

C2C Wealth Management, LLC

Form ADV Part 2A – Disclosure Brochure

Effective: March 9, 2017

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of C2C Wealth Management, LLC (“C2C” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact us at (508) 339-6074.

C2C is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The information in this Disclosure Brochure has not been approved or verified by the 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 C2C to assist you in determining whether to retain the Advisor.

Additional information about C2C and its advisory persons are available on the SEC’s website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 284148.

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Item 2 – Material Changes

Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about advisory personnel of C2C. For convenience, we have combined these documents into a single disclose document.

C2C believes that communication and transparency are the foundation of its relationship with Clients and will continually strive to provide its Clients with complete and accurate information at all times. C2C 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

There have been no material changes to this Disclosure Brochure since the last distribution to Clients.

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.

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# 284148. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (508) 339-6074.

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Item 4 – Advisory Services

A. Firm Information

C2C Wealth Management, LLC (“C2C” or the “Advisor”) is a registered investment advisor with the SEC, which is organized as a Limited Liability Company (“LLC”) under the laws of the Commonwealth of Massachusetts. C2C maintains offices in Massachusetts and California. C2C was founded in October 2016, and is owned and operated by Louis A. Della Valle (Principal and Chief Compliance Officer) and Maureen M. Mackowski (Principal). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by C2C.

B. Advisory Services Offered

C2C offers investment advisory services to individuals, high net worth individuals, trusts, estates and businesses in Massachusetts, California and other states (each referred to as a “Client”).

Wealth Management Services

C2C may provide Clients with wealth management services, which generally includes a broad range of comprehensive financial planning and consulting services in connection with discretionary management of investment portfolios. These services are described below.

Investment Management Services

C2C provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. C2C works closely 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. C2C will implement the investment strategy with its internal management and/or the use of unaffiliated money managers or investment platforms (as described below).

Internal Investment Management - C2C structures portfolios for Clients according to the Client’s risk tolerance, financial objectives, and immediate need for liquidity. Portfolios are carefully designed around low-cost, diversified mutual funds, exchange-traded funds (“ETFs”) and individual stocks. Fixed income portfolios are primarily invested in individual bond instruments. C2C prefers individual bond instruments over bond mutual funds as the Advisor believes bond mutual funds have more potential for a loss in premium in a rising rate environment. Portfolio turnover is generally low, as investments are designed for the longer term and rebalanced when necessary. The Advisor may retain certain types of investments based on a Client’s legacy portfolio construction.

C2C’s investment strategy[ies] 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. C2C 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 acceptance by the Advisor.

C2C evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. C2C may recommend, on occasion, redistributing investment allocations to diversify the portfolio. C2C 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. C2C 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 Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client’s risk tolerance.

At no time will C2C accept or maintain custody of a Client’s funds or securities, except for authorized deduction of the Advisor’s fees. All Client assets will be managed within their designated account[s], pursuant to the Client’s wealth management agreement. Please see Item 12.

Use of Independent Managers - C2C may recommend to Clients that all or a portion of their investment portfolio be implemented by utilizing one or more unaffiliated money managers or investment platforms (collectively "Independent Managers"). Independent Managers may be sourced directly or accessed through an investment management platform. The Client will be required to enter into a separate agreement with the Independent Manager[s].

C2C serves as the Client's primary advisor and relationship manager. However, the Independent Manager[s] will assume discretionary authority for the day-to-day investment management of those assets placed in their control. C2C will assist and advise the Client in establishing investment objectives for their account[s], the selection of the Independent Manager[s], and defining any restrictions on the account[s]. C2C will continue to provide oversight of the Client's account[s] and ongoing monitoring of the activities of these unaffiliated parties.

The Independent Manager[s] will implement the selected investment strategies based on their investment mandates. The Client may be able to impose reasonable investment restrictions on these accounts, subject to the acceptance of these third parties.

The Client, prior to entering into an agreement with an Independent Manager, will be provided with the Form ADV Part 2A (or a brochure that makes the appropriate disclosures) of those parties. C2C does not receive any compensation from these Independent Managers or Investment Platforms, other than C2C's investment advisory fee (described in Item 5).

Financial Planning Services

C2C will typically provide a variety of financial planning and consulting services to Clients, pursuant to a written wealth management agreement. Services are offered in several areas of a Client's financial situation, depending on their goals, objectives and financial situation.

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

C2C may also refer Clients to an accountant, attorney or another 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 conflict between the interests of the Advisor and the interests of the Client. For example, a recommendation to engage the Advisor for investment management services or to increase the level of investment assets with the Advisor would pose a conflict, as it would increase the advisory fees paid to the Advisor. 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 execute the transaction through the Advisor.

Notice to California Clients: Pursuant to CCR Section 260.238(k), the Advisor, has disclosed all material conflicts of interests that could reasonably be expected to impair the rendering of unbiased and objective advice.

Use of Independent Managers

C2C may recommend to Clients that all or a portion of their portfolio be implemented by utilizing one or more

unaffiliated money managers (each an “Independent Manager”). The Client will typically be required to enter into a separate agreement with each Independent Manager and/or the investment platform for which the Independent Manager’s strategy is accessed.

C2C remains the primary advisor to the Client and will assist in the selection and oversight of selected Independent Managers. The Advisor will assist and advise the Client in establishing investment objectives for the account[s], the selection of the Independent Manager[s], and defining any restrictions on the account[s]. C2C will provide ongoing oversight of the Client account[s] and provide reporting for the Client and ongoing monitoring of the activities of the unaffiliated money managers.

Each Independent Manager will have the discretionary authority to implement their investment mandate, without consulting the Advisor or the Client. The Independent Manager may allow certain investment restrictions on the account[s], but it is at the discretion of the manager. Independent Manager and/or the program sponsor will charge their own investment management and platform fees, which are separate from the Advisor’s fees noted in Item 5 below. The program sponsor may include C2C’s investment advisory fee in its fee calculation process and deduct the overall fee from the Client’s account[s] (generally at the start of each calendar quarter). C2C does not receive any compensation from these parties and only receives its investment advisory fee (described in Item 5). Independent Manager fees may vary depending on the size of the account[s], the investment mandate and the Independent Manager selected. The overall fee (including the Advisor’s investment advisory fee) will not exceed 3% annually.

The Client will be provided the Independent Manager’s Form ADV Part 2A – Disclosure Brochure and other applicable disclosures) prior to engaging an Independent Manager.

C. Client Account Management

Prior to engaging C2C to provide investment advisory services, each Client is required to enter into one or more agreements with the Advisor that defines the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Strategy – C2C, In connection with the Client, will develop a strategy that seeks to achieve the Client’s investment goals and objectives.
- Asset Allocation – C2C will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.
- Portfolio Construction – C2C will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – C2C will provide investment management and ongoing oversight of the Client’s investment portfolio.

D. Wrap Fee Programs

C2C includes securities transaction fees together with its wealth management fees. Including these fees into a single asset-based fee is considered a “Wrap Fee Program”. The Advisor customizes its investment management services for its Clients. The Advisor sponsors the C2C Wrap Fee Program solely as a supplemental disclosure regarding the combination of fees. Depending on the level of trading required for the Client’s account[s] in a particular year, the Client may pay more or less in total fees than if the Client paid its own transaction fees. Please see Appendix 1 –Wrap Fee Program Brochure, which is included as a supplement to this Disclosure Brochure.

E. Assets Under Management

As of February 27, 2017 C2C manages the following assets:

Assets Under Management	Assets
Discretionary Assets	\$20,000,000
Non-Discretionary Assets	207,000,000
Total Assets Under Management	\$227,000,000

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 engaging the Advisor for services described herein shall be required to enter into one or more written agreements with the Advisor.

A. Fees for Advisory Services

Wealth Management Services

Investment advisory fees are generally paid quarterly, in advance 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 prior quarter and based on the following schedule:

Assets Under Management (\$)	Annual Rate (%)
Up to \$250,000	2.25%
\$250,001 to \$500,000	2.00%
\$500,001 to \$1,000,000	1.75%
\$1,000,001 to \$2,500,000	1.50%
\$2,500,001 to \$5,000,000	1.25%
Over \$5,000,000	1.00%

The Advisor's fee may include financial planning or other services, pursuant to the terms of the wealth management agreement. The Advisor may engage at a fixed annual rate or fixed annual fee for certain Clients. Fixed fee engagements are negotiated based on the overall size of the relationship and complexity of the Client's situation. Fixed fee engagements will not exceed the asset-based fees above.

Wealth management fees in the first quarter of service are prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at sole the 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 C2C will be independently valued by the designated Custodian. C2C will not have the authority or responsibility to value portfolio securities.

Notice to California Clients: Pursuant to CCR Section 260.238(j), the Advisor discloses that the Client may be able to obtain similar services from other services providers for a lower fee.

Use of Independent Managers

Independent Manager fees are bill based on the terms of the agreement[s] with those parties and are separate from the Advisor's fees above. As noted in Item 4, these parties may collect the Advisor's fee as part of their billing process. The Advisor does not share in any fees with these parties.

B. Fee Billing

Wealth Management Services

Wealth management fees are 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 beginning of each quarter. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to either the annual fixed fee or to the total assets under management with C2C at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the wealth management 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 C2C to be paid directly from their account[s] held by the Custodian as part of the wealth management agreement and separate account forms provided by the Custodian.

Use of Independent Managers

Clients that have accounts with Independent Managers will be billed in accordance to the investment advisory agreement with the respective parties. As noted in Item 4, the investment platform may calculate and collect the Advisor's fee as part of their billing process. The Advisor does not share in any fees with these parties and only earns its fees as described above.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties in connection with investments made on behalf of the Client's account[s]. C2C includes securities transactions costs as part of its overall wealth management fee through the C2C Wrap Fee Program. Securities transaction fees for Client-directed trades may be charged back to the Client. Please see Item 4.D. above as well as Appendix 1 – Wrap Fee Program Brochure.

In addition, all fees paid to C2C for investment advisory services or part of the C2C Wrap Fee Program are separate and distinct from the expenses charged by mutual funds and exchange-traded funds 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 could invest in these products directly, without the services of C2C, but would not receive the services provided by C2C which are designed, among other things, to assist the Client in determining which products or services are most appropriate for 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 C2C 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

Wealth Management Services

C2C is compensated for its services in advance of the quarter in which investment advisory services are rendered. Either party may terminate the wealth management agreement, at any time, by providing advance written notice to the other party. The Client may terminate the wealth management 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. Upon termination, the Advisor will refund any unearned, prepaid wealth management fees from the effective date of termination to the end of the quarter. The Client's wealth management agreement with the Advisor is non-transferable without the Client's prior consent.

Use of Independent Managers

In the event that a Client should wish to terminate their relationship with an Independent Manager, the terms for termination will be set forth in the respective agreements between the Client and those third parties. C2C will assist the Client with the termination and transition as appropriate.

E. Compensation for Sales of Securities

C2C does not buy or sell securities and does not receive any compensation for securities transactions in any Client account, other than the wealth management fees noted above.

Certain Advisory Persons of C2C are also registered representatives of Purshe Kaplan Sterling Investments, Inc. ("PKS"). PKS is a registered broker-dealer (CRD No. 35747), member FINRA, SIPC. In one's separate capacity as a registered representative of PKS, an Advisory Person may implement securities transactions under PKS and not through C2C. In such instances, an Advisory Person will receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products. Compensation earned by an Advisory Person in one's capacity as a registered representative is separate and in addition to C2C's advisory fees. This practice presents a conflict of interest because Advisory Persons who are registered representatives have an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on the Client. Clients are not obligated to implement any recommendation provided by Advisory Persons. Neither the Advisor nor Advisory Persons will earn ongoing investment advisory fees in connection with any products or services implemented in the Advisory Person's separate capacity as a registered representative. Please see Item 10.

Certain Advisory Persons may also be licensed as independent insurance professionals. These persons will earn commission-based compensation for selling insurance products, including insurance products they sell to you. Insurance commissions earned by these persons are separate and in addition to our advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of our firm who are insurance agents have an incentive to recommend insurance products to you for the purpose of generating commissions rather than solely based on your needs. However, you are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with our firm.

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

C2C does not charge performance-based fees for its investment advisory services. The fees charged by C2C 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.

C2C 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

C2C offers investment advisory services to individuals, high net worth individuals, businesses and other corporations. The percentage of each type of Client is available on C2C's Form ADV Part 1A. These percentages may change over time and are updated at least annually by the Advisor. C2C generally does not impose a minimum account size for establishing a relationship.

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

A. Methods of Analysis

C2C primarily employs a fundamental analysis method in developing investment strategies for its Clients. Research and analysis from C2C is 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 analysed. 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. More details on the Advisor's review process are included below in "Item 13 – Review of Accounts".

As noted above, C2C generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. C2C 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, C2C 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. C2C 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.

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 C2C or any of its Supervised Persons. C2c 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 with whom you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 284148.

In addition, Clients may also obtain information relating to the disciplinary history of any investment advisor representative conducting business in Massachusetts by contacting the Commonwealth of Massachusetts Securities Division at (617) 727-3548.

Item 10 – Other Financial Industry Activities and Affiliations

A. Broker-Dealer Affiliation

The Advisor is not affiliated with a broker-dealer.

B. Futures Merchant

Neither the Advisor nor its associated persons has any registrations or affiliations with a futures commission merchant, commodity pool operator, or commodity-trading advisor.

C. Material Relationships

Broker-Dealer Affiliation

Certain Advisory Persons are also a registered representative of Purshe Kaplan Sterling Investments, Inc. ("PKS"). PKS is a registered broker-dealer (CRD No. 35747), member FINRA, SIPC. In one's separate capacity as a registered representative, Advisory Persons will typically receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by Advisory Persons. Neither the Advisor nor Advisory Persons will earn ongoing investment advisory fees in connection with any services implemented in Advisory Persons' separate capacity as a registered representative.

Insurance Agency Affiliations

Certain Advisory Persons are also a licensed insurance professional. Implementations of insurance recommendations are separate and apart from one's role with C2C. As an insurance professional, Advisory Persons 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 Advisory Persons or the Advisor.

D. Selection of Other Advisors

The Advisor may select Independent Managers as fully described in Item 4 above. The Advisor does not have any conflicts or incentives to recommend any particular Independent Manager. C2C will review the registrations of any Independent Manager to ensure they are properly registered with the securities regulators prior to assisting a Client with the establishment of accounts with an Independent Manager.

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

A. Code of Ethics

C2C has implemented a Code of Ethics (the "Code") that defines our fiduciary commitment to each Client. This Code applies to all persons associated with C2C (our "Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. C2C and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of C2C's 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 address employee ethics and conflicts of interest. To request a copy of our Code, please contact us at (508) 339-6074.

B. Personal Trading with Material Interest

C2C allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. C2C 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. C2C does not have a material interest in any securities traded in Client accounts.

C. Personal Trading in Same Securities as Clients

C2C 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, there may be 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 C2C 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 C2C 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 C2C, or any Supervised Person of C2C, transact in any security to the detriment of any Client.**

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

C2C 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 C2C to direct trades to the Custodian as agreed in the wealth management agreement. Further, C2C does not have the discretionary authority to negotiate commissions on behalf of our Clients on a trade-by-trade basis.

Where C2C does not exercise discretion over the selection of the Custodian, C2C will generally recommend that Clients establish their account[s] at Charles Schwab & Co., Inc. ("Schwab"), a FINRA-registered broker-dealer and member SIPC. Schwab will serve as the Client's "qualified custodian". C2C maintains an institutional relationship with Schwab, whereby the Advisor receives economic benefits from Schwab (Please see Item 14 below). As registered representatives of PKS, the Advisor may be limited in using other broker-dealers/custodians as PKS must approve the use of any outside broker-dealer/custodian.

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 the broker in exchange for research and other services. **C2C does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, C2C does receive certain economic benefits from its relationship with Schwab. Please see Item 14 below.**

2. Brokerage Referrals - C2C 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 C2C 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]. 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]). In selecting the Custodian, C2C 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 designated Custodian.

B. Aggregating and Allocating Trades

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favourable net results taking into account such factors as 1) price, 2) size of order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. C2C will execute its transactions through the Custodian as directed by the Client. C2C may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts in the same trading day. 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 any particular Client accounts.

Item 13 – Review of Accounts

C2C Wealth Management, LLC
75 Williams Street, Mansfield, MA 02048
Phone: (508) 339-6074 * Fax: (508) 772-0075

A. Frequency of Reviews

Securities in Client accounts are monitored on a regular and continuous basis by Principals of C2C. Formal reviews are generally conducted at least annually or more or less frequently depending on the needs of the Client.

B. Causes for Reviews

In addition to the investment monitoring noted in Item 13.A., 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. The Client is encouraged to notify C2C if changes occur in the Client's personal financial situation that might adversely affect the Client's 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 trustee or 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 C2C

Participation in Institutional Advisor Platform

C2C has established an institutional relationship with Schwab through its "Schwab Advisor Services" unit, a division of Schwab dedicated to serving independent advisory firms like C2C. As a registered investment advisor participating on the Schwab Advisor Services platform, C2C receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor and many, but not all services provided by Schwab will benefit Clients. 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.

Services that Benefit the Client – Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client's funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

Services that May Indirectly Benefit the Client – Schwab provides participating advisors with access to technology, research, discounts and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients, but may not directly benefit all Clients.

Services that May Only Benefit the Advisor – Schwab also offers other services to C2C that may not benefit the Client, including: educational conferences and events, consulting services and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a potential conflict of interest. C2C believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

B. Client Referrals from Solicitors

C2C does not engage paid solicitors for Client referrals.

Item 15 – Custody

C2C does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fees. 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 C2C to utilize the Custodian for the Client's security transactions. Clients should review statements provided by the Custodian and compare to any reports provided by C2C to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see "Item 12 - Brokerage Practices".

Item 16 – Investment Discretion

C2C manages accounts with discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by C2C. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an wealth management agreement containing all applicable limitations to such authority. All discretionary trades made by C2C will be in accordance with each Client's investment objectives and goals.

Item 17 – Voting Client Securities

C2C 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 C2C, nor its management, have any adverse financial situations that would reasonably impair the ability of C2C to meet all obligations to its Clients. Neither C2C, nor any of its advisory persons, has been subject to a bankruptcy or financial compromise. C2C is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees of \$500 or more for services to be performed six months or more in advance.

Form ADV Part 2A - Appendix 1 Wrap Fee Program Brochure

Effective: March 9, 2017

This Form ADV 2A – Appendix 1 (“Wrap Fee Program Brochure”) provides information about the business practices and fees for C2C Wealth Management, LLC (“C2C” or the “Advisor”) when Client transaction costs are included with wealth management fees as a single fee. C2C sponsors this Wrap Fee Program and provides this Wrap Fee Program Brochure as a supplement to the C2C Disclosure Brochure, which provides complete details on the business practices of C2C. If you did not receive the complete C2C Disclosure Brochure or you have any questions about the contents of this Wrap Fee Program Brochure or the C2C Disclosure Brochure, please contact us at (610) 277-1515.

C2C is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The information in this Wrap Fee Program Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Wrap Fee Program Brochure provides information about C2C to assist you in determining whether to retain the Advisor.

Additional information about C2C and its advisory persons are available on the SEC’s website at www.adviserinfo.sec.gov by searching for our firm name or by our CRD# 284148.

C2C Wealth Management, LLC
75 Williams Street 180 Harbor Drive, Suite 221
Mansfield, MA 02048 Sausalito, CA 94965

Phone: (508) 339-6074 * Fax: (508) 772-0075

C2C Wealth Management, LLC
75 Williams Street, Mansfield, MA 02048
Phone: (508) 339-6074 * Fax: (508) 772-0075

Item 2 – Material Changes

Form ADV 2 Appendix 1 provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. In particular, this Wrap Fee Program Brochure discusses the fee billing practices of the Advisor as a supplement to the Disclosure Brochure.

Material Changes

There have been no material changes to this Disclosure Brochure since the last distribution to Clients.

Future Changes

From time to time, we may amend this Wrap Fee Program Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Wrap Fee Program 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 C2C.

At any time, you may view the current Wrap Fee Program 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# 284148. You may also request a copy of this Wrap Fee Program Brochure at any time, by contacting us at (508) 339-6074.

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Item 4 – Services Fees and Compensation

Services

C2C Wealth Management, LLC (“C2C” or the “Advisor”) provides customized wealth management services for its Clients. This Wrap Fee Program Brochure is provided as a supplement to the C2C Disclosure Brochure (Form ADV 2A). This Wrap Fee Program Brochure is provided along with the complete Disclosure Brochure to provide full details of the business practices and fees when selecting C2C as your investment advisor.

As part of the wealth management fees noted in Item 5 of the Disclosure Brochure, C2C includes normal securities transaction fees as part of the overall wealth management fee. Securities regulations often refer to this combined fee structure as a “Wrap Fee Program”.

The sole purpose of this Wrap Fee Program Brochure is to provide additional disclosure relating the combination of securities transaction fees into the single “bundled” wealth management fee. This Wrap Fee Program Brochure references back to the C2C Disclosure Brochure in which this Wrap Fee Program Brochure serves as an Appendix. **Please see Item 4 – Advisory Services of the Disclosure Brochure for details on C2C’s investment philosophy and related services.**

Program Costs

Advisory services provided by C2C are offered in a wrap fee structure whereby normal securities transaction costs are included in the overall wealth management fee paid to C2C. As the level of trading in a Client’s account[s] may vary from year to year, the annual cost to the Client may be more or less than engaging for advisory services where the transactions costs are borne separately by the Client. The cost of the Wrap Fee Program varies depending on services to be provided be to each Client, however, the Client is not charged more if there is higher trading activity in the Client’s account[s]. A Wrap Fee structure has a potential conflict of interest as the Advisor may have an incentive to limit the number of trades placed in the Client’s account[s]. **Please see Item 5 – Fees and Compensation of the Disclosure Brochure for complete details on fees.**

Fees

Investment advisory fees are generally paid quarterly, in advance 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 prior quarter and based on the following schedule:

Assets Under Management (\$)	Annual Rate (%)
Up to \$250,000	2.25%
\$250,001 to \$500,000	2.00%
\$500,001 to \$1,000,000	1.75%
\$1,000,001 to \$2,500,000	1.50%
\$2,500,001 to \$5,000,000	1.25%
Over \$5,000,000	1.00%

The Advisor’s fee may include financial planning or other services, pursuant to the terms of the wealth management agreement. The Advisor may engage at a fixed annual rate or fixed annual fee for certain Clients. Fixed fee engagements are negotiated based on the overall size of the relationship and complexity of the Client’s situation. Fixed fee engagements will not exceed the asset-based fees above.

Wealth management fees in the first quarter of service are prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at sole the 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 C2C will be independently valued by the designated Custodian. C2C will not have the authority or responsibility to value portfolio securities.

Notice to California Clients: Pursuant to CCR Section 260.238(j), the Advisor discloses that the Client may be able to obtain similar services from other services providers for a lower fee.

Wealth management fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the beginning of each quarter. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to either the annual fixed fee or to the total assets under management with C2C at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the wealth management 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 C2C to be paid directly from their account[s] held by the Custodian as part of the wealth management agreement and separate account forms provided by the Custodian.

As noted above, the Wrap Fee Program includes normal securities trading costs incurred in connection with the discretionary investment management services provided by C2C. Securities transaction fees for Client-directed trades may be charged back to the Client.

Clients may incur certain fees or charges imposed by third parties in connection with investments made on behalf of the Client's account[s]. Under this Wrap Fee Program, C2C includes securities transactions costs as part of its overall wealth management fee.

In addition, all fees paid to C2C for investment advisory services or part of the Wrap Fee Program are separate and distinct from the expenses charged by mutual funds and exchange-traded funds 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. The Client may also incur other costs assessed by the Custodian or other parties for account related activity fees, such as wire transfer fees, trade away fees and other fees. The Advisor does not control nor share in these fees. The Client should review both the fees charged by the fund[s] and the fees charged by C2C to fully understand the total fees to be paid. Please see Item 5.C. – Other Fees and Expenses in the Disclosure Brochure (included with this Wrap Fee Program Brochure).

Compensation

C2C is the sponsor and portfolio manager of this Wrap Fee Program. C2C receives wealth management fees paid by Clients for investment advisory services covered under this Wrap Fee Program.

Item 5 – Account Requirements and Types of Clients

C2C offers investment advisory services to individuals, high net worth individuals, trusts, estates and businesses. C2C generally does not impose a minimum size for establishing a relationship. The relative percentage of each type of Client is available on C2C's Form ADV Part 1. These percentages will change over time. C2C generally does not impose a minimum account size for establishing a relationship.

Item 6 – Portfolio Manager Selection and Evaluation

Portfolio Manager Selection

C2C serves as the sponsor and portfolio manager for this Wrap Fee Program. Advisory services are detailed in Item 4 of the Disclosure Brochure.

Related Persons

C2C's Supervised Persons serve as portfolio managers for services under this Wrap Fee Program. C2C does not act as portfolio manager for any third-party wrap fee programs.

Supervised Persons

As noted above, Supervised Persons serve as a portfolio manager for the Wrap Fee Program. Please refer to the complete Disclosure Brochure (included with this Wrap Fee Program Brochure) for details on the services provided by C2C and the Brochure Supplement for the background of the Supervised Persons of C2C.

Performance-Based Fees

C2C does not charge performance-based fees for its investment advisory services. The fees charged by C2C 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.

C2C 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.

Methods of Analysis

Please see Item 8 of the Disclosure Brochure (included with this Wrap Fee Program Brochure) for details on the research and analysis methods employed by the Advisor.

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. C2C 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.

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[s]. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. 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.

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. Please see Item 8.B. – Risk of Loss in the Disclosure Brochure for details on investment risks.

Voting Client Securities

C2C 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 7 – Client Information Provided to Portfolio Managers

C2C is the sponsor and sole portfolio manager for the Program. The Advisor does not share Client information with other portfolio managers because it is the sole portfolio manager for this Wrap Fee Program. Please also see the C2C Privacy Policy (included after this Wrap Fee Program Brochure).

Item 8 – Client Contact with Portfolio Managers

C2C is a full-service investment management advisory firm. Clients always have direct access to the Portfolio Managers at C2C.

Item 9 – Additional Information

Disciplinary Information and Other Financial Industry Activities and Affiliations

C2C Wealth Management, LLC
75 Williams Street, Mansfield, MA 02048
Phone: (508) 339-6074 * Fax: (508) 772-0075

Disciplinary Information

C2C 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 with whom you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 284148. Please see Item 9 of the C2C Disclosure Brochure as well as Item 3 of each Advisory Person's Brochure Supplement (included with this Wrap Fee Program Brochure) for additional information on how to research the background of the Advisor and its Advisory Persons.

Other Financial Activities and Affiliations

Please see Items 10 and 14 of the C2C Disclosure Brochure as well as Items 4 and 5 of each Advisory Person's Brochure Supplement (included with this Wrap Fee Program Brochure).

Code of Ethics, Review of Accounts, Client Referrals, and Financial Information

C2C has implemented a Code of Ethics (the "Code") that defines our fiduciary commitment to each Client. This Code of Ethics applies to all persons subject to C2C's compliance program (our "Supervised Persons"). Complete details on the C2C Code can be found under Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading in the Disclosure Brochure (included with this Wrap Fee Program Brochure).

Review of Accounts

Securities in Client accounts are monitored on a regular basis by Principals of C2C. Please see Item 13 of the Disclosure Brochure (included with this Wrap Fee Program Brochure).

Other Compensation**Participation in Institutional Advisor Platform**

C2C has established an institutional relationship with Schwab through its "Schwab Advisor Services" unit, a division of Schwab dedicated to serving independent advisory firms like C2C. As a registered investment advisor participating on the Schwab Advisor Services platform, C2C receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor and many, but not all services provided by Schwab will benefit Clients. 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.

Services that Benefit the Client – Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client's funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

Services that May Indirectly Benefit the Client – Schwab provides participating advisors with access to technology, research, discounts and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients, but may not directly benefit all Clients.

Services that May Only Benefit the Advisor – Schwab also offers other services to C2C that may not benefit the Client, including: educational conferences and events, consulting services and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a potential conflict of interest. C2C believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

Please see Item 14 – Other Compensation in the Disclosure Brochure (included with this Wrap Fee Program

Brochure) for details on additional compensation that may be received by C2C. The Brochure Supplements for each Advisory Person (also included with this Wrap Fee Program Brochure) provide details on outside business activities and the associated compensation, for all Supervised Person[s] with C2C.

Client Referrals from Solicitors

C2C does not engage paid solicitors for Client referrals.

Financial Information

Neither C2C, nor its management has any adverse financial situations that would reasonably impair the ability of C2C to meet all obligations to its Clients. Neither C2C, nor any of its advisory persons, has been subject to a bankruptcy or financial compromise. C2C is not required to deliver a balance sheet along with this Disclosure Brochure, as the firm does not collect advance fees of \$500 or more for services to be performed six months or more in advance.

Form ADV Part 2B – Brochure Supplement

for

**Louis A. Della Valle
Principal and Chief Compliance Officer**

Effective: March 9, 2017

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Louis A. Della Valle (CRD# 2782757) in addition to the information contained in the C2C Wealth Advisors, LLC (“C2C” or the “Advisor”, CRD # 284148) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the C2C Disclosure Brochure or this Brochure Supplement, please contact us at (508) 339-6074.

Additional information about Mr. Della Valle is available on the SEC’s Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his full name or his Individual CRD# 2782757.

**75 Williams Street
Mansfield, MA 02048**

Phone: (508) 339-6074 Fax: (508) 772-0075

Item 2 – Educational Background and Business Experience

Louis A. Della Valle, born in 1971, is dedicated to advising Clients as a Principal of C2C. Mr. Della Valle earned a Bachelor of Arts in Management from Bentley University in 1993. Additional information regarding Mr. Della Valle's employment history is included below.

Employment History:

Principal, C2C Wealth Advisors, LLC	11/2016 to Present
Registered Representative, Purshe Kaplan Sterling Investments, Inc.	11/2016 to Present
Investment Advisor Representative and Registered Representative, LPL Financial LLC	05/2011 to 11/2016
Vice President, Investment Advisor Representative, Lincoln Financial Advisors Corp.	05/2004 to 05/2011

Item 3 – Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding Mr. Della Valle. Mr. Della Valle has never been involved in any regulatory, civil or criminal action. There have been no lawsuits, arbitration claims or administrative proceedings against Mr. Della Valle.

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 Mr. Della Valle.***

However, we do encourage you to independently view the background of Mr. Della Valle on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his full name or his Individual CRD# 2782757.

Item 4 – Other Business Activities

Broker-Dealer Affiliation

Mr. Della Valle is also a registered representative of Purshe Kaplan Sterling Investments, Inc. ("PKS"). PKS is a registered broker-dealer (CRD No. 35747), member FINRA, SIPC. In Mr. Della Valle's separate capacity as a registered representative, Mr. Della Valle will typically receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by Mr. Della Valle. Neither the Advisor nor Mr. Della Valle will earn ongoing investment advisory fees in connection with any products or services implemented in Mr. Della Valle's separate capacity as a registered representative.

Insurance Agency Affiliation

Mr. Della Valle is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart Mr. Della Valle's role with C2C. As an insurance professional, Mr. Della Valle may receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Della Valle is 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 Mr. Della Valle or the Advisor.

In addition to his broker-dealer and insurance affiliations, Mr. Della Valle also owns and manages rental properties in his individual capacity.

Item 5 – Additional Compensation

Mr. Della Valle has additional business activities that are detailed in Item 4 above.

Item 6 – Supervision

Mr. Della Valle serves as a Principal and Chief Compliance Officer of C2C. Mr. Della Valle can be reached at (508) 339-6074.

Form ADV Part 2B – Brochure Supplement

for

**Maureen M. Mackowski
Principal**

Effective: March 9, 2017

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Maureen M. Mackowski (CRD# 867207) in addition to the information contained in the C2C Wealth Advisors, LLC (“C2C” or the “Advisor”, CRD # 284148) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the C2C Disclosure Brochure or this Brochure Supplement, please contact us at (508) 339-6074.

Additional information about Ms. Mackowski 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# 867207.

**180 Harbor Drive, Suite 221
Sausalito, CA 94965**

Phone: (508) 339-6074 Fax: (508) 772-0075

Item 2 – Educational Background and Business Experience

Maureen M. Mackowski, born in 1956, is dedicated to advising Clients as a Principal of C2C. Ms. Mackowski earned a Bachelor of Science in Economics and Finance from Pennsylvania State University in 1977. Additional information regarding Ms. Mackowski's employment history is included below.

Employment History:

Principal, C2C Wealth Advisors, LLC	11/2016 to Present
Registered Representative, Purshe Kaplan Sterling Investments, Inc.	11/2016 to Present
Investment Advisor Representative, Lincoln Financial Advisors Corp.	02/2003 to 11/2016

Item 3 – Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding Ms. Mackowski. Ms. Mackowski 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. Mackowski.

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. Mackowski.***

However, we do encourage you to independently view the background of Ms. Mackowski on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with her full name or her Individual CRD# 867207.

Item 4 – Other Business Activities

Broker-Dealer Affiliation

Ms. Mackowski is also a registered representative of Purshe Kaplan Sterling Investments, Inc. ("PKS"). PKS is a registered broker-dealer (CRD No. 35747), member FINRA, SIPC. In Ms. Mackowski's separate capacity as a registered representative, Ms. Mackowski will typically receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by Ms. Mackowski. Neither the Advisor nor Ms. Mackowski will earn ongoing investment advisory fees in connection with any products or services implemented in Ms. Mackowski's separate capacity as a registered representative.

Insurance Agency Affiliation

Ms. Mackowski is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart Ms. Mackowski's role with C2C. As an insurance professional, Ms. Mackowski may receive customary commissions and other related revenues from the various insurance companies whose products are sold. Ms. Mackowski is 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 Ms. Mackowski or the Advisor.

In addition to her broker-dealer and insurance affiliations, Ms. Mackowski also owns and manages rental properties in her individual capacity.

Item 5 – Additional Compensation

Ms. Mackowski has additional business activities that are detailed in Item 4 above.

Item 6 – Supervision

C2C Wealth Management, LLC
75 Williams Street, Mansfield, MA 02048
Phone: (508) 339-6074 * Fax: (508) 772-0075

Ms. Mackowski serves as the Principal of C2C and is supervised by Louis Della Valle, the Chief Compliance Officer. Louis Della Valle can be reached at (508) 339-6074.

C2C has implemented a Code of Ethics and internal compliance that guide each Supervised Person in meeting their fiduciary obligations to Clients of C2C. Further, C2C is subject to regulatory oversight by various agencies. These agencies require registration by C2C and its Supervised Persons. As a registered entity, C2C is subject to examinations by regulators, which may be announced or unannounced. C2C 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.

Privacy Policy

Effective: March 9, 2017

Our Commitment to You

C2C Wealth Management, LLC
75 Williams Street, Mansfield, MA 02048
Phone: (508) 339-6074 * Fax: (508) 772-0075

C2C Wealth Management, LLC ("C2C" or the "Advisor") is committed to safeguarding the use of personal information of our Clients (also referred to as "you" and "your") that we obtain as your Investment Advisor, as described here in our Privacy Policy ("Policy").

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. C2C (also referred to as "we", "our" and "us") protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

C2C does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, 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 Policy.

Why you need to know?

Registered Investment Advisors ("RIAs") must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

What information do we collect from you?

Driver's license number	Date of birth
Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number(s)	Income and expenses
E-mail address(es)	Investment activity
Account information (including other institutions)	Investment experience and goals

What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client's personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
Servicing our Clients We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
Marketing Purposes C2C does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where C2C or the client has a formal agreement with the financial institution. We will only share information for purposes of servicing your accounts, not for marketing purposes.	No	Not Shared
Authorized Users Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent(s) or representative(s).	Yes	Yes
Information About Former Clients C2C 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.	No	Not Shared

State-specific Regulations

California	In response to a California law, to be conservative, we assume accounts with California addresses do not want us to disclose personal information about you to non-affiliated third parties, except as permitted by California law. We also limit the sharing of personal information about you with our affiliates to ensure compliance with California privacy laws.
Massachusetts	In response to a Massachusetts law, clients must "opt-in" to share non-public personal information with non-affiliated third parties before any personal information is disclosed. We may 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.

Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this 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.

Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (508) 339-6074.