FORM ADV 2A BROCHURE

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SCF Investment Advisors, Inc.

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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. 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. We encourage you to read this document in its entirety.

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 purpose of this section is to inform you of material changes to our brochure. The following are material changes that have been made to our Brochure since our last annual update, dated March 27, 2017:

1. SCFIA does not sponsor any wrap fee program.
2. SCFIA has eliminated its default advisory fee schedule. All fees are negotiated.
3. SCFIA has custody of client assets based on recent SEC guidance, however, SCFIA does not physically hold client assets. A Qualified Custodian selected by the client will hold client assets.

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ITEM 4 ADVISORY BUSINESS

A. SCF Investment Advisors, Inc. ("SCFIA") is a privately-owned corporation headquartered in Fresno, California. SCFIA is registered as an investment advisor with the U.S. Securities and Exchange Commission. 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 offers various types of services including, but not limited to, providing: financial planning and consulting services, advisory services, and asset monitoring services. A description of the types of services offered are outlined below.

Investment Adviser Representatives ("IARs") offer services individually to clients. Each client will work directly with an IAR. The IAR will assist the client in selecting the service appropriate for the client's personal situation.

IARs may have their own legal business entities whose trade names and logos are used for marketing purposes, and may appear on marketing materials or client statements. Clients should understand that the businesses are legal entities of the IAR. SCFIA and the IAR's business entities are independently owned and operated. The IARs are under the supervision of SCFIA, and the advisory services of the IAR are provided through SCFIA. SCFIA has the arrangement described above with the following Advisor Representatives:

1. Creative Financial Strategies, LLC
2. Dailey Wealth Management
3. Gateway Financial Group
4. Mt. Juliet Advisors, LLC
5. Old Bridge Wealth, Inc
6. Redfish Capital Management
7. Strategic Wealth Advisors Group Srv, Inc.

Please be advised that each IAR has an inherent fiduciary obligation to serve in the Client's best interest with respect to the financial advice and services rendered.

Financial Planning and Consulting Services

Financial planning and consulting services allow IARs to furnish recommendations as to the allocation of Client's present financial resources among different types of assets to correlate with the Client's financial planning objectives; and/or prepare a plan and/or provide consulting services.

Financial planning may include, but is not limited to, furnishing recommendations as to the allocation of present financial resources among different types of assets including investments, savings, and insurance with a view toward better correlating the assets with the Client's financial planning objectives. If Client engages IAR for financial planning services, IAR will prepare a financial plan to assist the Client in defining personal financial planning goals and objectives that may encompass areas of business and personal financial planning, education planning, retirement planning, disability protection, estate planning, tax planning, charitable giving, and investments, and to supply analyses and recommendations as to the actions and investment strategies necessary to pursue these goals and objectives. Detailed investment advice and specific recommendations are provided as part of a financial plan. Implementation of any recommendations is at the discretion of the Client. The Client is under no obligation to execute any investment transactions through the IAR or SCFIA.

The value and usefulness of the financial planning services will be dependent upon the information that the Client produces, the Client's active participation in the formulation of financial planning objectives, and the implementation of the plan to attain those objectives.

Consulting services may include, but are not limited to, the IAR assisting the Client with ongoing advice regarding the management of their financial resources based upon an analysis of client's current situation, goals, and objectives. Areas of consulting include but are not limited to retirement planning, education planning, business planning, charitable giving, cash flow/budget analysis, divorce planning, life insurance review, disability insurance review, investment planning, estate planning, debt management, long term care insurance review, and asset monitoring services. Investment advice and recommendations may be implemented at the discretion of the Client.

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

Advisory Services

An Advisory Services Agreement allows the Client to engage the IAR to act as their investment advisor to perform portfolio management and investment advisory services for the account covered by the agreement. In providing portfolio management and investment advisory services, IAR will rely on personal financial and investment profile information while rendering services. Client agrees to promptly notify IAR if/when this information changes. The scope of work and fee for portfolio management and investment advisory services is provided to the Client in writing prior to the start of the relationship.

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.

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, mutual funds shares), U.S. government securities, alternative investments, options contracts and interests in partnerships. Investments may be purchased through SCFIA's affiliated broker/dealer, fund companies, or qualified custodians.

IAR will place trades through the qualified custodian. Qualified custodians utilized by the IAR 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. (See Item 15 Custody below) 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 client's 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.

Asset Monitoring

The IAR provides asset monitoring services with respect to Turnkey Asset Management Program ("TAMP"). TAMPs are used to primarily assist with investment management of Client assets.

Asset monitoring services allow IAR 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 Portfolio Manager selection 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).

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. SCFIA does not sponsor any Wrap Fee Program.

E. SCFIA manages approximately $1.009 billion in assets for approximately 5002 accounts, of which approximately $930 million is managed on a discretionary basis, and $79 million is managed on a non-discretionary basis. In addition, SCFIA also provides continuous and regular asset monitoring services for approximately $608 million in assets for approximately 5063 accounts through Turnkey Asset Management Programs ("TAMP") or Separately Managed Accounts ("SMA"). These assets were calculated as of December 31, 2017.

ITEM 5 FEES AND COMPENSATION

Financial Planning and Consulting Services

The financial plan fee is set at the onset of the engagement on a negotiated basis. There is no default fee schedule. The Client may elect to pay a negotiated hourly or fixed rate. Payment in full is expected upon invoice presentation. If 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(s) in the scope of services that will be provided, in advance of the additional work being performed when a fee change 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.

The consulting services fee is set at the onset of the engagement on a negotiated basis. There is no default fee schedule. The Client may elect to pay a negotiated hourly, fixed 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.

However, the Client may elect to pay a portion of the negotiated fee upon execution of the client agreement and/or upon delivery of the written financial plan, or a combination of first payment or subsequent payment(s).

Clients that pay fees by check should make it payable to SCF Investment Advisors, Inc.

Advisory Services

Investment advisory and portfolio management fees are set at the onset of engagement. Fees are negotiated, and agreed to, on a schedule, which may be inclusive or exclusive of various transaction charges and other miscellaneous fees. There is no default fee schedule.

Investment advisory and portfolio management fees are deducted from Client's assets/ account balance.

Fees can be negotiated on a fixed or variable basis, and may billed in advance or in arrears, on a monthly or quarterly basis, as negotiated by IAR and Client.

Any changes to the fee structure will be per written agreement between Client and IAR. Client may terminate the agreement upon ten (10) day written notice.

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.

Investment advisory and portfolio management fees may be available at different and/or lower fees; all fees are negotiable.

If portfolio management is being provided by a third-party Portfolio Manager, please refer to the Portfolio Manager's documentation for their management fees, custodial fees, and any other additional disclosures.

SCFIA may also collect fees for third parties or certain technologies, such as Online Account Platforms, and pay those fees through invoice to the third party. Please refer to the third party's documentation for further information on fees that may be collected by SCFIA, and any other additional disclosures.

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 consents in advance to direct debiting of their investment account through execution of the Advisory Services Agreement.

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 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 paid to IAR may be charged as part of a negotiated fee. These fees may be subject to negotiation depending upon a range of factors including, but not limited to, account size, overall range of services provided, and geographical location.

Asset monitoring fees are set at the onset of the engagement, are negotiable, and are deducted from Client's assets. SCFIA has no default fee schedule. TAMP will deduct fees from Client accounts based on a solicitor defined fee schedule.

Any changes to the fee structure will be per written agreement. Client may terminate the agreement upon ten (10) day written notice.

Fees may be collected either monthly or quarterly. Fees will be collected by the third-party portfolio manager who will distribute the negotiated fees above to SCFIA. Please refer to documentation completed for selected Portfolio Manager for their fees, custodian fee, and any other additional disclosures.

SCFIA may also collect fees for third parties or certain technologies, such as Online Account Platforms, and pay those fees through invoice to the third party. Please refer to the third party's documentation for further information on fees that may be collected by SCFIA, and any other additional disclosures.

Additional fees may be imposed by the third party holding Client's assets for accounts that are held away from SCFIA.

Clients who utilize Managed Portfolios through various Turnkey Asset Management Programs ("TAMP") of third-party investment advisors pay advisory fees to those advisors. Third-party investment advisors, in turn, pay SCFIA monthly or quarterly fees equal to a percentage of the total net asset value that is invested on their platform in one of their strategies. These fees are negotiated separately between SCFIA and each platform, and fees vary. Clients should review Form ADV 2A of the third -party investment advisors who provide TAMP programs for information on the investment strategies used.

SCFIA will calculate the asset monitoring fees 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 asset monitoring 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 asset monitoring 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 IAR 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 IAR 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. Client should thoroughly review and understand the nature and amount of fees and or ticket charges outlined in qualified custodian's account documentation.

Mutual funds generally charge a management fee for their services as investment managers. The management fee is called an expense ratio. These fees 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

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.

Either party, or its authorized representative, may terminate this Agreement upon 10 day written notice to the other party. SCFIA reserves the right to refuse to accept or renew this Agreement and may terminate it at any time in its sole discretion and for any reason. IAR reserves the right to stop work on any account that is past due.

The agreement will not automatically terminate in the event that SCFIA or its IAR receive written notice of Client's disability or legal incompetence. SCFIA and its IAR shall be entitled to rely, and shall rely, upon this agreement to provide the authority to continue to provide portfolio management and investment advisory services through an authorized individual to act on the Client's behalf.

In the event that SCFIA or its IAR receive written notice of Client's death, or all of Client's authorized representatives in the case of an Entity Client, this Agreement will be terminated immediately, and the account will be frozen.

Upon termination of this agreement for any reason, including those listed above, the pro rata share of any pre-paid fees will be refunded if billed in advance, or debited if billed in arrears. If account is closed or transferred before the final fee can be billed, then SCIFIA may invoice Client directly or debit from the newly established account to collect any unpaid fees.

SCFIA and IAR reserve 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 providing 10 day 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 providing 10 day 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.

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.

Clients who utilize TAMP relationships and/ or third-party investment advisors should review each manager's Form ADV disclosure regarding minimum account size and other requirements.

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 IAR may refer in determining investment advice provided to Clients. The IAR chooses his or her own research methods, investment style and management philosophy. Security analysis methods may include among other things, 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 that clients should be prepared to bear, including loss of principal.

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, speculation, margin transactions, and options transaction (only long, and short-covered positions are permitted).

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: Seeks to maintain principal, with a primary interest in investments that have a low risk of loss of principal.
- Income: Seeks to generate income from investments, with an interest in investments that have a history of income payments to investors, and a low risk of loss of principal.
- Growth: Seeks to grow principal over time. Willing to invest in securities with moderate historical loss of principal.
- Aggressive Growth: Seeks to grow principal over time. Willing to invest in securities with moderate to above- average historical risk of loss of principal.
- Speculation: Seeks a significant increase in principal. Willing to accept a correspondingly greater degree of risk by investing in securities with high historical risk of loss of principal, including complete loss of principal.

Risk Tolerance:

- Conservative: Values protecting principal over seeking appreciation. Comfortable accepting lower returns for a higher degree of liquidity and/or stability. Attempts to minimize risk and loss of principal.
- Moderate Conservative: Values principal protection, but is comfortable accepting a small degree of risk and volatility to seek some degree of appreciation. Desires greater liquidity, and is willing to accept lower returns and minimal loss.
- Balanced: Values reducing risks and enhancing returns equally. Willing to accept modest risks to seek higher long-term returns. Willing to endure short-term loss of principal and lower degree of liquidity in exchange for potential long-term appreciation.
- Growth: Values higher long-term returns and is willing to accept considerable/ significant risk. Believes that higher long-term returns are more important than protecting principal. Willing to endure large losses in favor of potentially higher long-term returns. Liquidity may not be a concern.
- Aggressive: Values maximizing returns and is willing to accept substantial risk, up to and including complete loss of principal. Willing to endure extensive volatility and significant losses in pursuit of long-term appreciation. Liquidity is generally not a concern.

Investing involves risk, including possible loss of principal. No strategy assures success or protects against loss. There is no guarantee that a diversified portfolio will enhance overall returns or outperform a non-diversified portfolio. Diversification does not protect against market risk. Asset Allocation does not ensure a profit or protect against loss. Past performance is no guarantee of future results. Frequent trading can impact investment performance and involve additional transaction costs and taxes. It is suggested that specific tax issues are discussed with a qualified advisor.

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

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. Risks may include, but are not limited to:

a) **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.

b) **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.

c) **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.

d) **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.

e) **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.

f) **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.

g) **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.

h) **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, involve potential loss of principal. 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. SCFS may receive compensation for the following SCFIA custodian fees, including but not limited to, interest, trailing fees, transaction charges, and account service fees. 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 upon request by Clients or prospective Clients.

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.

E. SCFIA, its IARs, or its affiliates receive, whether direct or indirect, commissions such as 12b-1 fees, incentives, gifts or other compensation which may be received in conjunction with the implementation of any investment advice given. Disclosure is required for such compensation received by SCFIA, its IAR's, control persons or affiliates, related to client purchases and the payment of referral fees.

A conflict of interest arises when an adviser receives compensation in the form of 12b-1 fees, either directly or indirectly, through an affiliated broker-dealer for selecting a more expensive mutual fund share class for a client when a less expensive share class for the same fund is available and appropriate. Receipt of 12b-1 fees may incentivize investment decisions considering the receipt of 12b-1 fees by selecting more expensive 12b-1 shares when a lower-cost share class was available for the same fund.

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, IARs 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, IARs should consider each relevant broker's commission rate, execution capability, available research, financial responsibility, responsiveness and value added tools.

SCFIA does not maintain custody of managed assets, although SCFIA may be deemed to have custody of Client assets if given written authority to withdraw assets from accounts (see item 15 Custody, below). Client assets must be maintained in an account at a "qualified custodian", generally a broker-dealer.

Qualified custodians utilized by the IAR 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.

SCFIA is independently owned and operated, and neither SCFIA, SCFS, nor SCFM are affiliated with any of the above Qualified custodians.

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.

Qualified custodian will hold Client assets in a brokerage account and buy and sell securities when IAR or Client instruct them to. While IAR recommends that you use a qualified custodian to custody assets, Client will decide whether to do so and open an account with that Qualified custodian by entering into an account agreement directly with them. SCFIA and IAR do not open the account for Client. If Client does not wish to place assets with the recommended Qualified custodian then IAR cannot manage the account.

Even though Client account is maintained at a Qualified Custodian, SCFIA and IAR can still use other brokers to execute trades for Client account.

Client accounts maintained at a Qualified custodian will be charged additional fees from that custodian. Qualified custodians are compensated by charging Clients commissions or other fees on trades that it executes or that settling into Client accounts. For some accounts, the Qualified custodian may charge Client a percentage of the dollar amount of assets in the account in lieu of commissions. The commission rates and asset-based fees applicable to Client accounts are typically negotiated based on Client commitment to maintain a certain level of assets with that Qualified custodian. This commitment benefits Client because the overall commission rates and asset-based fees Client will pay are lower than they would be if SCFIA or IAR had not made the commitment.

In addition to commissions or asset-based fees, the Qualified custodian charges Client a flat dollar amount as a "prime broker" or "trade away" fee for each trade that SCFIA or IAR have executed by a different broker-dealer but where the securities bought or the funds from the securities sold are deposited (settled) into Client account. These fees are in addition to the commissions or other compensation Client pays the executing broker-dealer. Because of this, in order to minimize Client trading costs, IAR will execute most trades for your account at the Qualified custodian.

Qualified custodians provide SCFIA, IARs and Clients with access to institutional brokerage, trading, custody, reporting and related services which may not typically be available to retail customers. Qualified custodians also make available various support services. Some of those services help SCFIA and IAR to manage or administer Client accounts while other help SCFIA and IARs manage and grow their business.

Qualified custodians include access to a broad range of investment products, execution of securities transactions, and custody of client assets.

1. SCFIA does not receive research or any other products or services, other than execution and custody services 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.

4. Because our IARs generally manage Client 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 may 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 a sample of 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.

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.

SCFIA or IAR receive an economic benefit from Qualified custodians in the form of the support products and services they make available for Client accounts maintained with the custodian. These products and services, how they benefit SCFIA and IAR, and the related conflicts of interest are described above (see Item 12 – Brokerage Practices). The availability to use the Qualified Custodians products and services is not based on us giving investment advice, such as buying particular securities for Clients.

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 holds client funds or securities. SCFIA has existing relationships with several Qualified Custodians that are solely responsible for accepting and holding all client funds and securities.

However, SCFIA is deemed to have custody of client assets by virtue of standing authorization to deduct advisory fees from client accounts pursuant to a written, executed agreement between SCFIA, its IAR, and Client. SCFIA is also deemed to have custody of client assets by allowing clients to maintain certain first, and third-party standing letters of authorization for client funds and/or securities movement.

SCFIA intends to comply with SEC no-action relief conditions, thereby exempting it from an annual surprise audit. Qualified Custodians assist SCFIA in its compliance with the SEC no-action relief conditions by performing appropriate verification of client cashiering instructions. All cashiering requests and standing instructions must be provided and authorized by the client in writing. Client maintains the ability to terminate or change any instruction given. SCFIA, its IARs, and associates have no authority or ability to designate or otherwise change any portion of the client's request. All changes must be made by the client in writing via a signed request.

Client’s qualified custodian will send the client in writing, an initial notice confirming instructions received, and an annual notice reconfirming the instruction. SCFIA will maintain records showing that the contra-party to any cashiering request is not a related party of SCFIA, or located at the same address of SCFIA, or any of its affiliates or IARs.

ITEM 16 INVESTMENT DISCRETION

SCFIA and its IARs may 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 does not have any financial condition that is reasonably likely to impair its ability to meet contractual commitments to Clients.

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.