IARs review monthly or quarterly accounts statements provided by the custodian. In addition, SCFIA reviews accounts using risk based criteria such as performance, trading activity, and concentration. SCFIA compliance department supervisors review accounts on at least a quarterly basis.

For asset monitoring services, IARs review the TAMP on an ongoing basis and meet with Clients to review such items as account statements, quarterly performance reports, and other information or data related to the Client's account and investment objective. The TAMP sponsor or custodian of the TAMP account assets send Clients regular written reports and statements regarding the account. Asset Monitoring for accounts that are held away the IAR will review on an ongoing basis and meet with Clients to review such items as account statements, quarterly performance reports, and other information or data related to the Client's account and investment objective.

For wrap fee programs, IARs review Client accounts on an ongoing basis to provide management services. IARs review monthly or quarterly accounts statements provided by the custodian. In addition, SCFIA reviews accounts using risk based criteria such as performance, trading activity, and concentration. SCFIA compliance department supervisors review accounts on at least a quarterly basis.

B. SCFIA or IAR may review Client account on other than a periodic basis due to factors such as material market, economic or political events, changes in financial or personal situation, performance of the account in general or Client inquiry. Additionally compliance department supervisors may periodically review accounts to identify situations that may call for a more detailed review or specific action to be taken on the account.

C. Custodian and/or TAMP written account reports and statements include, but not limited to, performance, transactions, balances and any other content that the custodian and/or TAMP constitute as relevant to the account. These written account reports and statements are provided monthly and/or at least quarterly to Client.

ITEM 14 CLIENT REFERRALS AND OTHER COMPENSATION

A. SCFIA and its IARs receive an economical benefit via additional compensation from product sponsors. However, such compensation may not be tied to the sales of any products. Compensation includes such items as gifts valued at less than $100 annually, an occasional dinner or ticket to a sporting event, or reimbursement in connection with educational meetings with IAR, client workshops or events, marketing events or advertising initiatives, including services for identifying prospective clients. Product sponsors also pay for, or reimburse SCFIA for the costs associated with, education or training events that are attended by SCFIA employees and IARs and for SCFIA-sponsored conferences and events. Therefore, a conflict of interest to refer Clients to those product sponsors could exist.

B. SCFIA does not directly or indirectly compensate any person who is not a supervised person for Client referrals.

ITEM 15 CUSTODY

SCFIA does not have any arrangements whereby it accepts or undertakes custody of your funds or securities.

ITEM 16 INVESTMENT DISCRETION

SCFIA and its IARs accept discretionary authority to manage securities accounts on behalf of Clients. SCFIA and IAR have the authority to determine, without obtaining specific Client consent, the type of securities and/or amount to be bought or sold. Discretionary trading authority facilitates placing trades in Client accounts on Client's behalf so the IAR may promptly implement the investment policy the Client has approved in writing. Full discretion is accepted upon selecting discretion on the designated agreement.

ITEM 17 VOTING CLIENT SECURITIES

SCFIA and IARs do not and cannot be directed by Clients to vote proxies on securities. Clients are expected to vote their own proxies. SCFIA and IARs do not provide proxies to Clients, Clients will receive them directly from the custodian and/or transfer agent. SCFIA and IARs do not provide guidance on proxy voting.

ITEM 18 FINANCIAL INFORMATION

A. A balance sheet is not required to be provided because SCFIA does not serve as a custodian for Client funds or securities, and does not require prepayment of fees of more than $1,200 per Client, six months or more in advance.

B. SCFIA and IAR have discretionary authority but a balance sheet is not required to be provided because SCFIA does not serve as a custodian for Client funds or securities, and does not require prepayment of fees of more than $1,200 per Client, six months or more in advance.

C. SCFIA has not been subject to a bankruptcy petition at any time in the past ten years.

ITEM 19 REQUIREMENTS FOR STATE-REGISTERED ADVISORS

SCFIA is SEC registered and not a state-registered advisor.