

Disclosure Brochure

March 11, 2019



NORTHLANDING
Financial Partners, LLC

a Registered Investment Adviser

This brochure provides information about the qualifications and business practices of NorthLanding Financial Partners, LLC (hereinafter "NLFP" or the "Firm"). If you have any questions about the contents of this brochure, please contact the Firm at the telephone number listed below. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC) or by any state securities authority. Additional information about the Firm is available on the SEC's website at www.adviserinfo.sec.gov. NLFP is an SEC registered investment adviser. Registration does not imply any level of skill or training.

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Item 2. Material Changes

In this Item, NLFP is required to discuss any material changes that have been made to the brochure since the last annual amendment.

Since the last annual update to the Form ADV Part II dated 03/23/2018, NorthLanding Financial Partners, LLC has expanded the services provided. NLFP may recommend and provide ongoing advice on variable annuities. A more detailed description of these services can be found in Item 4 of this brochure.



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Item 4. Advisory Business

NLFP offers a variety of advisory services which include financial planning, consulting and investment management. Prior to rendering any of the foregoing advisory services, clients are required to enter into one or more written agreements with NLFP setting forth the relevant terms and conditions of the advisory relationship (the “*Agreement*”).

NLFP provides strategic investment management and seeks to monitor and rebalance client portfolios to maintain an efficient risk/return tradeoff and manage portfolio risk. To that end, the Firm will analyze client information to assess a client’s current situation, define their goals and determine what should be done in order to meet those goals. Depending on what services the Firm is engaged to provide, this could entail analyzing client assets, liabilities and cash flow, current insurance coverage, investments, tax strategies, and other personal goals and desired outcomes. The Firm believes an approach that carefully monitors client portfolios and leverages technology to effectively manage client assets plays a central role in meeting client objectives.

NLFP has been an independent registered investment adviser since March, 2013 and is principally owned by Scott G. Klatt, H. Robert Bradley, Mark B. Jones and Bryce P. Carey.

While this brochure generally describes the business of NLFP, certain sections also discuss the activities of its *Supervised Persons*, which refer to the Firm’s officers, partners, directors (or other persons occupying a similar status or performing similar functions), employees or any other person who provides investment advice on NLFP’s behalf and is subject to the Firm’s supervision or control.

Financial Planning and Consulting Services

NLFP offers clients a range of financial planning and consulting services, which may include any or all of the following functions:

- Cash Flow Forecasting
- Asset Allocation
- Estate Planning
- Investment Consulting
- Insurance Needs Analysis
- Retirement Plan Analysis
- Risk Management
- Retirement Income & Distribution

While each of these services is available on a stand-alone basis, certain of them may also be rendered as part of a comprehensive client engagement (as described below).

The Firm can be engaged for either Basic or Advanced services as part of **The Financial Clarity Advantage** (“FCA”) process which includes financial planning and consulting. NLFP typically will analyze and review data and documents provided by clients, evaluate a client’s ability to meet objectives, provide observations, identify problems and recommend strategies. A client will receive a summary which reflects their current financial circumstances, financial outlook, personal prerogatives and objectives in any one or all of the above-mentioned function areas.

In performing these services, pursuant to the FCA process, NLFP is not required to verify any information received from the client or from the client's other professionals (e.g. attorneys, accountants, etc.) and is expressly authorized to rely on such information. NLFP may recommend the services of itself, its *Supervised Persons* in their individual capacities as insurance agents or registered representatives of a broker-dealer, and/or other professionals to implement its recommendations.

Clients are advised that a conflict of interest may arise if NLFP recommends its own services for implementation. Clients retain absolute discretion over all decisions regarding implementation and are under no obligation to act upon any of the recommendations made by NLFP under a financial planning or consulting engagement or to engage the services of any such recommended professionals, including NLFP itself. Clients are advised that it remains their responsibility to promptly notify the Firm if there is ever any change in their financial situation or investment objectives for the purpose of reviewing, evaluating or revising NLFP's previous recommendations and/or services.

Investment Management Services

NLFP manages client investment portfolios primarily on a discretionary basis but may also manage portfolios on a non-discretionary basis.

NLFP principally allocates client assets among exchange-traded index funds ("ETFs") and may allocate assets among mutual funds. Individual equity and debt securities may also be employed in Personalized Asset Management Accounts (PAMA). Further, the Firm may allocate funds among the securities components of variable annuities and variable life insurance contracts, in accordance with the investment objectives of its individual clients. In addition, NLFP may also recommend that clients who qualify as accredited investors, as defined by Rule 501 of the Securities Act of 1933, invest in privately placed securities, which may include debt, equity and/or interests in pooled investment vehicles. Where appropriate, the Firm may also provide advice about any type of legacy position or other investment held in client portfolios.

Clients may also engage NLFP to advise on certain investment products that are not maintained at their primary custodian, such as variable life insurance and annuity contracts, and assets held in employer sponsored retirement plans and qualified tuition plans (i.e., 529 plans). In these situations, NLFP directs or recommends the allocation of client assets among the various investment options available with the product. These assets are generally maintained at the underwriting insurance company or the custodian designated by the product's provider.

NLFP tailors its advisory services to meet the needs of its individual clients and continuously seeks to ensure that client portfolios are managed in a manner consistent with their specific investment profiles.

NLFP consults with clients on an initial and ongoing basis to determine their specific risk tolerance, time horizon, liquidity constraints and other factors relevant to the management of their portfolios. Clients are advised to promptly notify NLFP if there are changes in their financial situation or if they wish to place any limitations on the management of their portfolios. Clients may impose reasonable restrictions or mandates on the management of their accounts if NLFP determines, in its sole discretion, the conditions would not materially impact the performance of a management strategy or prove overly burdensome to the firm's management efforts.

Variable Annuities

As mentioned above, NLFP may also recommend and provide ongoing advice on variable annuities. This service will be based upon an agreement in place between NLFP and our client(s). When providing advice on variable annuities, our advice is limited to those investment options made available by the insurance company. Further, limitations on frequency of trading or rebalancing will vary according to each sub-account's restrictions. We describe the fees charged below under Item 5 – Fees and Compensation. We describe the material investment risks for many of the securities that we utilized/recommend under Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss.

Retirement Plan Services

NLFP offers Nondiscretionary Investment Advisory Services and Retirement Plan Consulting Services to employer-sponsored retirement plans and their participants. Depending on the type of the plan and the specific arrangement with the Sponsor, we may provide one or more of these services. Upon being engaged by the Sponsor, we will provide a copy of this Form ADV Part 2; an Investment Fiduciary & Retirement Plan Consulting Agreement (“Agreement”) for review, along with a copy of our Privacy Policy.

These services are designed to allow the Sponsor to retain full discretionary authority or control over assets of the Plan. We will solely be making recommendations to the Sponsor. We will perform these nondiscretionary investment advisory services through our IARs, and may charge a fee for these fiduciary services, as described in this Form ADV and the Agreement. We will perform these investment advisory services to the Plan as a fiduciary defined under ERISA Section 3(21) and will act with the degree of diligence, care and skill that a prudent person rendering similar services would exercise under similar circumstances.

The Sponsor may engage us to perform one or more of the following nondiscretionary investment advisory services:

INVESTMENT POLICY STATEMENT (“IPS”)

Advisor will review with Sponsor the investment objectives, risk tolerance and goals of the Plan. If the Plan does not have an IPS, Advisor will provide recommendations to Sponsor to assist with establishing an IPS. If the Plan has an existing IPS, Advisor will review it for consistency with the Plan's objectives. If the IPS does not represent the objectives of the Plan, Advisor will recommend to Sponsor revisions to align the IPS with the Plan's objectives.

ADVICE RE DESIGNATED INVESTMENT ALTERNATIVES (“DIAs”)

Based on the Plan's IPS or other guidelines established by the Plan, Advisor will review the investment options available to the Plan and will make recommendations to assist Sponsor with selecting DIAs to be offered to Plan participants. Once Sponsor selects the DIAs, Advisor will, on a periodic basis and/or upon reasonable request, provide reports and information to assist Sponsor with monitoring the DIAs. If a DIA is required to be removed, Advisor will provide recommendations to assist Sponsor with replacing the DIA.

ADVICE RE QUALIFIED DEFAULT INVESTMENT ALTERNATIVE(S) (“QDIA(s)”)

Based on the Plan's IPS or other guidelines established by the Plan, Advisor will review the investment options available to the Plan and will make recommendations to assist Sponsor with selecting or replacing the Plan's QDIA(s)

INVESTMENT ADVICE

Based on the Plan's IPS, Advisor will review the investment options available to the Plan and will make recommendations to assist Sponsor with selecting investments that meet the IPS criteria. Once Sponsor selects the investment(s), Advisor will, on a periodic basis and/or upon reasonable request, provide reports and information to assist Sponsor with monitoring the investment(s). If the IPS criteria require any investment(s) to be replaced, Advisor will provide recommendations to assist Sponsor with replacing the investment(s).

ADVICE RE THIRD PARTY MANAGERS

Based on the Plan's IPS or other investment guidelines established by the Plan, Advisor will review the third-party investment managers available to the Plan and will make recommendations to assist Sponsor with selecting a manager to manage some or all of the Plan's investments. Once Sponsor approves the manager(s), Advisor will provide reports, information and recommendations, on a periodic basis, designed to assist Sponsor with monitoring the managers. If the IPS criteria require any manager to be removed, Advisor will provide recommendations to assist Sponsor with evaluating replacement managers.

Retirement Plan Consulting Services are designed to allow our IARs to assist the Sponsor in meeting his/her fiduciary duties to administer the plan in the best interests of plan participants and their beneficiaries. Retirement Plan Consulting Services may only be performed so that they would not be considered fiduciary services under ERISA. The Sponsor may elect for our IARs to assist with any of the following services:

ADMINISTRATIVE SUPPORT

- ✓ Assist Sponsor in reviewing objectives and options available through the plan
- ✓ Review plan committee structure and administrative policies/procedures
- ✓ Recommend participant education and communication policies under ERISA 404(c)
- ✓ Deliver fiduciary training periodically or upon reasonable request
- ✓ Recommend procedures for responding to participant requests

OVERSIGHT OF RELATIONSHIP WITH SERVICE PROVIDER

- ✓ Assist fiduciaries with a process to select, monitor and replace service providers
- ✓ Assist fiduciaries with review of Covered Service Providers ("CSP") and fee benchmarking
- ✓ Provide reports and/or information designed to assist fiduciaries with monitoring CSPs
- ✓ Assist with use of ERISA Spending Accounts or Plan Expense Recapture Accounts (PERA)
- ✓ Assist with preparation and review of Requests for Proposals (RFPs) and/or Information
- ✓ Coordinate and assist with CSP replacement and conversion

INVESTMENTS

- ✓ Periodic review of investment policy in the context of plan objectives
- ✓ Assist the plan committee with monitoring investment performance
- ✓ Provide analysis of investment managers and model portfolios
- ✓ Assist with Designated Investment Managers (DIMs) and/or third-party advice providers as necessary
- ✓ Educate plan committee members, as needed, regarding replacement of DIA(s) and/or QDIA(s)

PARTICIPANT SERVICES

- ✓ Facilitate group enrollment meetings
- ✓ Assist plan participants with financial wellness education, retirement planning and/or gap analysis

Potential Additional Retirement Services Provided Outside of the Agreement

In providing Retirement Plan Services, NLFP and its IARs may establish a client relationship with one or more plan participants or beneficiaries. Such client relationships develop in various ways, including, without limitation:

1. as a result of a decision by the participant or beneficiary to purchase services from NLFP not involving the use of plan assets;
2. as part of an individual or family financial plan for which any specific recommendations concerning the allocation of assets or investment recommendations relate exclusively to assets held outside of the plan; or
3. through an Individual Retirement Account rollover (“IRA Rollover”).

If NLFP is providing Retirement Plan Services to a plan, IARs may, when requested by a Plan participant or beneficiary, arrange to provide services to that participant or beneficiary through a separate agreement that excludes any investment advice on plan assets (but may consider the participant’s or beneficiary’s interest in the plan in providing that service). If a Plan participant or beneficiary desires to affect an IRA Rollover, IAR will obtain a written acknowledgement from the Plan participant, known as the Retirement Plan Withdrawals: Information & Disclosure. Any decision to affect the rollover or about what to do with the rollover assets remain that of the participant or beneficiary alone.

In providing these optional services, we may offer employers and employees information on other financial and retirement products or services offered by NLFP and our IARs.

Use of Independent Managers

As mentioned above, NLFP may recommend certain *Independent Managers* to actively manage a portion of its clients’ assets. The specific terms and conditions under which a client engages an *Independent Manager* are set forth in a separate written agreement between the designated *Independent Manager* and either NLFP or the client. In addition to this brochure, clients also receive the written disclosure documents of the designated *Independent Managers* engaged to manage their assets.

NLFP evaluates various information about the *Independent Managers* chosen to manage client portfolios. The Firm generally reviews a variety of different resources, which may include the *Independent Managers’* public disclosure documents, materials supplied by the *Independent Managers* themselves, and other third-party analyses it believes are reputable. To the extent possible, the Firm seeks to assess the *Independent Managers’* investment strategies, past performance and risk results in relation to its clients’ individual portfolio allocations and risk exposures. NLFP also takes into consideration each *Independent Manager’s* management style, returns, reputation, financial strength, reporting, pricing and research capabilities, among other related factors.

NLFP continues to provide services relative to the discretionary or non-discretionary selection of the *Independent Managers*. On an ongoing basis, the Firm monitors the performance of those accounts being managed by *Independent Managers* by reviewing the summary account statements and trade confirmations produced by the *Financial Institutions*, as well as other performance information furnished by the *Independent Managers* and/or other third-party providers. NLFP seeks to ensure the *Independent Managers’* strategies and target allocations remain aligned with its clients’ investment objectives and overall best interests.

Item 5. Fees and Compensation

NLFP offers its services on a fee basis, which may include hourly and/or fixed fees, as well as fees based upon assets under management or advisement. Additionally, certain of NLFP’s *Supervised Persons*, in their individual capacities, may offer securities brokerage services and insurance products under a separate commission arrangement.

Financial Planning and Consulting Fees

NLFP generally charges either an hourly or a fixed fee to provide clients with stand-alone financial planning or consulting services. These fees are largely determined by the scope and complexity of the agreed upon services and range from \$1,250 to \$25,000+ on a fixed fee basis or \$200 to \$400 on an hourly basis.

The specific terms and fee structure are negotiated in advance and set forth in the *Agreement* with NLFP. Generally, NLFP requires one-half of the financial planning or consulting fee payable upon execution of the *Agreement* and the balance due at the time the financial plan is delivered or the underlying services are rendered to completion. Clients may elect to have NLFP directly debit fees from a non-qualified account or send them an invoice for payment.

Investment Management Fees

NLFP provides investment management services for an annual fee based on the amount of assets under the firm’s management. This fee varies depending upon the size of a client’s portfolio and the type of services rendered, based on the following progressive tiered fee schedule:

Annual Management Fee – Choice Based Fee Schedule			
Select Advisor Access		Investment Only	
\$0 to \$500,000	1.00% of assets	\$0 to \$1,000,000	0.50% of assets
\$500,001 to \$1,000,000	0.75% of assets over \$500,000	\$1,000,001 to \$2,000,000	0.40% of assets
\$1,000,001 to \$3,000,000	0.50% of assets over \$1,000,000	\$2,000,001 to \$5,000,000	0.30% of assets
\$3,000,001 to \$5,000,000	0.40% of assets over \$3,000,000	\$5,000,001 to \$10,000,000	0.25% of assets
\$5,000,001 to \$10,000,000	0.25% of assets over \$5,000,000	>\$10,000,000	Negotiable
>\$10,000,000	Negotiable	Minimum Annual Fee - \$1,000	
Digital Investment Platform – 0.5% of assets (\$5,000 account minimum)			

This fee is calculated based on average daily account balance and charged quarterly in arrears, based upon the market value of the assets being managed by NLFP.

NLFP acts as portfolio manager using the strategy and portfolio selected on the Portfolio Selection and Risk Tolerance form. Clients may receive advisor service on a comprehensive basis (“Select Advisor Access”) or receive only account investment management (“Investment Only”). If “Investment Only” services are selected, the client may only receive other advisory services by completion of a separate contract for those services that allows them to pay an additional hourly or flat fee. If a "Digital Investment Platform" account is selected, funds will be directed by the client's risk tolerance and a third party model, based on the client's answers to risk tolerance questions. Additional services may be received after

completion of a separate contract for services that allow the client to pay an additional flat or hourly fee.

In the event the *Agreement* is terminated, the fee for the final billing period is prorated through the effective date of the termination and the outstanding balance is charged to the client, as appropriate.

Fees for the Retirement Plan Services (“Fees”) are negotiable based on plan needs and plan asset size, ranging from .15% to .5% of plan assets. Additional retirement plan consulting would be determined by a separate agreement with a flat fee.

Fee Discretion

NLFP, in its sole discretion, may negotiate to charge a lesser fee based upon certain criteria, such as anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, pre-existing client relationship, account retention and *pro bono* activities.

Additional Fees and Expenses

In addition to the advisory fees paid to NLFP, clients may also incur certain charges imposed by other third parties, such as broker-dealers, custodians, trust companies, banks and other financial institutions (collectively “*Financial Institutions*”). These additional charges may include securities brokerage commissions, transaction fees, custodial fees, fees charged by the *Independent Managers*, charges imposed directly by a mutual fund or ETF in a client’s account, as disclosed in the fund’s prospectus (e.g., fund management fees and other fund expenses), deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.

Variable Annuities

The fees are negotiable depending on the level of assets, scope and complexity of the services provided. The fee will be charged quarterly in accordance with client’s agreement with the insurance company and/or as described in the variable annuity prospectus. The maximum fee for variable annuities is 1.00%. Variable annuities also charge internal fees for mortality, administration and contract fees (M&A fees), which are disclosed in the variable annuity prospectus. This is determined by the client agreement established with the insurance company. NLFP receives no portion of the M&A fees.

Fee Debit

Clients may grant NLFP the authority to directly debit their accounts for payment of the Firm’s investment advisory fees. The *Financial Institutions* that act as qualified custodian for client accounts have agreed to send statements to clients not less than quarterly detailing all account transactions, including any amounts paid to NLFP.

Account Additions and Withdrawals

Clients may make additions to and withdrawals from their account at any time, subject to NLFP’s right to terminate an account. Additions may be in cash or securities provided that the Firm reserves the right to liquidate any transferred securities or decline to accept particular securities into a client’s account. Clients may withdraw account assets on notice to NLFP, subject to the usual and customary securities settlement procedures. However, NLFP designs its portfolios as long-term investments and the withdrawal of assets may impair the achievement of a client’s investment objectives. NLFP may consult with its clients about the options and implications of transferring securities. Clients are

advised that when transferred securities are liquidated, they may be subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax ramifications.

Commissions or Sales Charges for Recommendations of Securities

Clients can engage certain persons associated with NLFP (but not NLFP) to render securities brokerage services under a separate commission-based arrangement. Clients are under no obligation to engage such persons and may choose brokers or agents not affiliated with NLFP.

Under this arrangement, the Firm's *Supervised Persons*, in their individual capacities as registered representatives of Mutual Securities, Inc. ("MSI"), may provide securities brokerage services and implement securities transactions under a separate commission based arrangement. *Supervised Persons* may be entitled to a portion of the brokerage commissions paid to *MSI*, as well as a share of any ongoing distribution or service (trail) fees from the sale of mutual funds. NLFP may also recommend no-load or load-waived funds, where no sales charges are assessed. Prior to effecting any transactions, clients are required to enter into a separate account agreement with *MSI*. NLFP does not receive any portion of the commissions or transactional fees charged by *MSI*.

A conflict of interest exists to the extent that NLFP recommends the purchase of securities where NLFP's *Supervised Persons* receive commissions or other additional compensation as a result of NLFP's recommendations. NLFP has procedures in place to ensure that any recommendations made by such *Supervised Persons* are in the best interest of clients.

Item 6. Performance-Based Fees and Side-by-Side Management

NLFP does not provide any services for a performance-based fee (i.e., a fee based on a share of capital gains or capital appreciation of a client's assets).

Item 7. Types of Clients

NLFP provides its services primarily to individuals, trusts, estates, charitable organizations, corporations, retirement plans and other business entities.

Our Retirement Plan Services are available to clients that are sponsors or other fiduciaries to Plans, including 401(k), 457(b), 403(b) and 401(a) plans. Plans include participant-directed defined contribution plans and defined benefit plans. Plans may or may not be subject to ERISA.

Minimum Account Requirements

NLFP does not impose a minimum portfolio value for starting and maintaining an investment management, Retirement Plan Consulting or FCA relationship. The Investment Only choice-based fee minimum is \$1,000. Also, as a condition for starting and engaging the Firm for a stand-alone financial planning or FCA relationship, NLFP generally imposes a minimum fee of \$1,250 for Basic services and a minimum fee \$2,250 for Advanced services.

This minimum fee may have the effect of making NLFP's services cost prohibitive for certain clients. NLFP, in its

sole discretion, may waive its minimum annual fee based upon certain criteria, such as anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, pre-existing client relationships, account retention, and *pro bono* activities.

Certain *Independent Managers* may impose more restrictive account requirements and varying billing practices than NLFP. In these instances, NLFP may alter its corresponding account requirements and/or billing practices to accommodate those of the *Independent Managers*.

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

Methods of Analysis

NLFP may utilize a combination of fundamental, cyclical and behavioral finance methods of analysis.

Fundamental analysis involves an evaluation of the fundamental financial condition and competitive position of a particular fund or issuer. For NLFP, this process typically involves an analysis of an issuer's management team, investment strategies, style drift, past performance, reputation and financial strength in relation to the asset class concentrations and risk exposures of the Firm's model asset allocations. A substantial risk in relying upon fundamental analysis is that while the overall health and position of a company may be good, evolving market conditions may negatively impact the security.

Cyclical analysis is similar to fundamental analysis in that it involves the assessment of market conditions at a macro (entire market or economy) or micro (company specific) level, rather than focusing on the overall fundamental analysis of the health of the particular company that NLFP is recommending. The risks with cyclical analysis are similar to those of technical analysis.

Behavioral Finance analysis involves an examination of conventional economic as well as behavioral and cognitive psychological factors. Behavioral finance methodology seeks to combine a qualitative and quantitative approach to provide explanations for why individuals may, at times, make irrational financial decisions. Where conventional financial theories have failed to explain certain patterns, the behavioral finance methodology investigates the underlying reasons and biases that cause some people to behave against their best interests. Risks of relying on a behavioral finance analysis include spotting trends in human behavior that may not predict future trends.

Investment Strategies

NLFP offers custom and portfolio allocation strategies to its clients for the management of their investment portfolios. Both allocation strategies begin with determining an appropriate strategic allocation based on the client's investment goals, objectives, time horizon and risk tolerance.

With both custom and portfolio allocation strategies, the underlying assets are regularly reviewed to determine if each asset class is appropriate to be included in the portfolio. The Firm takes into account a myriad of factors when making these determinations. The models range from aggressive accumulation to preservation of capital. While restrictions cannot typically be placed on the model portfolios, NLFP offers its clients more flexibility when participating

in custom portfolios.

Risks of Loss

General Risk of Loss

Investing in securities involves the risk of loss. Clients should be prepared to bear potential losses.

Market Risks

The profitability of a significant portion of NLFP's recommendations may depend to a great extent upon correctly assessing the future course of price movements of stocks and bonds. There can be no assurance that NLFP will be able to predict those price movements accurately.

Mutual Funds and ETFs

An investment in a mutual fund or ETF involves risk, including the loss of principal. Mutual fund and ETF shareholders are necessarily subject to the risks stemming from the individual issuers of the fund's underlying portfolio securities. Such shareholders are also liable for taxes on any fund-level capital gains, as mutual funds and ETFs are required by law to distribute capital gains in the event they sell securities for a profit that cannot be offset by a corresponding loss.

Shares of mutual funds are generally distributed and redeemed on an ongoing basis by the fund itself or a broker acting on its behalf. The trading price at which a share is transacted is equal to a fund's stated daily per share net asset value ("NAV"), plus any shareholders fees (e.g., sales loads, purchase fees, redemption fees). The per share NAV of a mutual fund is calculated at the end of each business day, although the actual NAV fluctuates with intraday changes to the market value of the fund's holdings. The trading prices of a mutual fund's shares may differ significantly from the NAV during periods of market volatility, which may, among other factors, lead to the mutual fund's shares trading at a premium or discount to actual NAV.

Shares of ETFs are listed on securities exchanges and transacted at negotiated prices in the secondary market. Generally, ETF shares trade at or near their most recent NAV, which is generally calculated at least once daily for indexed-based ETFs and more frequently for actively managed ETFs. However, certain inefficiencies may cause the shares to trade at a premium or discount to their *pro rata* NAV. There is also no guarantee that an active secondary market for such shares will develop or continue to exist. Generally, an ETF only redeems shares when aggregated as creation units (usually 50,000 shares or more). Therefore, if a liquid secondary market ceases to exist for shares of a particular ETF, a shareholder may have no way to dispose of such shares.

Use of Independent Managers

NLFP may recommend the use of Independent Managers. In these situations, NLFP continues risk based due diligence on such managers, but such recommendations rely to a great extent on the Independent Managers' ability to successfully implement their investment strategies. In addition, NLFP generally may not have the ability to supervise the Independent Managers on a day-to-day basis.

Real Estate Investment Trusts (REITs)

NLFP may recommend an investment in, or allocate assets among, various real estate investment trusts (“REITs”), the shares of which exist in the form of either publicly traded or privately placed securities. REITs are collective investment vehicles with portfolios comprised primarily of real estate and mortgage related holdings. Many REITs hold heavy concentrations of investments tied to commercial and/or residential developments, which inherently subject REIT investors to the risks associated with a downturn in the real estate market. Investments linked to certain regions that experience greater volatility in the local real estate market may give rise to large fluctuations in the value of the vehicle’s shares. Mortgage related holdings may give rise to additional concerns pertaining to interest rates, inflation, liquidity and counterparty risk.

Management through Similarly Managed “Model” Accounts

NLFP manages certain accounts through the use of similarly managed “model” portfolios, whereby the firm allocates all or a portion of its clients’ assets among various mutual funds and/or securities on a discretionary basis using one or more of its proprietary investment strategies. In managing assets through the use of models, the firm remains in compliance with the safe harbor provisions of Rule 3a-4 of the Investment Company Act of 1940.

The strategy used to manage a model portfolio may involve an above average portfolio turnover that could negatively impact clients’ net after tax gains. While the firm seeks to ensure that clients’ assets are managed in a manner consistent with their individual financial situations and investment objectives, securities transactions effected pursuant to a model investment strategy are usually done without regard to a client’s individual tax ramifications. Clients should contact NLFP if they experience a change in their financial situation or if they want to impose reasonable restrictions on the management of their accounts.

Item 9. Disciplinary Information

NLFP has not been involved in any legal or disciplinary events that are material to a client’s evaluation of its advisory business or the integrity of its management.

Item 10. Other Financial Industry Activities and Affiliations

Registered Representatives of Broker Dealer

Certain of the Firm’s *Supervised Persons* are registered representatives of *MSI* and may provide clients with securities brokerage services under a separate commission-based arrangement. This arrangement is described at length in Item 5.

Receipt of Insurance Commissions

Certain of NLFP’s *Supervised Persons*, in their individual capacities, are also licensed insurance agents. When appropriate, these *Supervised Persons*, in their individual capacities, may recommend the purchase of certain insurance products to advisory clients on a commission basis. A conflict of interest exists to the extent that NLFP

recommends the purchase of insurance products where its *Supervised Persons receive* insurance commissions or other additional compensation. As a result NLFP has procedures in place to ensure that any recommendations made by such Supervised Persons are in the best interest of its clients.

Item 11. Code of Ethics

NLFP and persons associated with NLFP (“Associated Persons”) are permitted to buy or sell securities that it also recommends to clients consistent with the Firm’s policies and procedures.

NLFP has adopted a code of ethics that sets forth the standards of conduct expected of its associated persons and requires compliance with applicable securities laws (“*Code of Ethics*”). NLFP’s *Code of Ethics* contains written policies reasonably designed to prevent the unlawful use of material non-public information by the Firm or any of its associated persons. The *Code of Ethics* also requires that certain of NLFP’s personnel (called “*Access Persons*”) report their personal securities holdings and transactions and obtain pre-approval of certain investments such as initial public offerings and limited offerings.

When the Firm is engaging in or considering a transaction in any security on behalf of a client, no Access Person may effect for themselves or for their immediate family (i.e., spouse, minor children, and adults living in the same household as the Access Person) a transaction in that security unless:

- the transaction has been completed;
- the transaction for the Access Person is completed as part of a batch trade (as defined below in Item 12) with clients; or
- a decision has been made not to engage in the transaction for the client.

These requirements are not applicable to: (i) direct obligations of the Government of the United States; (ii) money market instruments, bankers’ acceptances, bank certificates of deposit, commercial paper, repurchase agreements and other high quality short-term debt instruments, including repurchase agreements; (iii) shares issued by mutual funds or money market funds; and (iv) shares issued by unit investment trusts that are invested exclusively in one or more mutual funds.

This *Code of Ethics* has been established recognizing that some securities trade in sufficiently broad markets to permit transactions by *Access Persons* to be completed without any appreciable impact on the markets of such securities. Therefore, under certain limited circumstances, exceptions may be made to the policies stated above.

Clients and prospective clients may contact NLFP to request a copy of its *Code of Ethics*.

Item 12. Brokerage Practices

NLFP generally recommends that clients utilize the brokerage and clearing services of Fidelity Institutional Wealth Services (“*Fidelity*”) for investment management accounts.

Factors which NLFP considers in recommending *Fidelity* or any other broker-dealer to clients include their respective financial strength, reputation, execution, pricing, research and service. *Fidelity* enables NLFP to obtain many mutual

funds without transaction charges and other securities at nominal transaction charges. The commissions and/or transaction fees charged by *Fidelity* may be higher or lower than those charged by other *Financial Institutions*.

The commissions paid by NLFP's clients comply with the Firm's duty to obtain "best execution." Clients may pay commissions that are higher than another qualified *Financial Institution* might charge to effect the same transaction where NLFP determines that the commissions are reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a *Financial Institution's* services, including among others, the value of research provided, execution capability, commission rates, and responsiveness.

NLFP seeks competitive rates but may not necessarily obtain the lowest possible commission rates for client transactions.

NLFP periodically and systematically reviews its policies and procedures regarding its recommendation of Financial Institutions in light of its duty to obtain best execution.

The client may direct NLFP in writing to use a particular *Financial Institution* to execute some or all transactions for the client. In that case, the client will negotiate terms and arrangements for the account with that *Financial Institution*, and the Firm will not seek better execution services or prices from other *Financial Institutions* or be able to "batch" client transactions for execution through other *Financial Institutions* with orders for other accounts managed by NLFP (as described below). As a result, the client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case. Subject to its duty of best execution, NLFP may decline a client's request to direct brokerage if, in the Firm's sole discretion, such directed brokerage arrangements would result in additional operational difficulties or violate restrictions imposed by other broker-dealers (as further discussed below).

Transactions for each client generally will be effected independently, unless NLFP decides to purchase or sell the same securities for several clients at approximately the same time. NLFP may (but is not obligated to) combine or "batch" such orders to obtain best execution, to negotiate more favorable commission rates, or to allocate equitably among NLFP's clients differences in prices and commissions or other transaction costs that might not have been obtained had such orders been placed independently. Under this procedure, transactions will generally be averaged as to price and allocated among NLFP's clients pro rata to the purchase and sale orders placed for each client on any given day. To the extent that NLFP determines to aggregate client orders for the purchase or sale of securities, including securities in which NLFP's *Supervised Persons* may invest, the Firm generally does so in accordance with applicable rules promulgated under the Advisers Act and no-action guidance provided by the staff of the U.S. Securities and Exchange Commission. NLFP does not receive any additional compensation or remuneration as a result of the aggregation. In the event that the Firm determines that a prorated allocation is not appropriate under the particular circumstances, the allocation will be made based upon other relevant factors, which may include: (i) when only a small percentage of the order is executed, shares may be allocated to the account with the smallest order or the smallest position or to an account that is out of line with respect to security or sector weightings relative to other portfolios, with similar mandates; (ii) allocations may be given to one account when one account has limitations in its investment guidelines which prohibit it from purchasing other securities which are expected to produce similar investment results and can be purchased by other accounts; (iii) if an account reaches an investment guideline limit

and cannot participate in an allocation, shares may be reallocated to other accounts (this may be due to unforeseen changes in an account's assets after an order is placed); (iv) with respect to sale allocations, allocations may be given to accounts low in cash; (v) in cases when a pro rata allocation of a potential execution would result in a *de minimis* allocation in one or more accounts, NLFP may exclude the account(s) from the allocation; the transactions may be executed on a pro rata basis among the remaining accounts; or (vi) in cases where a small proportion of an order is executed in all accounts, shares may be allocated to one or more accounts on a random basis.

Consistent with obtaining best execution, brokerage transactions may be directed to certain broker-dealers in return for investment research products and/or services which assist NLFP in its investment decision-making process. Such research generally will be used to service all of the Firm's clients, but brokerage commissions paid by one client may be used to pay for research that is not used in managing that client's portfolio. The receipt of investment research products and/or services as well as the allocation of the benefit of such investment research products and/or services poses a conflict of interest because NLFP does not have to produce or pay for the products or services.

Commissions or Sales Charges for Recommendations of Securities

As discussed above, certain *Supervised Persons* in their respective individual capacities, are registered representatives of *MSI*. These *Supervised Persons* are subject to FINRA Rule 3040 which restricts registered representatives from conducting securities transactions away from their broker-dealer unless *MSI* provides written consent. Therefore, clients are advised that certain *Supervised Persons* may be restricted to conducting securities transactions through *MSI* unless they first secure written consent from *MSI* to execute securities transactions through a different broker-dealer. Absent such written consent or separation from *MSI*, these *Supervised Persons* are prohibited from executing securities transactions through any broker-dealer other than *MSI* under *MSI*'s internal supervisory policies. NLFP is cognizant of its duty to obtain best execution and has implemented policies and procedures reasonably designed in such pursuit.

Software and Support Provided by Financial Institutions

NLFP may receive from *Fidelity*, without cost to NLFP, computer software and related systems support, which allow NLFP to better monitor client accounts maintained at *Fidelity*. NLFP may receive the software and related support without cost because NLFP renders investment management services to clients that maintain assets at *Fidelity*. The software and support is not provided in connection with securities transactions of clients (i.e. not "soft dollars"). The software and related systems support may benefit NLFP, but not its clients directly. In fulfilling its duties to its clients, NLFP endeavors at all times to put the interests of its clients first. Clients should be aware, however, that NLFP's receipt of economic benefits from a broker-dealer creates a conflict of interest since these benefits may influence NLFP's choice of broker-dealer over another broker-dealer that does not furnish similar software, systems support or services.

Additionally, NLFP may receive the following benefits from *Fidelity* through the Fidelity Institutional Wealth Services Group: receipt of duplicate client confirmations and bundled duplicate statements; access to a trading desk that exclusively services its Institutional Wealth Services Group 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.

Item 13. Review of Accounts

Account Reviews

For those clients to whom NLFP provides investment management services, NLFP monitors those portfolios as part of an ongoing process. Model portfolios are reviewed on an on-going basis, and formally quarterly by our Investment Direction Committee. For those clients to whom NLFP provides financial planning and/or consulting services, reviews are conducted on an “as needed” basis. All investment advisory clients are encouraged to discuss their needs, goals and objectives with NLFP and to keep NLFP informed of any changes thereto. The Firm contacts Select Advisor Access investment advisory clients at least annually to review its previous services and/or recommendations and to discuss the impact resulting from any changes in the client’s financial situation and/or investment objectives. The firm contacts Retirement Plan Service clients at least once a year for a review.

Account Statements and Reports

Clients are provided with transaction confirmation notices and regular summary account statements directly from the *Financial Institutions* where their assets are custodied. From time-to-time or as otherwise requested, clients may also receive written or electronic reports from NLFP and/or an outside service provider, which contain certain account and/or market-related information, such as an inventory of account holdings or account performance. Clients should compare the account statements they receive from their custodian with those they receive from NLFP or an outside service provider.

Those clients to whom NLFP provides financial planning and/or consulting services will receive reports from NLFP summarizing its analysis and conclusions as requested by the client or as otherwise agreed to in writing by NLFP.

Item 14. Client Referrals and Other Compensation

Client Referrals and Other Compensation

We have entered into an agreement to share 10% of our fees received on certain fee-based (non-commissionable) variable annuity contracts (“fee based VA contracts”) with Mutual Securities, Inc. (“MSI”), our unaffiliated broker-dealer. This fee is paid as consideration for the services provided by MSI for compliance review and oversight of these fee-based VA contracts and their associated transactions. The percentage of fee shared with MSI is fully disclosed to clients in the Variable Annuity Non-Discretionary Advisory Agreement (“Fee-based VA Agreement”). The fee paid to MSI is a portion of, and not in addition to, the fee agreed to by the client in the fee based VA Agreement. MSI will not receive any additional compensation in relation to these fee-based annuity contracts. We are not affiliated with MSI.

If a client is introduced to NLFP by either an unaffiliated or an affiliated solicitor, NLFP may pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Advisers Act and any corresponding state securities law requirements. Any such referral fee is paid solely from NLFP’s investment management or financial planning fee, and does not result in any additional charge to the client. If the client is introduced to NLFP by an unaffiliated solicitor, the solicitor provides the client with a copy of NLFP’s written disclosure brochure which meets the requirements of Rule 204-3 of the Advisers Act and a copy of the solicitor’s disclosure statement containing the terms and conditions of the solicitation arrangement including compensation. Any affiliated solicitor of NLFP discloses the

nature of his/her relationship to prospective clients at the time of the solicitation and will provide all prospective clients with a copy of NLFP's written disclosure brochure at the time of the solicitation.

Alternatively, if the firm introduces a client or prospective client to a registered investment adviser in exchange for a referral fee, NLFP will do so in accordance with the requirements of Rule 206(4)-3 of the Advisers Act and any corresponding state securities law requirements (as described above).

Other Economic Benefits

NLFP is required to disclose any relationship or arrangement where it receives an economic benefit from a third party (non-client) for providing advisory services. This type of relationship poses a conflict of interest and any such relationship is disclosed in response to Item 12, above.

Item 15. Custody

NLFP's *Agreement* and/or the separate agreement with any *Financial Institution* may authorize NLFP through such *Financial Institution* to debit the client's account for the amount of NLFP's fee and to directly remit that management fee to NLFP in accordance with applicable custody rules. These statements are provided by the *Financial Institution*, while NLFP maintains copies of such statements.

Any third party account transfer's from a custodial account at a *Financial Institution* will follow the rules indicated by the SEC, including the *Financial Institution* verifying the client's signature, providing prompt notice to the client and an initial notice confirming instructions. NLFP will maintain records showing that the third party is not a related party of NLFP, or located at the same address as NLFP.

Item 16. Investment Discretion

NLFP is given the authority to exercise discretion on behalf of clients. NLFP is considered to exercise investment discretion over a client's account if it can effect transactions for the client without first having to seek the client's consent. NLFP is given this authority through a power-of-attorney included in the agreement between NLFP and the client. Clients may request a limitation on this authority (such as certain securities not to be bought or sold). NLFP takes discretion over the following activities:

- The securities to be purchased or sold;
- The amount of securities to be purchased or sold; and
- When transactions are made.

Item 17. Voting Client Securities

NLFP is required to disclose if it accepts authority to vote client securities. NLFP does not vote client securities on behalf of its clients. Clients receive proxies directly from the *Financial Institutions*.

Item 18. Financial Information

NLFP is not required to disclose any financial information pursuant to this Item due to the following:

- The Firm does not require or solicit the prepayment of more than \$1,200 in fees six months or more in advance of services rendered;
- The Firm does not have a financial condition that is reasonably likely to impair its ability to meet contractual commitments to clients; and
- The Firm has not been the subject of a bankruptcy petition at any time during the past ten years.