

Sucre-Vail Wealth Advisors

Form ADV Part 2A – Disclosure Brochure

Effective: March 4, 2019

This Form ADV 2A Disclosure Brochure provides information about the qualifications and business practices of Sucre-Vail Wealth Advisors (“SVWA” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact us at (281) 286-9991 or by email at info@sucrevailwa.com.

SVWA is a registered investment advisor located in the State of Texas. The information in this Disclosure Brochure has not been approved or verified by the U.S. Securities and Exchange Commission (“SEC”) or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information about SVWA to assist you in determining whether to retain the Advisor.

Additional information about SVWA and its Advisory Persons is available on the SEC’s website at www.adviserinfo.sec.gov by searching with our firm name or our CRD#114679.

Sucre-Vail Wealth Advisors
16862 Royal Crest Drive, Houston, TX 77058
Phone: (281) 286-9991 * Fax: (281) 280-0202
www.sucrevailwa.com

Item 2 – Material Changes

Form ADV 2 is divided into two parts: *Part 2A* and *Part 2B*. *Part 2A* (the “Disclosure Brochure”) provides information about a variety of topics relating to an Advisor’s business practices and conflicts of interest. *Part 2B* (the “Brochure Supplement”) provides information about Advisory Persons of SVWA.

SVWA believes that communication and transparency are the foundation of its relationship and continually strive to provide its Clients with complete and accurate information at all times. SVWA encourages all current and prospective Clients to read this Disclosure Brochure and discuss any questions you may have with us. And of course, we always welcome your feedback.

Material Changes

The following material changes have been made to this Disclosure Brochure since the last filing and distribution to Clients:

- The Advisor offers retirement plan advisory services. Please see Item 4 and 5.

Future Changes

From time to time, we may amend this Disclosure Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to each Client annually and if a material change occurs in the business practices of SVWA.

At any time, you may view the current Disclosure Brochure on-line at the SEC’s Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 114679. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (281) 286-9991 or by email at info@sucrevailwa.com.

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Item 4 – Advisory Services

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A. Firm Information

Sucre-Vail Wealth Advisors (“SVWA” or the “Advisor”) is a registered investment advisor located in the State of Texas, which is organized as a Corporation under the laws of Texas. SVWA was founded in November 1997, and is owned and operated by Margaret R. Sucre-Vail (President and Chief Compliance Officer). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by SVWA.

B. Advisory Services Offered

SVWA offers investment advisory services to individuals, high net worth individuals, family offices, trusts, estates, businesses and retirement plans (each referred to as a “Client”).

The Advisor serves as a fiduciary to Clients, as defined under the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. Our fiduciary commitment is further described in our Code of Ethics. For more information regarding our Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

Investment Management Services

SVWA provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing non-discretionary investment management and consulting services. SVWA works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy.

Internal Investment Management - SVWA will then construct a portfolio, consisting of low-cost, diversified mutual funds and/or exchange-traded funds (“ETFs”) to achieve the Client’s investment goals. The Advisor may also utilize individual stocks and bonds to meet the needs of its Clients.

SVWA’s investment strategy is primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held less than one year to meet the objectives of the Client or due to market conditions. SVWA will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to the acceptance by the Advisor.

SVWA evaluates and selects ETFs and mutual funds for inclusion in Client portfolios only after applying their internal due diligence process. SVWA may recommend, on occasion, redistributing investment allocations to diversify the portfolio. SVWA may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement. SVWA may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of the Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client’s risk tolerance.

At no time will SVWA accept or maintain custody of a Client’s funds or securities, except for the limited authority as outlined in Item 15 - Custody. All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the terms of the Client investment management agreement. For additional information, please see Item 12 – Brokerage Practices.

Managed Account Programs - SVWA may recommend to Clients that all or a portion of their portfolio be implemented by utilizing one or more unaffiliated money managers participating in a managed accounts program at the Client’s Custodian (the “Program Sponsor”). The Client will then enter into a program and investment advisory agreement with the Program Sponsor and the participating money manager[s]. The Advisor will assist and advise the Client in establishing investment objectives for the account, the selection of the money manager[s], and defining any restrictions on the account. SVWA will continue to provide oversight of the Client account[s] and ongoing monitoring of the activities of the unaffiliated money managers.

These money managers will develop an investment strategy to meet those objectives by identifying appropriate investments and monitoring such investments. In consideration for such services, the Program Sponsor will charge a program fee that includes the investment advisory fee of the money managers, the administration of the program and trading, clearance and settlement costs. The Program Sponsor will add SVWA's Investment Advisory Fee (described below in Item 5) and will deduct the overall fee from the Client account, generally at the start of each calendar quarter. The asset-based program fee is tiered and varies depending on the size of the account, the asset class of the underlying securities and the sub-advisor selected. The overall fee (including the Advisor's Investment Advisor Fee) will not exceed 3% annually.

SVWA does not receive any compensation from these unaffiliated money managers or the Program Sponsor, other than SVWA's investment advisory fee as described in Item 5 below.

The Client, prior to entering into an agreement with a Program Sponsor, will be provided with the Program Sponsor's Form ADV Part 2A (or a brochure that makes the appropriate disclosures). In addition, SVWA and its Client will agree in writing that that selected Program Sponsor will manage the Client's account on a discretionary basis.

Selection of Other Advisors

SVWA may periodically recommend and refer clients to unaffiliated money managers or investment advisors (herein "Sub-Advisor[s]") at SVWA's discretion or Client's request. Through this arrangement, the Client will then enter into an advisory agreement with the respective Sub-Advisor to which that Sub-Advisor will assist and advise the Client in establishing investment objectives and develop an investment strategy to meet those objectives by identifying appropriate investments and monitoring such investments. In consideration for such Sub-Advisor services, the Sub-Advisor will receive an investment advisory fee, billed based on the fee schedule the Client establishes with the Sub-Advisor[s].

SVWA will receive a portion of the investment advisory fee for the solicitation and referral of the Client to the Sub-Advisor, and may assist the Client in completing their Client questionnaire and account opening paperwork. SVWA may also assist in the development of the initial policy recommendations and managing the ongoing Client relationship.

The Client, prior to entering into an agreement with the Sub-Advisor[s], will be provided with the advisor's Form ADV 2A (or a brochure that makes the appropriate disclosures).

Financial Planning and Consulting Services

SVWA will typically provide a variety of financial planning and consulting services to individuals and families, pursuant to a written financial planning or consulting agreement. Services are offered in several areas of a Client's financial situation, depending on their goals, objectives and financial circumstances.

Generally, such financial planning services will involve preparing a financial plan or rendering a financial consultation for clients based on the Client's financial goals and objectives. This financial planning or consulting may encompass one or more areas of need, including, but not limited to investment planning, retirement planning, personal savings, education savings, insurance needs and other areas of a Client's financial situation.

A financial plan developed for, or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs. SVWA may also refer Clients to an accountant, attorney or other specialist, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

Financial planning and consulting recommendations may pose a potential conflict between the interests of the Advisor and the interests of the Client. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the

recommendations made by the Advisor, the Client is under no obligation to implement the transaction through the Advisor.

The Advisor tailors its services to meet the needs of its Clients. SVWA may provide Personal CFO services for Clients that include tax preparation/guidance and account aggregation along with the Advisor's investment management services.

Retirement Plan Advisory Services

SVWA provides 3(21) retirement plan advisory services on behalf of the retirement plans (each a "Plan") and the company (the "Plan Sponsor"). The Advisor's retirement plan advisory services are designed to assist the Plan Sponsor in meeting its fiduciary obligations to the Plan. Each engagement is customized to the needs of the Plan and Plan Sponsor. Services generally include:

- Vendor Analysis
- Plan Participant Enrollment and Education Tracking
- Investment Policy Statement ("IPS") Design and Monitoring
- Performance Reporting
- Ongoing Investment Monitoring and Recommendation
- ERISA 404(c) Assistance
- Benchmarking Services

These services are provided by SVWA serving in the capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In accordance with ERISA Section 408(b)(2), the Plan Sponsor is provided with a written description of SVWA's fiduciary status, the specific services to be rendered and all direct and indirect compensation the Advisor reasonably expects under the engagement.

C. Client Account Management

Prior to engaging SVWA to provide investment advisory services, each Client is required to enter into one or more agreements with the Advisor that define the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Policy Strategy – SVWA, in connection with the Client, will develop a strategy that summarizes the Client's investment goals and objectives.
- Asset Allocation – SVWA will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance of risk for each Client.
- Portfolio Construction – SVWA will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – SVWA will provide investment management and ongoing oversight of the Client's investment portfolio.

D. Wrap Fee Programs

SVWA does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by SVWA.

E. Assets Under Management

As of December 31, 2018, SVWA manages \$51,166,900 in Client assets, all of which are on a non-discretionary basis. Clients may request more current information at any time by contacting the Advisor.

Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client shall be required to enter into a written agreement with the Advisor. Clients may also be required to sign agreements with unaffiliated money managers and/or investment platforms.

A. Fees for Advisory Services

Investment Management Services

Investment advisory fees are paid quarterly, at the end of each calendar quarter, pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the market value of assets under management at the end of the quarter. Investment advisory fees range from 1.15% to 0.55% annually and are based on the following schedule:

Assets Under Management (\$)	Annual Rate (%)
Up to \$1,000,000	1.10%
Next \$1,500,000	0.85%
Next \$3,000,000	0.75%
Next \$5,000,000	0.55%
Next \$10,000,000	0.45%
Amounts over \$20,000,000	0.35%

The investment advisory fee in the first quarter of service is prorated to the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by SVWA will be independently valued by the Custodian. SVWA will not have the authority or responsibility to value portfolio securities.

Managed Accounts Programs - Fees for Clients participating in managed accounts programs will include SVWA's investment advisory fee above, plus the Program Sponsors Fee.

Financial Planning and Consulting Services

SVWA offers financial planning and consulting services at an hourly rate of \$200 per hour or on a fixed fee basis, which may be negotiable depending on the nature and complexity of each Client's circumstances. An estimate for total hours and/or costs will be determined prior to engaging for these services.

Retirement Plan Advisory Services

Fees for retirement plan advisory services are charged an annual asset-based fee of up to 0.45% billed quarterly, at the end of each calendar quarter, pursuant to the terms of the retirement plan advisory agreement. Retirement plan advisory fees are based on the market value of assets under management at the end of the prior calendar quarter. Fees range are generally based on the following schedule:

Assets Under Management (\$)	Annual Rate (%)
\$5,000 to \$9,999	0.45%
\$10,000 to \$14,999	0.38%
\$15,000 to \$19,999	0.30%
\$20,000 to \$24,999	0.28%
\$25,000 to \$49,999	0.25%
\$50,000 and Over	Negotiable

The Advisor's fee is exclusive of, and in addition to, brokerage fees, transaction fees, and other related costs and expenses, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

B. Fee Billing

Investment Management Services

Investment advisory fees will be calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor or its delegate shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the respective quarter-end date. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with SVWA at the end of each quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. In addition, the Advisor will provide the Client a report itemizing the fee, including the calculation period covered by the fee, the account value and the methodology used to calculate the fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting advisory fees to be deducted by SVWA directly from their accounts held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

Financial Planning and Consulting Services

Financial planning and consulting fee are invoiced by the Advisor upon completion of the engagement deliverable[s]. Invoices are due upon receipt.

Retirement Plan Advisory Services

SVWA is compensated for its services at the end of the quarter after retirement plan advisory services are rendered. Fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan, pursuant to the terms of the retirement plan advisory agreement.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than SVWA, in connection with investment made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution fees charged by the Custodian. The investment advisory fee charged by SVWA is separate and distinct from these custody and execution fees.

In addition, all fees paid to SVWA for investment advisory services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client may be able to invest in these products directly, without the services of SVWA, but would not receive the services provided by SVWA which are designed, among other things, to assist the Client in determining which products or services are most appropriate to each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by SVWA to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

D. Advance Payment of Fees and Termination

Investment Management Services

SVWA is compensated for its investment management services at the end of the quarter, after investment advisory services are rendered. Either party may terminate the investment advisory agreement with SVWA, at any time, by providing advance written notice to the other party. The Client may also terminate the investment agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. The Client shall be responsible for investment advisory fees up to and including the effective date of termination. The Client's investment advisory agreement with the Advisor is non-transferable without the Client's prior consent.

Managed Accounts Programs - In the event that a Client should wish to terminate their relationship with a managed accounts program or unaffiliated investment advisor, the terms for termination will be set forth in the respective agreements between the Client and those third parties. SVWA will assist the Client with the termination and transition as appropriate.

Financial Planning and Consulting Services

SVWA is compensated for its financial planning and consulting services upon completion of the engagement deliverable[s]. Either party may terminate the financial planning and consulting agreement at any time by providing written notice to the other party. The Client may also terminate the agreement within five (5) days of signing the Advisor's financial planning and consulting agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be billed for actual hours logged on the planning project times the agreed-upon hourly rate. The Client's financial planning and consulting agreement with the Advisor is non-transferable without the Client's prior consent.

Retirement Plan Advisory Services

SVWA is compensated for its retirement plan advisory services at the end of the quarter, after retirement plan advisory services are rendered. Either party may terminate the retirement plan advisory agreement with SVWA, at any time, by providing advance written notice to the other party. The Client may also terminate the retirement plan advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. The Client's retirement plan advisory agreement with the Advisor is non-transferable without the Client's prior consent.

E. Compensation for Sales of Securities

SVWA does not buy or sell securities and does not receive any compensation for securities transactions in any Client account, other than the investment advisory fees noted above.

Insurance Agency Affiliations

Advisory Persons are also licensed as independent insurance professionals. As an independent insurance professional, an Advisory Person may earn commission-based compensation for selling insurance products, including insurance products they sell to Clients. Insurance commissions earned by Advisory Persons are separate and in addition to our advisory fees. This practice presents a conflict of interest because an Advisory Person providing investment advice on behalf of the Advisor who is also an insurance agent has an incentive to recommend insurance products to Clients for the purpose of generating commissions rather than solely based on Client needs. However, Clients are under no obligation, contractually or otherwise, to purchase insurance products through any Advisory Person affiliated with the Advisor.

Item 6 – Performance-Based Fees and Side-By-Side Management

SVWA does not charge performance-based fees for its investment advisory services. The fees charged by SVWA are as described in Item 5 above and are not based upon the capital appreciation of the funds or securities held by any Client.

SVWA does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

Item 7 – Types of Clients

SVWA offers investment advisory services to individuals, high net worth individuals, family offices, trusts, estates, businesses and retirement plans. The amount of each type of Client is available on SVWA's Form ADV Part 1. These amounts may change over time and are updated at least annually by the Advisor. SVWA generally requires a minimum relationship size of \$250,000. However, this may be waived at the discretion of the Advisor. Unaffiliated money managers may also impose a minimum account size.

Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss

A. Methods of Analysis

SVWA primarily employs fundamental analysis methods in developing investment strategies for its Clients. Research and analysis from SVWA are derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

Fundamental analysis utilizes economic and business indicators as investment selection criteria. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate.

As noted above, SVWA generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. SVWA will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, SVWA may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

B. Risk of Loss

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. SVWA will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

While the methods of analysis help the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. The following are some of the risks associated with certain components of the Advisor's strategy:

Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

Mutual Fund Risks

The performance of mutual funds is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a

mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

ETF Risks

The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs has a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.

Item 9 – Disciplinary Information

There are no legal, regulatory or disciplinary events involving SVWA or Ms. Sucre-Vail. SVWA values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider in which you partner. Our backgrounds are available on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov and may be found by searching with our firm name or our CRD# 114679.

Item 10 – Other Financial Industry Activities and Affiliations

Insurance Agency Affiliations

As noted in Item 5 – Fees and Compensation, Advisory Persons are also licensed insurance professionals. Implementations of insurance recommendations are separate and apart from one's role with SVWA. As an insurance professional, an Advisory Person may receive customary commissions and other related revenues from the various insurance companies whose products are sold. Advisory Persons are not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This may cause a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by an Advisory Person or the Advisor.

Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

A. Code of Ethics

SVWA has implemented a Code of Ethics (the "Code") that defines our fiduciary commitment to each Client. This Code applies to all persons associated with SVWA (our "Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. SVWA and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of SVWA Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that may address employee ethics and conflicts of interest. To request a copy of our Code, please contact us at (281) 286-9991 or via email at info@sucrevailwa.com.

B. Personal Trading with Material Interest

SVWA allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. SVWA does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund, or advise an investment company. SVWA does not have a material interest in any securities traded in Client accounts.

C. Personal Trading in Same Securities as Clients

SVWA allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities we recommend (purchase or sell) to you presents a conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. As noted above, we have adopted the Code to address insider trading (material non-public information controls); gifts and entertainment; outside business activities and personal securities reporting. When trading for personal accounts, Supervised Persons may have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can potentially be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by SVWA requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer ("CCO") or delegate. We have also adopted written policies and procedures to detect the misuse of material, non-public information.

D. Personal Trading at Same Time as Client

While SVWA allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterwards. **At no time, will SVWA or any Supervised Person of SVWA, transact in any security to the detriment of any Client.**

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

SVWA does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the "Custodian") to safeguard Client assets and authorize SVWA to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, SVWA does not have the discretionary authority to negotiate commissions on behalf of our Clients on a trade-by-trade basis.

Where SVWA does not exercise discretion over the selection of the Custodian, it may recommend the Custodian[s] to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a Custodian not recommended by SVWA. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. SVWA may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, and/or its reputation. SVWA will generally recommend that Clients establish their account[s] at SEI Private Trust Company, a subsidiary of SEI Investments Company ("SPTC"). SVWA maintains an institutional relationship with SPTC whereby the Advisor receives certain benefits from SPTC. Please see Item 14 below.

Following are additional details regarding the brokerage practices of the Advisor:

- 1. Soft Dollars** - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. **SVWA does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor does receive certain economic benefits from SPTC. Please see Item 14 below.**
- 2. Brokerage Referrals** - SVWA does not receive any compensation from any third party in connection with the recommendation for establishing an account.
- 3. Directed Brokerage** - All Clients are serviced on a "directed brokerage basis", where SVWA will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective brokerage account[s] at the Custodian. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). SVWA will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

B. Aggregating and Allocating Trades

The Advisor generally does not block or aggregate trades. SVWA will execute its transactions through the Custodian as directed by the Client. SVWA may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage particular Client accounts.

Item 13 – Review of Accounts

A. Frequency of Reviews

Investment in Client accounts are monitored on a regular and continuous basis by Ms. Sucre-Vail, President and Chief Compliance Officer of SVWA. Formal reviews are generally conducted at least annually or more or frequently depending on the needs of the Client.

B. Causes for Reviews

In addition to the investment monitoring noted in Item 13.A. above, each Client account shall be reviewed at least annually. Reviews may be conducted more or less frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify SVWA if changes occur in his/her personal financial situation that might adversely affect his/her investment plan. Additional reviews may be triggered by material market, economic or political events.

C. Review Reports

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

Item 14 – Client Referrals and Other Compensation

A. Compensation Received by SVWA

Selection of Other Advisors

SVWA may refer Clients to Sub-Advisors, as detailed in Item 4 – Advisory Services. In such arrangements, SVWA has a potential conflict of interest in that SVWA will receive a portion of the Sub-Advisor's fee collected from the Client for the referral of the Client and the ongoing relationship management support provided by SVWA. To mitigate this conflict of interest, SVWA will not charge investment advisory fees on assets referred to a Sub-Advisor under such arrangements.

Participation in Institutional Advisor Platform

SVWA has established an institutional relationship with SPTC to assist the Advisor in managing Client account[s]. Access to the Custodian's Institutional platform is provided at no charge to the Advisor. The Advisor receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at those custodians. The software and related systems support may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a Custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

Additionally, the Advisor may receive the following benefits from SPTC: receipt of duplicate Client confirmations and bundled duplicate statements; access to a trading desk that exclusively services its institutional participants; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate

shares to Client accounts; and access to an electronic communication network for Client order entry and account information.

B. Client Referrals from Solicitors

SVWA does not engage paid solicitors for Client referrals.

Item 15 – Custody

SVWA does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fee. All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct SVWA to utilize the Custodian for the Client's security transactions. SVWA encourages Clients to review statements provided by the Custodian. For more information about custodians and brokerage practices, see Item 12 - Brokerage Practices.

Item 16 – Investment Discretion

SVWA does not have discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior approval from the Client. The Advisor will contact the Client and obtain approval prior to executing trades or allocating investment assets.

Item 17 – Voting Client Securities

SVWA does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

Item 18 – Financial Information

Neither SVWA, nor Ms. Sucre-Vail have any adverse financial situations that would reasonably impair the ability of SVWA to meet all obligations to its Clients. Neither SVWA, nor any of its Advisory Persons have been subject to a bankruptcy or financial compromise. SVWA is not required to deliver a balance sheet along with this Disclosure Brochure as the firm does not collect fees of \$500 for services to be performed six months or more in advance.

Item 19 – Requirements for State Registered Advisors

A. Educational Background and Business Experience of Principal Officer

The President and Chief Compliance Officer of SVWA is Margaret R. Sucre-Vail. Information regarding the formal education and background of Ms. Sucre-Vail is included in Item 2 of her Form ADV Part 2B – Brochure Supplement below.

B. Other Business Activities of Principal Officer

Insurance Agency Affiliations

Ms. Sucre-Vail is a licensed insurance professional. Implementations of insurance recommendations are separate and apart from her role with SVWA. As an insurance agent, Ms. Sucre-Vail may receive customary commissions and other related revenues from the various insurance companies whose products are sold. Commissions generated by insurance sales do not offset regular advisory fees. This may cause a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by the Advisor or Ms. Sucre-Vail.

C. Performance Fee Calculations

SVWA does not charge performance-based fees for its investment advisory services. The fees charged by SVWA are as described in Item 5 – Fees and Compensation above and are not based upon the capital appreciation of the funds or securities held by any Client.

D. Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding SVWA or Ms. Sucre-Vail. Neither SVWA nor Ms. Sucre-Vail has ever been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against SVWA or Ms. Sucre-Vail.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding SVWA or Ms. Sucre-Vail.***

E. Material Relationships with Issuers of Securities

Neither SVWA nor Ms. Sucre-Vail have any relationships or arrangements with issuers of securities.

Form ADV Part 2B – Brochure Supplement

for

**Margaret R. Sucre-Vail
President and Chief Compliance Officer**

Effective: March 4, 2019

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Margaret R. Sucre-Vail (CRD# 1699749) in addition to the information contained in the Sucre-Vail Wealth Advisors (“SVWA” or the “Advisor” - CRD #114679) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the SVWA Disclosure Brochure or this Brochure Supplement, please contact us at (281) 286-9991 or by email at info@sucrevailwa.com.

Additional information about Ms. Sucre-Vail is available on the SEC’s Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with her full name or her Individual CRD# 1699749.

Item 2 – Educational Background and Business Experience

The President and Chief Compliance Officer of SVWA is Margaret R. Sucre-Vail. Ms. Sucre-Vail, born in 1955, is a dedicated Portfolio Manager for Client accounts of SVWA. Ms. Sucre-Vail completed CFP Coursework from University of Houston, C.T. Bauer College of Business. Additional information regarding Ms. Sucre-Vail's employment history is included below.

Employment History:

President and Chief Compliance Officer, Sucre-Vail Wealth Advisors	11/1997 to Present
Registered Representative, Purshe Kaplan Sterling Investments	01/2006 to 01/2008

Item 3 – Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding Ms. Sucre-Vail. Ms. Sucre-Vail has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Ms. Sucre-Vail. Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Ms. Sucre-Vail.***

However, we do encourage you to independently view the background of Ms. Sucre-Vail on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with her full name or her Individual CRD# 1699749.

Item 4 – Other Business Activities

Insurance Agency Affiliations

Ms. Sucre-Vail is a licensed insurance professional. Implementations of insurance recommendations are separate and apart from her role with SVWA. As an insurance agent, Ms. Sucre-Vail may receive customary commissions and other related revenues from the various insurance companies whose products are sold. Commissions generated by insurance sales do not offset regular advisory fees. This may cause a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by the Advisor or Ms. Sucre-Vail.

Item 5 – Additional Compensation

Ms. Sucre-Vail has additional business activities were compensation is received as detailed in Item 4 above.

Item 6 – Supervision

Ms. Sucre-Vail serves as the President and Chief Compliance Officer of SVWA. Ms. Sucre-Vail can be reached at (281) 286-9991.

SVWA has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of SVWA. Further, SVWA is subject to regulatory oversight by various agencies. These agencies require registration by SVWA and its Supervised Persons. As a registered entity, SVWA is subject to examinations by regulators, which may be announced or unannounced. SVWA is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

Item 7 – Requirements for State Registered Advisors

Ms. Sucre-Vail does not have any additional information to disclose.

Privacy Policy

Effective: March 4, 2019

Our Commitment to You

Sucre-Vail Wealth Advisors ("SVWA" or the "Advisor") is committed to safeguarding the use of your personal information that we have as your Investment Advisor. SVWA (referred to as "we", "our" and "us" throughout this notice) protects the security and confidentiality of the personal information we have and make efforts to ensure that such information is used for proper business purposes in connection with the management or servicing of your account. Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything we can to maintain that trust.

We do not sell your non-public personal information to anyone. Nor does SVWA provide such information to others except for discrete and proper business purposes in connection with the servicing and management of your account as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this privacy policy.

The Information We Collect About You

You typically provide personal information when you complete the paperwork required to become our Client. This information may include your:

• Name and address	• Assets
• E-mail address	• Income
• Phone number	• Account balance
• Social security or taxpayer identification number	• Investment activity
	• Accounts at other institutions

In addition, we may collect non-public information about you from the following sources:

- Information we receive on Brokerage Agreements, Managed Account Agreements and other Subscription and Account Opening Documents;
- Information we receive in the course of establishing a customer relationship including, but not limited to, applications, forms, and questionnaires;
- Information about your transactions with us or others

Information About You That SVWA Shares

SVWA works to provide products and services that benefit our customers. We may share non-public personal information with non-affiliated third parties (such as brokers and custodians) as necessary for us to provide agreed services and products to you consistent with applicable law. We may also disclose non-public personal information to other financial institutions with whom we have joint business arrangements for proper business purposes in connection with the management or servicing of your account. In addition, your non-public personal information may also be disclosed to you, persons we believe to be your authorized agent or representative, regulators in order to satisfy SVWA's regulatory obligations, and is otherwise required or permitted by law. Lastly, we may disclose your non-public personal information to companies we hire to help administrate our business. Companies we hire to provide services of this kind are not allowed to use your personal information for their own purposes and are contractually obligated to maintain strict confidentiality. We limit their use of your personal information to the performance of the specific service we have requested.

To repeat, we do not sell your non-public personal information to anyone.

Information About Former Clients

SVWA does not disclose, and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our clients.

Confidentiality and Security

Our employees are advised about the firm's need to respect the confidentiality of our customers' non-public personal information. Additionally, we maintain physical, procedural and electronic safeguards in an effort to protect the information from access by unauthorized parties.

We'll Keep You Informed

We will send you notice of our privacy policy annually for as long as you maintain an ongoing relationship with us. Periodically we may revise our privacy policy, and will provide you with a revised policy if the changes materially alter the previous privacy policy. We will not, however, revise our privacy policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing. You may obtain a copy of our current privacy policy by contacting us at (281) 286-9991 or via email at info@sucrevailwa.com.

Sucre-Vail Wealth Advisors

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