



Item 1 – Title Page

# Form ADV Part 2A Brochure Leading Edge Financial Planning, LLC

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March 19, 2024

This brochure provides information about the qualifications and business practices of Leading Edge Financial Planning, LLC or “LEFP”. If you have any questions about the contents of this brochure, please contact us at 316-768-7526 and/ or [mike@leadingedgefp.com](mailto:mike@leadingedgefp.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. LEFP is a registered investment advisor. Registration as an investment advisor does not imply any level of skill or training. The oral and written communications of an advisor provide you with information from which you can determine whether to hire or retain an advisor. Information about individual advisors are available at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

Additional information about LEFP is also available via the SEC’s web site:  
[www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).



## Item 2 – Material Changes

Pursuant to SEC and similar state Rules, we will deliver to you a summary of any material changes to this and subsequent Brochures within 120 days of the close of our fiscal year. We may further provide other ongoing disclosure information about material changes as necessary. All such information will be provided to you free of charge.

Currently, our Brochure may be requested by contacting us at (316)768-7526. Additional information about LEFP is also available via the SEC's web site [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The SEC's web site also provides information about any persons affiliated with LEFP who are registered as investment advisor representatives of the firm.

Material Changes to this brochure from the last updating amendment of Leading Edge Financial Planning LLC on 08/30/2023 include:

Item 4;

Updates to our end-of-year assets under management amounts.

Item 5:

Updates to our fee-billing schedules to account for new fee schedules and alternate types of billing, such as Average Daily Balance billing.

Item 10:

Updates to our financial affiliations. LEFP now can derive revenue from the fee-sharing agreement Leading Edge Growth, LLC (LEG) has with Bryan Elmore and Bryan Elmore, CPA.

Michael Proctor is now working with medical bill-sharing organizations such as Health Trust Financial, L.L.C. (Medi-Share).

Item 19:

LEFP's business engagement with Secure Financial Firm ended.



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## Item 4 – Advisory Business

### Ownership and Management

“Leading Edge Financial Planning, LLC,” (LEFP) is registered or exempt as an investment advisor with the state of Kansas and all other states in which it has clients. LEFP is organized as a limited liability company under the laws of the State of Kansas and has been in business since 2017. The firm is owned by Michael S. Proctor, who serves as its President, CEO and CCO.

### Types of Services

LEFP provides the following services:

1. Financial Planning
2. Portfolio Management
3. Retirement Plan Services
4. Wrap Fee Accounts
5. Seminars and Workshops

#### **1. Financial Planning**

LEFP offers and specializes in financial planning services. Our analysis typically includes insurance planning, retirement savings, asset allocation and asset location, retirement, life event planning (such as college, major purchase or extended medical care costs) and retirement cashflow planning. It often may include other incidental advice of paying down debt, managing a budget, practical cost control tips or how to discuss topics with family. We value the legacy our clients wish to leave and engage in discussion when appropriate regarding estate planning techniques such as use of wills, trusts and proactive stewardship of relationships for those affected.

Our philosophy for planning is that generally it is best to compile an initial financial plan and then proceed to scenario planning. The financial planning and wealth management software LEFP utilizes primarily is eMoney Advisor Pro<sup>®</sup>. This software is robust in the client engagement and assists in efficiently processing large amounts of information and decision-making. If we do start down the process of planning and find something that must be covered before we resume, it’s okay to work on that instead. Occasionally this is the case where refocusing our efforts to fix issues or clarifying information is needed to have a productive, effective experience.

The financial planning engagement always begins with defining the scope of the engagement, services to be included and agreement on amount of fees and structure.



Generally, an initial meeting will suffice to determine the best way to move forward in selection of the appropriate form of financial planning.

**We offer three forms of financial planning, which include:**

- a. Subscription Financial Planning
- b. Hourly Rate Financial Planning
- c. Fixed Fee Planning

a. Subscription Financial Planning

The monthly subscription model is often the most natural fit for the true flow of life, finances, and planning where we are in an ongoing relationship to assist as life evolves, goals change, and certainly unexpected events can change everything. This service begins with creating a financial plan ideally within the first 90 days of the engagement.

We begin with a discovery meeting to obtain the goals of the client, their objectives and what they would like to get out of the engagement. This often results in a list of documents we will require to learn more about the client's specific circumstances, needs, resources and future considerations. We are happy to assist during meeting times if the client would prefer in seeking the information out to facilitate the planning process and to keep it moving forward.

The next step in the planning process is to clarify and refine the information with the client. Sometimes it is appropriate to recalibrate goals at this stage as the plan comes into focus and we can begin determining which appropriate strategies would apply as options. We are able to do this either before a final meeting over the phone or video connection or we can have a meeting to review this with our financial planning software that allows us to have a more clear conversation with the client on preference, goal priority and how they would prefer to accomplish their goals.

If another meeting is necessary to clarify information, that sometimes happens and is acceptable. Generally, we can have a final meeting and agree on a course of action at that time and begin towards the implementation of the plan if some immediate action is necessary. There are often several recommendations given at that time with access to the report generated. If a client wishes a final copy printed, we are happy to do so or can make it available via pdf through the avenue of the client's choosing.

A financial plan will be completed by the end of the first six months which will assist the client in understanding their finances and future affairs relating to financial planning with action items that will assist them in completing their goals and objectives.

Once the plan is complete, we move into the implementation and ongoing relationship phase of the engagement. During this phase, we will have regular communication through



educational emails, check-ins, occasionally offer group learning or webinar events and of course review at a minimum annually your specific circumstances and any changes we may assist with or impacts it may have on your planning. We are here to help throughout the year in implementing the financial plan. We utilize tasks that flow through to the client portal in the client's personal website to remind them of what we are implementing and targets set to move the tasks forward.

The planning software also has robust alert systems to remind you of completing tasks, monitoring of accounts, spending, budgeting, and other important dates, etc. The website also serves as an excellent tool to share documents back and forth securely. The website also helps to perform budgeting functions, see their net worth in one place and has extensive reporting capabilities.

In an attempt to align workflow and serve multiple clients, we do have an ideal activities calendar to assist in spreading the communication and planning work out both for the office and clients. As our client base grows and time demands reach critical levels, we will make appropriate allocations of staff resources to meet needs. Additionally, we will have workflows in place to remind clients, when they are due for their financial plan review, estate and/ or insurance review, year-end tax review or detailed portfolio review, etc. The client also carries some responsibility in providing documents in a timely fashion, keeping appointments and reaching out when they have a need, concern or would like a meeting as needs and situations arise year-round, hence the relational design of the financial planning subscription service.

If a plan is not completed in the first six months fees will be earned based on time spent on the client in accordance with billable hourly rates in Item 5, Section 1.b. to do so. After applicable expenses are accounted for, any remaining fees will be returned to the client as specified in the planning engagement.

b. Hourly Rate Financial Planning

Hourly rate planning is a different method of paying for financial planning. It is based on billing rates in Item 5, section 1.b. being applied to work performed for the client relating to their financial planning.

The client has access to their financial planning portal on the financial planning website. At least one annual meeting is required to maintain client status and website access just like the monthly subscription model. The main difference is that the cost will be more volatile in nature and could become higher than the subscription model if significant work is completed in a short period of time.



c. Fixed Fee Planning

Fixed fee planning is substantially similar to subscription planning except it does not offer ongoing implementation services. After the plan is agreed upon and delivered, we offer up to six months to assist in implementing the recommendations. After those six months, the client can either subscribe to the subscription or hire us on an hourly rate adopting the plan into either engagement. It does not include ongoing education and follow-up support after the follow-up support concludes.

Unless a client engages one of the other planning services, access to the planning software would not be supported beyond the scope of the engagement and follow-up period.

The fees are discussed in further detail in Item 5, however half would be due up front and the other half of fees upon delivery of the plan. This is different than billing in arrears for the subscription model.

**2. Portfolio Management**

LEFP provides portfolio management on a discretionary basis. As such, LEFP has the authority to make trades within clients' accounts without their prior consent according to our agreed upon management of their account (See Investment Policy Statement). However, the firm's advisory services are tailored to the individual needs of each client. That process begins by conducting an initial meeting with clients to determine their personal goals regarding each account and conducting a risk assessment profile to determine how much investment risk they are willing to incur. Based upon those considerations, clients will generally be categorized into an appropriate investment strategy.

Small accounts at LEFP will naturally be managed differently than larger accounts. We consider accounts under \$50,000 to be "small accounts". At Schwab, accounts under \$5,000 are not able to take advantage of some management platforms that benefit from certain ETF low cost trading programs and therefore would incur higher trading fees if managed the same way. Even several instances of a \$25 trade fee can add up for small accounts to be counterproductive. Therefore, we may elect to invest in a single holding within the account that meets the client's objectives from an asset allocation, fee and diversification perspective. With small accounts, we often begin this way to avoid fee and logistical hurdles that may arise.

While LEFP generally applies allocation models based upon the selected strategy, clients may impose specific restrictions on investing in certain securities or types of securities on their investment management agreement and are reminded to notify the firm of any new restrictions on a quarterly basis. In addition, LEFP's investment advisor representatives hold investment review sessions with clients. LEFP's does not sponsor a wrap fee program, however may solicit wrap fee programs of other asset managers or custodians.



As of December 31, 2023, LEFP is nearing six years of active business with investments and financial planning. LEFP manages \$33.9 million (rounded to the nearest \$100,000) in individual accounts representing 350 clients. Approximately \$33.4 million are discretionarily managed by LEFP while \$500,000 are non-discretionary assets managed by SEI under the wrap account program as a co-advisor. LEFP provides service to 6 401(k) plans with \$4.6 million in assets in addition to assets under management. LEFP has 24 active financial planning clients and 374 clients in total among all engagements. Some clients were engaged in more than one capacity and are counted separately. Other assets are advised upon through financial planning; they are not reflected in portfolio management figures reported here.

### **3. Fee Wrap Accounts**

SEI Investments Management Corporation sponsors a wrap fee program on their platform which we utilize. They provide a separate brochure for their disclosures on their “Managed Account Solutions – Advisor Network”. In this type of account, we outsource the ETF management to SEI and acting in a co-advisor capacity, LEFP provides service to the client for the account, updating information and making any appropriate changes whether it is to stay in this program, change models within the program or transition to another method of management altogether.

The wrap fee program is a bundled fee service that includes brokerage, advisory and custody services, sometimes with a separate administrative fee. This is in lieu of individual brokerage and administrative fees to simplify account expenses and fees associated with trades and account activity. Please reference the separate disclosures for wrap-fee account specific expenses.

Within the SEI managed ETF fee wrap accounts, SEI manages the trades within the account and we work with the client to qualify which program or combination of strategies are appropriate for the client. Sometimes a client may use LEFP management alongside SEI. Our portfolio management consists of ETF and mutual fund selection with various asset allocations being the focus of our management strategy. Item 8 discusses more specifics on our investment philosophy and methods of analysis.

### **4. Retirement Plan Services**

LEFP offers retirement plan services according to its Retirement Plan Service Agreement. We assist plan sponsors in servicing, running and making decisions about how to manage their plan. We are not a 3(38) or 3(21) fiduciary. We help with coordinating or providing education, plan review, onboarding meeting with plan participants, shopping the plan and acting as support in coordinating plan services with the TPA or Custodian. In this capacity, we do not provide individualized investment advice. If a participant in one of these retirement plans wishes to engage LEFP for financial planning or asset management, they





must do so through a separate, individualized engagement document that is written and accepted by LEFP as described in [Item 4](#), subset 1,2 or 3.

## **5. Seminars and Workshops**

Educational Seminars and Workshops offered may include paid workshops for benefit of a company's retirement plan participants as a benefit to them to increase financial literacy, retirement readiness and motivation towards their financial goals. Other workshops offered may be focused on estate, business or succession planning for individuals or business owners. They may or may not have a fee associated with them depending on the context in which they are given. Generally, seminars sponsored by the advisor will not carry a fee.

## **Item 5 – Fees and Compensation**

### **1. Financial Planning Fees**

#### **a. Subscription Financial Planning**

With the monthly financial planning subscription service offered by LEFP, each engagement is discussed with the client up-front to determine scope, complexity, expectations, and the anticipated value to be realized from the planning services before determining the level of fees. If a client so-chooses, they may pay fees up to 6 months in advance.

Fees for the initial portion of the engagement within the first 6 months of the engagement are for the creation of the initial financial plan. Fees beyond the first 6 months of the engagement are a subscription to our team's services and resources to assist you in making financial decisions, reaching your goals and adjusting as your specific life situation changes.

Monthly fees may range from \$100 per month to \$1,000 per month or more depending on the scope and complexity of the planning services being rendered. In the event this fee is not paid, the engagement is void until it is paid.

The ongoing monthly subscription fees are earned and billed in arrears. Clients are encouraged to use our services as much as necessary within the scope of the engagement without worry of incurring hourly fees, at our billing rates. Ongoing fees are billed in arrears and payable directly to LEFP or according to your planning engagement letter. The invoice will have the amount due, be sent the following month on the day of month it was effective electronically with a payment portal for ease of payment. Payment is due upon receipt of the invoice.



Cancellation must be done in writing via email or written letter with some way to verify a date. A final invoice will be issued for the unbilled, pro-rated days of service for the month calculated by date of the month divided by 30 multiplied by the monthly subscription rate. For example, a cancellation on the 10<sup>th</sup> would be \$50 due for the month based on a monthly subscription of \$150 per month.

Subscription fees are negotiable and can adjust up or down. Any change will be done in writing by amending the original engagement letter or writing a new engagement altogether.

b. Hourly Billing Plan

We offer hourly billing for financial planning engagements. Like the other planning engagements, we have an initial meeting to discuss scope and complexity of the engagement and analysis and what your goals are in the engagement and provide an estimate of time we believe it may take us to complete the engagement. Fees are negotiable.

We require an up-front deposit of half of the estimated fees before beginning work. If it becomes apparent the project will go significantly over our estimate, it may be appropriate to have another discussion and request more of a deposit or scale back the scope of work being performed to stay within the initial budget. We can provide a report showing an accounting of the work being done throughout the engagement. This time tracking will be the basis of invoices provided. To release the completed analysis or documents of work performed, we require the invoice to be paid before releasing work accounted for on the invoice. Should the client wish to cancel the engagement before completion, they must do so in writing and pay the final invoice which would include work or expenses incurred up to the point of cancellation.

Our billing rates are as follows and may be updated, however for each engagement, we will lock in the rates for the duration of the engagement even if they should increase during that time.

Hourly Rates

Certified Financial Planner	\$350/ Hour
Financial Advisor	\$275/ Hour
Paraplanner	\$150/ Hour
Administrative	\$ 75/ Hour

We may charge for mileage or other relevant expenses, which would be identified in the financial planning engagement.



c. Fixed Fee Plan

Financial planning services carries its own set of fee structure. One-time fees for single event engagement such as doing one financial plan as a deliverable may be \$1,500 to \$5,000 or more depending on the scope of the engagement and is concluded, which are negotiable. Half of the fee is due up front and the rest upon delivery of the plan. Should the scope of engagement increase, the fee will be discussed and agreed upon to increase the scope of engagement. This structure guarantees a fixed price for the engagement. Once the final plan is delivered, the remainder of the fixed fee is due regardless of hours spent on the engagement, whether more or less than the hourly-equivalent rate. The nature of the fixed fee is the advisor assumes some risk that the amount of time spent is greater than expected and may have billed more on an hourly basis. The client also gains protection by knowing the engagement cost up-front, even if the work is greater than expected. This risk is agreeable to the advisor because if they are able to perform the work efficiently and provide the same level of value, the advisor stands to benefit as well. Should the client not like this arrangement, the Hourly Billing engagement is also an option.

If for some reason the client wishes to cancel the engagement, they must do so in writing. Any work performed will be charged as an hourly billed planning engagement according to the following section's Hourly Rates. An invoice will be sent for any unpaid work or a refund will be sent for any un-earned fees with an accounting thereof. Working documents will only be released upon payment in full of the final invoice. If the first half of fees are not collected, the engagement is considered void. Should the advisor wish to cancel the engagement, all materials will be returned along with the full amount of fees and the engagement will be considered void.

**2. Portfolio Management Fees**

LEFP bases its portfolio management fee on a percentage of the total value of the assets in all client accounts held with LEFP. Dependent on the fee schedule(s) selected in the Portfolio Management Agreement, fees are charged in arrears at the end of each quarter based on the portfolio market value at the end of the quarter or in arrears at the end of the month based on the portfolio's average daily market and/or contract value over the course of the month. LEFP does utilize a uniform fee schedule. Our advisory fees range from .50% to 1.75% for individual accounts.

a. Fee Schedule

<b>Assets under Management</b>	<b>Annualized Fee</b>
Assets less than \$250,000	1.75%
\$250,001 to \$500,000	1.50%
\$500,001 to \$750,000	1.25%
\$750,001 to \$1,000,000	1.0%
\$1,000,001 to \$2,500,000	0.90%
\$2,500,001 and above	0.75%



#### SAMPLE CALCULATION OF QUARTERLY BILLING IN ARREARS:

Assuming the Q1 Ending Balance = \$2,750,000

Calculations:

$$\$250,000 * 1.75\% / 4 \text{ Quarters} = \$1,093.75$$

$$(\$500,000 - \$250,000) * 1.50\% / 4 \text{ Quarters} = \$937.50$$

$$(\$750,000 - \$500,000) * 1.25\% / 4 \text{ Quarters} = \$781.25$$

$$(\$1,000,000 - \$750,000) * 1.00\% / 4 \text{ Quarters} = \$625.00$$

$$(\$2,500,000 - \$1,000,000) * 0.90\% / 4 \text{ Quarters} = \$3,375$$

$$(\$2,750,000 - \$2,500,000) * 0.75\% / 4 \text{ Quarters} = \$468.75$$

$$\$1,093.75 + \$937.50 + \$781.25 + \$625.00 + \$3,375 + \$468.75 = \$7,281.25$$

Q1 total fee amount: \$7,281.25

#### SAMPLE CALCULATION OF MONTHLY AVERAGE DAILY BALANCE BILLING IN ARREARS:

Assuming the January Average Daily Balance = \$2,750,000

Calculations:

$$\$250,000 * 1.75\% / 12 \text{ Months} = \$364.58$$

$$(\$500,000 - \$250,000) * 1.50\% / 12 \text{ Months} = \$312.50$$

$$(\$750,000 - \$500,000) * 1.25\% / 12 \text{ Months} = \$260.42$$

$$(\$1,000,000 - \$750,000) * 1.00\% / 12 \text{ Months} = \$208.33$$

$$(\$2,500,000 - \$1,000,000) * 0.90\% / 12 \text{ Months} = \$1,125$$

$$(\$2,750,000 - \$2,500,000) * 0.75\% / 12 \text{ Months} = \$156.25$$

$$\$364.58 + \$312.50 + \$260.42 + \$208.33 + \$1,125 + \$156.25 = \$2,247.08$$

January total fee amount: \$2,247.08

According to Investopedia, "The 12b-1 fee can be broken down into two distinct charges: the distribution and marketing fee and the service fee. Total 12b-1 fees charged by a fund are limited to 1% annually. The distribution and marketing piece of the fee is capped at 0.75% annually, while the service fee portion of the fee can be up to 0.25%.

Class A shares, which usually charge a front-end load but no back-end load, may come with a reduced 12b-1 expense but normally don't come with the maximum 1% fee. Class B shares, which typically carry no front-end but charge a back-end load that decreases as time passes, often come with a 12b-1 fee.

Class C shares usually have the greatest likelihood of carrying the maximum 1% 12b-1 fee. The presence of a 12b-1 fee frequently pushes the overall expense ratio on a fund to above 2%." We can provide additional information on individual fund holdings upon request. We seek to select funds that carry low fees for the perceived value they add to the strategy we seek to build.



Class A shares, which usually charge a front-end load but no back-end load, may come with a reduced 12b-1 expense but normally don't come with the maximum 1% fee. Class B shares, which typically carry no front-end but charge a back-end load that decreases as time passes, often come with a 12b-1 fee.

Class C shares usually have the greatest likelihood of carrying the maximum 1% 12b-1 fee. The presence of a 12b-1 fee frequently pushes the overall expense ratio on a fund to above 2%.”

We can provide additional information on individual fund holdings upon request. We seek to select funds that carry low fees for the perceived value they add to the strategy we seek to build.

**SEI** charges an account fee on accounts with balances of \$1,000.00 to \$50,000.00 at a rate of \$15.00 per quarter. LEFP does not share in this account fee. SEI or whatever custodian may have other administrative fees which would be disclosed in the account agreement with the custodian such as account closing fees, wire or transfer fees or special service fees such as ordering checks for an account.

**Charles Schwab & Co. Inc. (“Schwab”)** does not apply account fees and our management style is to seek out non-transaction fee funds when building portfolios to reduce expenses. Schwab does have some fees that could apply at times. These fees can be referenced here at [schwab.com/aspricingguide](http://schwab.com/aspricingguide) . Schwab does earn internal fees on their funds and funds that partner with their platform. They also make money by having cash on deposit and earning an interest rate on that cash as noted in their disclosures. One example is their Intelligent Institutional Portfolio program that requires a minimum of 4% cash balance, and in exchange offers institutional fund pricing with no transaction fees or account fees. By holding the cash position, they are able to greatly reduce client portfolio costs.

LEFP has the flexibility to establish a fee schedule for each client based upon the total assets contained in the client’s accounts, the types of investments held in the accounts, and the amount of time the representative believes he or she will need to spend in managing the accounts. In addition, clients can negotiate the fee schedule that will be applied to their accounts. LEFP will allow clients to pay the fee quarterly and opt to deduct from their account. Because the advisory fee is based upon the assets in the client’s account each quarter (an amount that will likely change from quarter to quarter), clients should understand the stated percentage is not intended to represent an annualized fee applicable to the average total of assets within the accounts during a calendar year.

Advisor will combine the account values of family members living in the same household to determine the applicable advisory fee. For instance, Advisor will combine account values for Client, his minor children, joint accounts with his spouse, and other types of related accounts. Combining account values increases the asset total, ultimately resulting in



Client(s) paying a reduced advisory fee based on the available breakpoints in the fee schedule laid out above.

Advisor shall not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of Client.

As noted in the investment advisory or management agreement, LEFP's advisory fee does not include any applicable taxes; confirmation fees for trades; custodial fees; brokerage commissions; transaction fees; charges imposed directly by a mutual fund, index fund, or exchange traded fund (as disclosed on the fund's prospectus); fees imposed by variable annuity providers (as disclosed in the annuity contract); certain deferred sales charges; oddlot differentials; transfer taxes; wire transfer and electronic fund fees, as well as other fees imposed upon brokerage accounts and securities transactions.

### **3. Fee Wrap Accounts**

Please reference the associated wrap fee disclosure for specific fee maximums and potential breakpoints. For example, SEI's wrap fee program limits investment fees on CDs to .3% annually, yet limits international emerging strategies to a 1.65% annual fee and the maximum overall client fee to 1.25%. SEI's fees are not negotiable, whereas the agreed upon advisory fee with LEFP is negotiable. SEI collects fees in arrears after the end of each quarter. Based on the client's goals and objectives of the account under a wrap-fee program such as this, the fee will be in alignment with asset classes represented, client objectives and program parameters. The separate disclosure will be provided with associated fees by SEI. LEFP earns the advisory fee included in the portfolio management agreement between LEFP and the client. This fee schedule is also displayed in Item 5, 2.a. of this disclosure for reference. All other fees are earned and retained by SEI for their custody and co-advisory compensation.

### **Further Comments (Sections 1-3)**

In certain situations, LEFP's investment advisor representatives may also be insurance licensed and earn sales commission, which creates a conflict of interest. LEFP will typically recommend "no load" mutual funds, which do not offer sales commissions, when available to advisory clients. However, if recommending a fund that does include a sales commission to an advisory client, that advisor will not be permitted to retain those commissions because they are not registered in that capacity.

If an advisor representative recommends the purchase of an investment product or annuity in an account that is not governed by an investment management agreement, the client should understand those products may be purchased through a broker or agent that is not affiliated with LEFP. Furthermore, our clients always have the right to decide whether to accept and act upon our recommendations regarding such products. If the client does decide to accept and act upon our recommendation, they always have the right to do so



through the professional of their choosing. Regardless, our recommendations are intended to be consistent with our clients' needs and best interests.

#### **4. ERISA Retirement Plan Service Fees [401(k)- not IRA accounts]**

Fees are defined within the Retirement Plan Service Agreement. They are payable either by deduction of participant accounts on a negotiated asset based amount in arrears or as a fixed fee arrangement paid up front and in intervals of monthly, quarterly or semi-annual via invoice.

Most often, our retirement plan fees are paid as a percentage deducted from the plan assets in arrears on a quarterly basis in the range of .30 to .50% when calculated annually and are negotiable.

LEFP does not accept or maintain physical custody of client funds or securities. LEFP requires clients to designate an unaffiliated "qualified custodian" to hold the assets in their accounts. Although LEFP does not hold these assets, it is deemed by statute to have constructive custody related to these accounts held at the applicable custodians because it provides the applicable advisory fee calculations to be performed and has written authority from the client to instruct the custodian to deduct the fee from the client's account and remit it to LEFP. These statements will be sent to the email or postal mailing address provided by the client by the custodian. Clients should carefully review the account statements and reports they receive from the custodian which includes the formula for the calculation of the fee and the fee that was applied and compare them to the agreed upon fee with LEFP in the applicable advisory/ portfolio management agreement with LEFP and promptly notify LEFP of any discrepancies.

#### **Seminars and Workshops**

Seminars and workshops provided to companies for their employee's benefit will generally require a fee. The fees can range from \$500 to \$2,500 and potentially higher, depending on scope, time engagement, participants, etc. Travel expenses may be billed separately should significant travel expenses be incurred. Who may provide food and beverage would be negotiated along with the fee. It would be announced up-front that the adviser's time has already been paid-for and that there is not an expectation of any services or goods to be purchased, nor will the advisor have any client meetings on premises immediately following the meeting, but would be available for questions at the end. Generally, workshops or seminars organized and sponsored by the advisor will not carry a fee.



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

LEFP does not currently offer performance-based fees. Our management consists of portfolio management as described in Items 4 and 8. We are compensated in the same structure, so the conflict posed by different methods of compensation Performance-Based fees does not apply. Therefore, Side-by-Side management conflicts would not apply because we only are compensated in portfolio management by an assets under management fee (See Item 5). One compensation structure brings alignment across our clients for our management practices.

## Item 7 – Types of Clients

LEFP offers portfolio management and advisory services to individuals, trusts, charitable organizations, retirement plans, and business entities.

The firm does not have a minimum account size due to the nature of some clients having multiple accounts; some of which may be under \$25,000 and be the desired solution for the client. Typically, SEI charges \$15 per quarter to any account under \$50,000 as a small account fee. This is handled on a case-by-case basis due to varying needs. In fact, LEFP may recommend utilizing a different custodian for smaller accounts (those with assets under \$50,000.00). Our planning services cater to individuals, families, and business owners alike regardless of their level of resources.

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

LEFP's general investment strategy is consistent with the tenets of modern portfolio theory and is intended to reduce risk and volatility by building globally diversified portfolios. LEFP seeks to build portfolios with correct asset allocation models using a mixture of equity and income-based investments. We do not aim to "beat the market", but to point the portfolio toward a specific client goal or objective. We engage in conversation with the client to determine appropriate asset allocations for their needs by understanding time horizon, and ability to weather a down market before their goal would be necessary. By utilizing quarterly rebalancing, a diversified portfolio and other methods such as dollar cost averaging, we believe they will all help in the efficient performance of the investments toward those end goals.

To implement this strategy, LEFP typically recommends the use of no-load mutual funds, exchange traded funds (ETF's), investment grade individual bonds, government securities, and annuity products where warranted, whether fixed or variable by use of sub-accounts.





LEFP conducts research to identify and evaluate investment options they feel would be appropriate to represent various asset classes and investment styles in clients' portfolios through various avenues such as investment software, custodian services or other sources. When we are evaluating actively managed mutual funds, they may come with higher expense ratios. We would use these types of funds in categories that have generally benefited from active management and seem to be adding value through their active management. Examples of categories would be emerging markets where securities may be more difficult to analyze and an active manager adds value or in active bond funds during a rising interest rate environment, where passive management would be more likely to produce low or negative returns. We also use passively managed mutual funds or ETFs that have broad diversification and take advantage of the overall stability of a category of investments. By limiting the attempted picking of success of one or another company, they are able to keep expense ratios low and, in turn, pass the savings on to the investor. We rely on data from Morningstar (an investment analysis company) to look at the broad context of the funds we use in our strategies and how they compare with their respective peer group in determining whether or not they are a good fit for our investment portfolios. We use top down analysis when selecting our funds where we filter and search for a particular segment of the asset allocation and then, by way of quality of management company, statistical performance and risk qualities and peer group standings make a decision on how well the investment fits our portfolio mixture. This may include conducting due diligence on the funds' investment managers. Using this research, the investment advisor representative will then assist the client in developing an investment mix that matches their needs.

### Risk

Clients must remember that investing in securities involves risk of loss, which they should be prepared to bear. These risks include market risk, interest rate risk, currency risk, and political risk, among others.

**Market risk** or systematic risk is the possibility of experiencing loss due to overall market performance. Investments increase and decrease in value. When the contributing market factors bring performance down, the investor is at risk of losing capital.

**Equity risk** is the risk of loss associated with supply and demand in a specific equity. High demand increases the value while less demand decreases the value. Shareholders are also the last to be paid when it comes to a company liquidation in the event of a bankruptcy.

**Interest rate risk** is inherent in bond or income-based investments. When interest rates from the Federal Reserve (Fed) increase, bond values decrease much like a seesaw. When the Fed rates decrease, bond values go up. Interest rate risk is mitigated by hedging or holding a bond to maturity. Most of our holdings are mutual funds or ETFs, so depending on the nature of the fund, they will experience this risk in different ways.

**Currency risk** occurs when investing abroad and is driven by exchange rate fluctuation. The US Dollar increases or decreases in strength relative to other countries' currency and creates an additional layer of risk when converted back to the Dollar.



**Political risk** is the risk of the government adversely affecting the underlying investment with policy, instability or occasionally nationalization of a company or industry.

**Behavioral risk** is the risk of unplanned behaviors from an investor that may result in loss of capital by not allowing an investment sufficient time to compensate the investor for the underlying risk factors accepted by the investor to reach the original objectives of the investor.

This is not an exhaustive list of risks present when considering investments and which investments are appropriate for you. By recognizing, managing, and accepting certain healthy forms of risk, investors can realize additional growth on their investments in a healthy way over certain periods of time relating to their specific objectives.

No investment strategy, nor the use of a third-party manager, can assure a profit or avoid a loss, and LEFP does not guarantee any level of investment returns.

## Item 9 – Disciplinary Information

LEFP nor any of its executive officers and investment committee members are currently subject to, or have ever been subject to, any material events resulting from legal or disciplinary action.

## Item 10 – Other Financial Industry Activities and Affiliations

Some LEFP investment advisor representatives are appointed as agents of certain insurance companies and medical bill-sharing organizations such as Health Trust Financial, L.L.C. (Medi-Share) and, in those capacities, may recommend the purchase of insurance products, such as fixed or variable annuities, for individuals or entities who are also clients of LEFP. In that event, the insurance company will pay these individuals a sales commission for the products they sell. This creates a conflict of interest. Furthermore, our clients always have the right to decide whether to accept and act upon our recommendations regarding such products. If the client does decide to accept and act upon our recommendation, they always have the right to do so through the professional of their choosing. Our recommendations are intended to be consistent with our clients' needs and best interests.

LEFP derives revenue from the fee-sharing agreement that Leading Edge Growth, LLC (LEG) has established with Bryan Elmore and Bryan Elmore, CPA. Leading Edge Growth, LLC has common ownership with Leading Edge Financial Planning. The agreement that LEG maintains with Bryan Elmore and Bryan Elmore, CPA includes fee sharing for Bryan Elmore and Bryan Elmore, CPA's provision of tax preparation, staff support, bookkeeping, and other business services. Bryan Elmore and Bryan Elmore, CPA shares LEFP's office



space and office amenities. The fee-sharing agreement and other shared benefits creates a conflict of interest for LEFP advisors because they can receive compensation when they refer clients to Bryan Elmore and Bryan Elmore, CPA. LEFP clients are under no obligation to use the CPAs that have fee-sharing relationships with LEG and are always able to choose if they utilize the financial professionals LEFP refers.

## Item 11 – Code of Ethics

### **Code of Ethics**

In compliance with Rule 204A-1 of the Investment Advisors Act, LEFP has adopted a Code of Ethics expressing the firm's commitment to ethical conduct borrowed from the CFP® Code of Ethics. The Code of Ethics describes the firm's fiduciary duties and responsibilities to clients by requiring compliance with applicable securities laws, including those that protect the confidentiality of client information, require the reporting of personal securities transactions, and prohibit trading on insider information. Each of LEFP's "supervised persons" is required to acknowledge receipt of the firm's Code of Ethics within ten (10) business days of joining the firm. In addition, each supervised person is required to annually acknowledge that their continued employment is contingent upon their compliance with its terms. LEFP will provide a complete copy of its Code of Ethics to any client upon request.

### **Trading Conflicts of Interest**

LEFP's supervised persons are permitted to buy or sell securities for their personal accounts that are identical to transactions recommended to clients. In order to address conflicts of interest, LEFP prohibits supervised persons from front-running or disadvantaged trading for its current clients. LEFP also requires that all of its supervised persons disclose their holdings of "reportable securities" annually and transactions in such securities each quarter. ("Reportable securities" do not include shares of mutual funds indexed ETF's and open end mutual funds trading at NAV, or government issued securities.) Those reports are then reviewed by the firm's Chief Compliance Officer to ensure its supervised persons are not engaging in "front-running" or other prohibited acts which put their interests ahead of those of LEFP's clients. LEFP also requires its supervised persons to obtain prior approval from its Chief Compliance Officer before investing in any limited investment opportunities (i.e., initial public offerings or shares in a thinly traded security), so they do not appropriate a trading opportunity that should rightfully belong to LEFP's clients.

### **Financial Planning Conflicts of Interest**

Conflicts of interest with the monthly planning subscription services are inherently included. By nature of a fixed monthly subscription fee, each month with each client will have more or less workload, and potentially no work for the month. Some months may create extensive work for many clients and present a challenge to deliver all the service required immediately with all clients. This is a conflict of interest due to inherent time



limitations as workload ebbs and flows as the fees are still being earned. Another conflict of interest would be not encouraging clients to engage LEFP's services as they are paying for them so the firm may continue earning fees for less work or services performed.

## Item 12 – Brokerage Practices

LEFP does not maintain physical custody of any client accounts or any assets within them. Instead, clients are required to deposit assets at a broker-dealer, investment company, or another financial institution that meets the definition of a "qualified custodian" as described in K.A.R. 81-14-9(a)(4) through which LEFP will monitor the assets in the account. As a result, clients are required to complete all documentation required by the applicable custodian for each account, including the appropriate new account documentation, if necessary. While LEFP does not open custodial accounts for its clients, it can assist them in doing so. In the event a broker-dealer is selected as the custodian of the client's account, LEFP will process all trades in the account through that custodian.

LEFP seeks to limit the custodians which hold its client's assets due to the complexity associated with managing accounts on multiple custodial platforms. LEFP generally recommends SEI or Schwab as custodian based upon the quality of their service, the types of services the firms offer, their overall capability, execution quality, competitiveness of transaction costs, the investment research they make available to us and our clients, and the firms' reputation and financial stability, among other things.

SEI and Schwab provide products and services to LEFP that benefit it, but may not directly benefit its clients. These products and services assist LEFP in managing and administering its clients' accounts, such as providing access to investment research produced by the company's analysts or other third parties. LEFP may use this research to service all or a substantial number of its clients' accounts, including accounts not maintained at that custodian. In addition to investment research, these custodians offer LEFP software and other technologies that provide access to client account data, facilitate trade execution for multiple client accounts, provide pricing and other market data, facilitate payment of our fees from our clients' accounts, and assist with back-office functions, compliance, recordkeeping, and client reporting. Because of SEI and Schwab's relationship with LEFP, SEI and Schwab offer other services intended to help us manage and further develop LEFP's business, including educational conferences and consulting on technology, compliance, legal, and business needs. LEFP's receipt of these benefits creates a conflict of interest because it relieves the firm from paying for these items or producing them itself. As a result, the receipt of these benefits makes it more likely that LEFP will recommend SEI or Schwab as the custodian for its clients' accounts instead of searching for the custodian that would provide the most favorable execution for each transaction in a client's account. These soft-dollar benefits may create a slight markup versus other custodians in certain situations in the course of doing business. However, LEFP believes its recommendation of these companies to serve as the custodians and brokers on our clients' accounts is in the best interests of its clients, based upon the scope, quality, and price of their services that benefit them, as opposed to the services that only benefit LEFP. LEFP seeks to apportion soft-dollar benefits for the ultimate benefit of clients.



## Item 13 – Review of Accounts

LEFP conducts a general review of its investment strategies -including a consideration of any political, market, and economic issues that may affect those strategies as a team quarterly, if not more often as needs arise. At these times, we review the securities held in client accounts through the monitoring of the portfolios we maintain. We maintain several portfolios that clients participate in to increase the efficiency and impact of account management for all clients. We look at securities at the account level upon reviews with individual clients. Investment research may be performed by the firm or custodian software, review and commentary. SEI and Schwab will make this quarterly report available after the end of each quarter, accessible by the client through their online portal or by mail.

Meetings generally take place on an annual, semi-annual or quarterly basis, depending upon the size of the account and the client's time commitment to participate in such reviews. Because we are a fiduciary, we strive to meet annually with every client to see what, if any changes may affect their account management. The content of these reviews is driven by the client-advisor scope of engagement. Additional client reviews may be triggered by a specific client request or by a change in market or economic conditions. Financial planning is excluded from the portfolio management engagement. Our clients are advised that the scope of portfolio management is the portfolio itself. Should they wish to have financial planning services, which are very valuable services in positioning the rest of your income, tax impact, insurance, estate, objectives and legacy, they are encouraged to engage us within the scope of a financial planning engagement. Financial planning is only offered through a financial planning engagement.

## Item 14 – Client Referrals and Other Compensation

As noted in Item 12, LEFP receives economic benefits from the custodians of its customers' accounts in the form of the support, products, and services made available to us. However, these offers of products and services are not based on the willingness of LEFP or its investment advisor representatives to provide any particular investment advice to their clients, such as recommendations to purchase any particular securities products. LEFP and its investment advisor representatives may receive direct or indirect compensation from third parties. This compensation may include payments for LEFP's investment advisor representatives and/or other associated persons to attend educational and marketing seminars, gifts valued at less than \$100 annually, an occasional meal, or ticket to a sporting event. In addition, investment product and service providers may sponsor educational seminars and/or client marketing events conducted by LEFP. However, such compensation may not be tied to the sales of any products. LEFP maintains records of all such payments, and those records are available for inspection at a client's request. Other than these soft dollar benefits, LEFP does not receive any compensation



from any third party for advisory services provided to its clients. LEFP does not compensate any third party for referrals.

## Item 15 – Custody

LEFP does not accept or maintain physical custody of client funds or securities. LEFP requires clients to designate an unaffiliated “qualified custodian” to hold the assets in their accounts. Although LEFP does not hold these assets, it is deemed by statute to have constructive custody related to these accounts held at SEI, Schwab or other custodians because it provides the applicable advisory fee calculations to be performed and has written authority from the client to instruct the custodian to deduct the fee from the client’s account and remit it to LEFP. These statements will be sent to the email or postal mailing address provided by the client by the custodian. Clients should carefully review the account statements and reports they receive from the custodian which includes the formula for the calculation of the fee and the fee that was applied and compare them to the agreed upon fee with LEFP in the applicable advisory/ portfolio management agreement with LEFP and promptly notify LEFP of any discrepancies.

## Item 16 – Investment Discretion

For most client accounts, LEFP will have discretionary authority to manage the investments within the account. The investment management agreement provided to the client will include a limited power of attorney(POA) that outlines the specific authority LEFP will have to initiate investment transactions in the client’s accounts. That document also permits LEFP to notify the account’s custodian and/or broker-dealer of its authority (although these entities may require clients to execute separate forms to confirm LEFP’s discretionary authority over each account). Specifically, LEFP will have the authority to:

- I. buy, sell, and trade securities (mutual funds, ETFs, stocks, bonds, options, etc.);
- ii. place, withdraw, or change transaction orders or instructions with the account’s custodian;
- iii. instruct the custodian as to which cost basis formula to apply to each account;

However, LEFP will manage each client’s account consistent with the client’s investment objectives, which are established at the opening of the account but are subject to change at any time at the client’s written direction. In addition, clients may designate specific restrictions on the investments to be held in their accounts on the investment policy statement and are reminded each calendar quarter to notify LEFP in writing of any changes they want to make to those restrictions. The limited POA will NOT give LEFP the authority to transfer funds out of the client’s account.



Clients will receive account statements directly from the account's custodian no less frequently than each calendar quarter, which will detail all activity and list any fee deductions noted above.

## Item 17 – Voting Client Securities

LEFP will not accept authority vote on securities held in client accounts (i.e., proxy requests). Proxies are sent directly to clients from the custodian or transfer agent, whichever applies. Clients may contact the firm with general questions about solicitations, however LEFP does not offer advice on any particular solicitations.

In addition, LEFP does not take any action or make recommendations with respect to the voting of proxies, unless required by law.

## Item 18 – Financial Information

Registered investment advisors are required, in some cases, to provide certain financial information and or disclosures about financial condition. For example, if LEFP required clients to prepay advisory fees six months or more in advance, had a financial condition that was reasonably likely to impair its ability to meet its contractual commitments to its clients, or had been the subject of a bankruptcy petition during the past ten (10) years, it would be required to include certain financial information and make disclosures.

## Item 19 – Requirements for State-Registered Advisers

The firm is owned by Michael S. Proctor, who serves as its President, CEO and CCO. He is from Goddard, KS with a B.S. in Business and Finance focus from Kansas State University in 2010.

Immediately following graduation, pursued a career in this industry in June of 2010 beginning with Northwestern Mutual and continuing for 5 years. During his time, he spent time in the leadership and management track until transitioning to opening a Wichita branch office of Highpoint Financial Group, a MassMutual office for one year before launching Leading Edge Financial Planning in early 2017.



**Business Background**

<b>Company</b>	<b>Position</b>	<b>Start Date</b>	<b>End Date</b>
Leading Edge Financial Planning, LLC	Owner/Financial Advisor	02/2017	Current
Leading Edge Growth, LLC	Owner / Consultant	10/2018	Current
Goddard City Council	Councilmember	01/2020	12/2022
Wichita Estate Planning Council	Board Member	06/2021	Current
Hyperborean, LLC	Agent	06/2019	12/2020
M&M Insurance Associates	Producer	6/2018	Current
Leading Edge Insurance	Insurance Agent	02/2017	Current
MML Investment Services, LLC	Financial Advisor	02/2016	01/2017
Secure Financial Firm	Independent Insurance Agent	12/2015	12/2023
Northwestern Mutual Investment Services, LLC	Financial Advisor	03/2011	11/2015
Northwestern Mutual Life Insurance Company	Agent	06/2010	11/2015
Northwestern Mutual Investment Services, LLC	Registered Representative	03/2011	11/2015

Michael Proctor also owns Leading Edge Growth LLC, which helps businesses with valuations, consulting and how to bring alignment for healthy, transformative growth. He has worked with individuals, businesses, and high net worth individual in this industry going back to 2010.

Although his deepest training came from Northwestern Mutual Life in specialty insurance techniques for individuals and businesses, he pursued and obtained the Certified Financial Planner (CFP®) in 2013 on his own, later adding a specialty designation for retirement planning techniques called the Retirement Income Certified Professional (RICP®) in 2015 and most recently the Certified Value Growth Advisor (CVGA) designation to support his





emphasis for closely held businesses in focusing on the aspect of their planning that often is their largest opportunity or constraint, their business. He also serves on the Wichita Estate Planning Council Board, providing planning for meetings, speaker recruitment and setting policies for the multidisciplinary educational organization.

Some LEFP investment advisor representatives are appointed as agents of certain insurance companies and, in that capacity, may recommend the purchase of insurance products, such as fixed or variable annuities, for individuals or entities who are also clients of LEFP. In that event, the insurance company will pay these individuals a sales commission for the products they sell. This creates a conflict of interest. Furthermore, our clients always have the right to decide whether to accept and act upon our recommendations regarding such products or services we offer. If the client does decide to accept and act upon our recommendation, they always have the right to do so through the professional of their choosing. Our recommendations are intended to be consistent with our clients' needs and best interests.

**Professional Liability Insurance Addendum:**

LEFP carries professional liability insurance.