

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

**FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

LPL Financial Holdings Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

20-3717839
(IRS Employer
Identification No.)

75 State Street
Boston, Massachusetts 02109
(Address, including zip code, of registrant's principal executive offices)

2012 Employee Stock Purchase Plan
(Full title of the plan)

Stephanie L. Brown, Esq.
Secretary
75 State Street
Boston, MA 02109
(617) 423-3644
(Name, address and telephone number, including area code, of agent for service)

Please send copies of all communications to:

Julie H. Jones, Esq.
Ropes & Gray LLP
Prudential Tower
800 Boylston Street
Boston, MA 02199
617-951-7000 (phone)
617-951-7050 (facsimile)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer
Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, par value \$0.001 per share	2,800,000 (1)	\$28.475 (2)	\$79,730,000	\$9,138

- (1) This Registration Statement covers (i) 1,000,000 shares of Common Stock presently issuable pursuant to the LPL Financial Holdings Inc. 2012 Employee Stock Purchase Plan (the "Plan") and (ii) 1,800,000 additional shares of Common Stock issuable pursuant to the automatic share increase provision in the Plan. Pursuant to Rule 416(a) under the Securities Act of 1933, this Registration Statement also covers such additional shares of Common Stock as may be issued to prevent dilution from stock splits, stock dividends and similar transactions.
- (2) Computed in accordance with Rule 457(h) of the Securities Act of 1933, as amended, based on the average of the high and low prices of the Common Stock as reported by The NASDAQ Global Market on August 22, 2012 to be \$28.86 and \$28.09, respectively.

PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

As permitted by Rule 428 under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement omits the information specified in Part I of Form S-8. The documents containing the information specified in Part I will be delivered to the participants of the Plan as required by Rule 428(b). Such documents are not being filed with the Securities and Exchange Commission (the "SEC") as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424(b) under the Securities Act.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

We incorporate by reference herein the following documents filed by LPL Financial Holdings Inc. (the "Registrant") with the SEC:

- (a) the Registrant's Annual Report on Form 10-K for the year ended December 31, 2011, filed with the SEC on February 27, 2012;
- (b) the Registrant's Quarterly Reports on Form 10-Q for the quarters ended March 31, 2012 and June 30, 2012, filed with the SEC on April 30, 2012 and August 1, 2012, respectively.
- (c) the Registrant's Current Reports on Form 8-K, filed with the SEC on February 6, 2012, February 21, 2012, April 2, 2012, April 18, 2012, April 30, 2012, May 2, 2012, June 5, 2012, June 19, 2012 and August 8, 2012; and
- (d) the description of the Registrant's Common Stock, par value \$0.001 per share, which is contained in the Registrant's registration statement on Form 8-A filed with the SEC under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), on November 12, 2010, including any amendments or reports filed for the purpose of updating such description.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment to this Registration Statement that indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated herein by reference from the date of filing of such documents. Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document which also is incorporated or is deemed to be incorporated by reference herein modifies or supersedes such earlier statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 102(b)(7) of the Delaware General Corporation Law (“DGCL”) enables a corporation in its certificate of incorporation to eliminate or limit the personal liability of a director for violations of the director’s fiduciary duty, except (i) for any breach of the director’s duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for liability of directors for unlawful payment of dividends or unlawful stock purchase or redemptions pursuant to Section 174 of the DGCL or (iv) for any transaction from which a director derived an improper personal benefit. The Registrant’s certificate of incorporation includes a provision that eliminates the personal liability of directors for monetary damages for actions taken as a director to the fullest extent authorized by the DGCL.

Section 145(a) of the DGCL provides in relevant part that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another entity, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that such person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person’s conduct was lawful.

Section 145(b) of the DGCL provides in relevant part that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another entity, against expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

The Registrant’s certificate of incorporation generally provides that the Registrant will indemnify its directors and officers to the fullest extent permitted by law. The Registrant’s certificate of incorporation also provides that the indemnification and advancement of expenses provided by, or granted pursuant to the certificate of incorporation are not exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or otherwise. Section 145(f) of the DGCL further provides that a right to indemnification or to advancement of expenses arising under a provision of the certificate of incorporation shall not be eliminated or impaired by an amendment to such provision after the occurrence of the act or omission which is the subject of the civil, criminal, administrative or investigation action, suit or proceeding for which indemnification or advancement of expenses is sought.

The Registrant has also entered into indemnification agreements with certain of its directors and officers. Such agreements generally provide for indemnification by reason of being a director or officer of the Registrant, as the case may be. These agreements are in addition to the indemnification provided by Registrant’s certificate of incorporation and bylaws.

The Registrant has also obtained officers’ and directors’ liability insurance which insures against liabilities that officers and directors of the Registrant may, in such capacities, incur. Section 145(g) of the DGCL provides that a corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another

entity, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under that section.

Item 7. Exemption From Registration Claimed.

Not applicable.

Item 8. Exhibits.

- 4.1 2012 LPL Financial Holdings Inc. Employee Stock Purchase Plan.
- 4.2 Amended and Restated Certificate of Incorporation (previously filed as Exhibit 3.1 to the registration statement on Form S-1 (File No. 333-167325) and incorporated herein by reference).
- 4.3 Certificate of Ownership and Merger effective June 15, 2012 (previously filed as Exhibit 3.1 to the current report on Form 8-K (File No. 001-34963) filed on June 19, 2012 and incorporated herein by reference).
- 4.4 Third Amended and Restated Bylaws (previously filed as Exhibit 3.1 to the current report on Form 8-K/A (File No. 001-34963) filed on August 8, 2012 and incorporated herein by reference).
- 4.5 Stockholders' Agreement, dated December 28, 2005 (previously filed as Exhibit 4.2 to the registration statement on Form S-1 (File No. 333-167325) and incorporated herein by reference).
- 4.6 First Amendment to Stockholders' Agreement dated December 28, 2005, among LPL Financial Holdings Inc., LPL Holdings, Inc. and other stockholders party thereto, dated November 23, 2010 (previously filed as Exhibit 4.2 to the annual report on Form 10-K (File No. 001-34963) filed on March 9, 2011 and incorporated herein by reference).
- 4.7 Stockholders' Agreement among LPL Financial Holdings Inc. and Hellman & Friedman Capital Partners IV, L.P., Hellman & Friedman Capital Partners V (Parallel), L.P., Hellman & Friedman Capital Associates V, L.P. and TPG Partners IV, L.P., dated November 23, 2010 (previously filed as Exhibit 4.3 to the annual report on Form 10-K (File No. 001-34963) filed on February 27, 2012 and incorporated herein by reference).
- 4.8 Management Stockholders' Agreement among LPL Financial Holdings Inc. and Stephanie L. Brown, Mark S. Casady, William E. Dwyer III, Robert J. Moore and Esther M. Stearns, dated November 23, 2010 (previously filed as Exhibit 4.5 to the annual report on Form 10-K (File No. 001-34963) filed on March 9, 2011 and incorporated herein by reference).
- 4.9 Amendment and Waiver to the Management Stockholders' Agreement by and between Robert J. Moore and LPL Financial Holdings Inc., dated May 30, 2012 (previously filed as Exhibit 4.1 to the current report on Form 8-K (File No. 001-34963) filed on June 5, 2012 and incorporated herein by reference).
- 5.1 Opinion of Ropes & Gray LLP.
- 23.1 Consent of Deloitte & Touche LLP.
- 23.2 Consent of Ropes & Gray LLP (included in the opinion filed as Exhibit 5.1).
- 24.1 Powers of Attorney (included on the signature page).

Item 9. Undertakings.

- (a) The undersigned Registrant hereby undertakes:
- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of a prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement;
 - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;
provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) above shall not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.
 - (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
 - (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to

a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Boston, Commonwealth of Massachusetts, on this 24th day of August, 2012.

LPL FINANCIAL HOLDINGS INC.

By: /s/ Mark S. Casady
Name: Mark S. Casady
Title: Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Mark S. Casady, Stephanie L. Brown and Dan H. Arnold, and each of them acting individually, as his or her true and lawful attorneys-in-fact and agents with full power of each to act alone, with full powers of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement on Form S-8 to be filed by LPL Financial Holdings Inc., and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, with full power of each to act alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully for all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or his, her or their substitutes, may lawfully do or cause to be done by virtue hereof.

* * * *

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Mark S. Casady</u> Mark S. Casady	Chief Executive Officer and Chairman <i>(Principal Executive Officer)</i>	August 24, 2012
<u>/s/ Dan H. Arnold</u> Dan H. Arnold	Chief Financial Officer <i>(Principal Financial Officer)</i>	August 24, 2012
<u>/s/ Thomas D. Lux</u> Thomas D. Lux	Chief Accounting Officer <i>(Principal Accounting Officer)</i>	August 24, 2012
<u>/s/ Richard W. Boyce</u> Richard W. Boyce	Director	August 24, 2012
<u>/s/ John J. Brennan</u> John J. Brennan	Director	August 24, 2012

Signature

Title

Date

/s/ Jeffrey A. Goldstein
Jeffrey A. Goldstein

Director

August 24, 2012

James S. Putnam

Director

James S. Riepe

Director

/s/ Richard P. Schifter
Richard P. Schifter

Director

August 24, 2012

/s/ Jeffrey E. Stiefler
Jeffrey E. Stiefler

Director

August 24, 2012

/s/ Allen R. Thorpe
Allen R. Thorpe

Director

August 24, 2012

EXHIBIT INDEX

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**LPL FINANCIAL HOLDINGS INC.
2012 EMPLOYEE STOCK PURCHASE PLAN**

Section 1. Defined Terms

Exhibit A, which is incorporated by reference, defines the terms used in the Plan and sets forth certain operational rules related to those terms.

Section 2. Purpose of Plan

The Plan is intended to enable Eligible Employees of LPL and its Subsidiaries to use payroll deductions to purchase shares of Stock, and thereby acquire an interest in the future of LPL. The Plan is intended to qualify under Code Section 423 and to be exempt from the application and requirements of Code Section 409A, and is to be construed accordingly.

Section 3. Options to Purchase Stock

Subject to adjustment pursuant to Section 16 of this Plan, the maximum aggregate number of shares of Stock available for sale pursuant to the exercise of Options granted under the Plan to Eligible Employees or in connection with the reinvestment of Participants' cash dividends pursuant to Section 9 of the Plan shall be 1,000,000 shares of Stock, increased annually by a number of shares of Stock equal to the lesser of (a) 200,000 shares of Stock or (b) a number determined by the Board. Subject to the terms of the Plan, any amendments made to the Plan, or termination of the Plan by the Board, such annual increases shall occur automatically on January 1 of each year the Plan is in effect, beginning in 2013 and ending in 2021.

The shares of Stock to be delivered upon exercise of Options under the Plan may be either shares of authorized but unissued Stock, Treasury Stock, or Stock acquired in an open-market transaction, all as the Board may determine. If any Option granted under the Plan shall expire or terminate for any reason without having been exercised in full or shall cease for any reason to be exercisable in whole or in part, the unpurchased shares of Stock subject to such Option shall again be available for sale pursuant to the exercise of Options under the Plan.

Section 4. Eligibility

Subject to Section 13, and any exceptions and limitations set forth in (a) and (b) below, or as may be provided elsewhere in the Plan, each Employee who is employed by the Company as of the first day of an Enrollment Period will be eligible to participate in the Plan; *provided*, that no Employee will be eligible to participate in the Plan if:

- (a) Such Employee's regular earnings (*i.e.*, base salary) from the Company for the prior year exceeded \$200,000 (or, if higher, the "compensation" taken into account for purposes of determining that the Employee is a highly compensated employee under Code Section 414(q)); or
- (b) Such Employee is subject to the disclosure requirements of Section 16(a) of the Exchange Act.

Section 5. Method of Participation

The Plan shall generally be implemented by a series of "Offering Periods." Unless otherwise determined by the Administrator, the Offering Periods shall be three (3) month periods and will commence on the first day of the payroll period occurring on or near February 10, May 19, August 11 and November 3 of each year *provided*, that the Initial Offering Period under the Plan may commence on some other date, as the Administrator may specify, and *provided further*, that the next Offering Period following the Initial Offering Period will commence on such date as the Administrator may specify, and may or may not follow immediately after the Initial Offering Period ends. Each Offering Period will have only one Purchase Date, which will occur on the payroll date that occurs after last day of each Offering Period.

Preceding each Offering Period there will be an Enrollment Period specified by the Administrator, during which Eligible Employees (determined as of the first date of an Enrollment Period) may elect to become a Participant in the Plan by executing and delivering a payroll deduction authorization in accordance with Section 7 by the last day of an Enrollment Period (the "Enrollment Deadline"). Any Eligible Employee who so elects will thereby become a Participant on the first day of such Offering Period and shall remain a Participant with respect to subsequent Offering Periods until his or her participation is terminated as provided in the Plan.

The Administrator may change the Offering Periods, Purchase Dates, Purchase Price, and Enrollment Periods and may change the duration of any Offering Periods or Enrollment Periods without shareholder approval.

Section 6. Option Grant

Each person who is a Participant on the first day of an Offering Period will automatically be granted as of such day and for such Offering Period an Option entitling the Participant to acquire that number of shares of Stock (which number may include a fractional share) that equals the aggregate amount of his or her withholding account at the end of an Offering Period divided by the Purchase Price, but not more than one hundred (100) shares of Stock (or such other number as the Administrator may prescribe); *provided*, that:

(a) No Participant shall be granted an Option under the Plan who, immediately after the Option is granted would own (or pursuant to Code Section 424(d) would be deemed to own) stock possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of LPL or of its Parent or Subsidiaries, if any; and

(b) No Participant shall be granted an Option under the Plan that would permit his or her rights to purchase shares of Stock under all employee stock purchase plans of LPL and its Parent and Subsidiaries, if any, to accrue at a rate that exceeds \$25,000 (or such other maximum as may be prescribed from time to time by the Code) of the Fair Market Value of such shares of Stock for each calendar year during which any such Option granted to such Participant is outstanding at any time, as determined in accordance with Code Section 423(b)(8).

The Administrator will reduce, on a substantially proportionate basis, the number of shares of Stock purchasable by each Participant upon exercise of his or her Option for an Offering Period in the event that the number of shares of Stock then available under the Plan is insufficient.

Section 7. Method of Payment

Participants must pay for shares of Stock purchased upon exercise of an Option through regular payroll deductions. Each payroll deduction authorization will request withholding at a specified dollar amount per payroll period, subject to such minimum and maximum amounts determined by the Administrator in a manner consistent with the requirements of Section 423(b)(5) of the Code relating to rights and privileges. Withholding will be accomplished by means of payroll deductions from payroll dates relating to payroll periods occurring in the Offering Period. A payroll deduction authorization will remain in effect for subsequent Offering Periods until it is changed or revoked in accordance with this Section 7 or Section 13, as the case may be. A Participant may change his or her withholding rate for subsequent Offering Periods by filing a new payroll deduction authorization with the Administrator during the Enrollment Period for the Offering Period for which the change is to be effective. A Participant may, at any time up to fifteen (15) days prior to the applicable Purchase Date, reduce his or her withholding rate for future payroll periods during an ongoing Offering Period by filing a new payroll deduction authorization with the Administrator; *provided*, such authorization will become effective for the next payroll period beginning after such request as soon as administratively possible after the deduction authorization is received.

All payroll deductions made pursuant to this Section 7 will be credited to a withholding account maintained in the Participant's name on the books of the Company or maintained by the Administrator. Amounts credited to the withholding account will not be required to be set aside in trust or otherwise segregated from the Company's general assets.

Section 8. Exercise of Options

Subject to the limitations set forth below in this Section 8, each Employee who is a Participant in the Plan on the Purchase Date for an Offering Period shall be deemed to have exercised the Option granted to him or her during that Offering Period on the Purchase Date for such Offering Period. Upon such exercise, the Company (or the Administrator) will apply the balance of the Participant's withholding account to the purchase of the number of shares of Stock determined under Section 6 and as soon as practicable thereafter will evidence the transfer of shares of Stock in book-entry.

Any amounts contributed by a Participant or withheld from the Participant's compensation that are not used for the purchase of shares of Stock, whether because of such Participant's withdrawal from participation in an Offering Period or for any other reason, shall be repaid without interest to the Participant or his or her designated beneficiary or legal representative, as applicable, within a reasonable time thereafter.

Notwithstanding any provision of the Plan to the contrary, no Option may be exercised after twenty-seven (27) months from its grant date.

Section 9. Dividend Reinvestment

Cash dividends paid with respect to Account Shares shall automatically be reinvested in additional shares of Stock. Cash dividends shall be invested by the plan's custodian and record keeper as promptly as practicable on or following the payment date of the cash dividend. The number of shares of Stock (which number may include a fractional share) acquired in connection with each such dividend reinvestment shall equal the aggregate cash dividend paid with respect to all Account Shares held by the Participant on the dividend payment date divided by the Fair Market Value on the date of such reinvestment. For the avoidance of doubt, Shares of Stock acquired under this Section 9 shall not be (i) eligible for any specified discount such as that described in the definition of "Purchase Price" in Exhibit A below or (ii) subject to the restrictions on transfer set forth in Section 10.

Section 10. Restrictions on Transfer

By electing to participate in the Plan, each Participant agrees to be subject to the transfer restrictions set forth in this Section 10.

Shares of Stock purchased under the Plan will be subject to a restriction prohibiting the transfer of such shares of Stock, other than by will or by the laws of descent and distribution, for a period of six (6) months from the date on which such shares of Stock are purchased. Upon terminating employment with the Company, any holder of shares of Stock subject to this restriction will be released from this restriction.

In addition, all shares of Stock purchased under the Plan will be subject to a restriction prohibiting the transfer of such shares of Stock from the account where such shares of Stock are initially held until such shares are sold through the Plan's custodian and record keeper. For the avoidance of doubt, this restriction will remain in effect following the termination of a Participant's employment with the Company.

Section 11. Interest

No interest shall be payable on withholding accounts.

Section 12. Taxes

Payroll deductions shall be made on an after-tax basis. The Administrator shall have the right, as a condition to exercising an Option, to make such provision as it deems necessary to satisfy its obligations to withhold federal, state, local income or other taxes incurred by reason of the purchase or disposition of shares of Stock under the Plan. In the Administrator's discretion and subject to applicable law, such tax obligations may be paid in whole or in part by delivery of shares of Stock to the Company, including shares of Stock purchased under the Plan, valued at Fair Market Value. The Administrator may, to the extent permitted by law, deduct any tax obligations from any payment of any kind due to the Participant.

Section 13. Cancellation and Withdrawal

A Participant who holds an Option under the Plan may, at any time up to fifteen (15) days prior to the applicable Purchase Date, cancel all (but not less than all) of his or her Option by written notice delivered to the Administrator. Upon such cancellation, the balance in the Participant's withholding account shall be returned to the Participant without interest.

A Participant may terminate his or her payroll deduction authorization in accordance with Section 7. Any Participant who voluntarily terminates his or her payroll deduction authorization at any time up to fifteen (15) days prior to the applicable Purchase Date will be deemed to have canceled his or her Option; *provided*, that a Participant who reduces his or her withholding rate for future payroll periods to zero pursuant to Section 7, but does not elect to revoke his or her payroll deduction authorization, will not be deemed to have canceled his or her Option.

A Participant who makes a hardship withdrawal from a 401(k) Plan will be deemed to have terminated his or her payroll deduction authorization for subsequent payroll dates relating to the then current Offering Period as of the date of such hardship withdrawal. An Employee who has made a hardship withdrawal from a 401(k) Plan will not be permitted to participate in Offering Periods commencing after the date of his or her hardship withdrawal until the first Offering Period that begins at least six (6) months after the date of his or her hardship withdrawal.

Section 14. Termination of Employment; Death of Participant

Upon the termination of a Participant's employment with the Company for any reason or the death of a Participant during an Offering Period prior to a Purchase Date, the Participant will cease to be a Participant, any Option held by him or her under the Plan will be deemed canceled, the balance of his or her withholding account will be returned to the Participant (or his or her estate or designated beneficiary in the event of the Participant's death) without interest, and he or she will have no further rights under the Plan.

Section 15. Equal Rights; Participant's Rights Not Transferable

All Participants granted Options under the Plan shall have the same rights and privileges. Any Option granted under the Plan will be exercisable during the Participant's lifetime only by him or her and may not be sold, pledged, assigned, or transferred in any manner. In the event any Participant violates or attempts to violate the terms of this Section 15, as determined by the Company in its sole discretion, any Options held by him or her may be terminated by the Company and, upon return to the Participant of the balance of his or her withholding account without interest, all of the Participant's rights under the Plan will terminate.

Section 16. Change in Capitalization; Merger

In the event of any change in the outstanding Stock by reason of a stock dividend, split-up, recapitalization, merger, consolidation, reorganization, or other capital change, the aggregate number and type of shares of Stock available under the Plan, the number and type of shares of Stock under any Options granted but not exercised, the maximum number and type of shares of Stock purchasable under an Option, and the Purchase Price will be appropriately adjusted;

provided, that no such adjustment shall be made unless the Company is satisfied that it will not constitute a modification of the rights granted under the Plan or otherwise disqualify the Plan as an employee stock purchase plan under the provisions of Code Section 423 and any regulations thereunder.

In the event of a sale of all or substantially all of the Stock or a sale of all or substantially all of the assets of LPL, or a merger or similar transaction in which LPL is not the surviving corporation or which results in the acquisition of LPL by another person, the Administrator may, in its discretion, (a) if LPL is merged with or acquired by another corporation, provide that each outstanding Option will be assumed or a substitute Option granted by the acquiror or successor corporation or a parent or subsidiary of the acquiror or successor corporation, (b) cancel each Option and return the balances in Participants' withholding accounts to the Participants, and/or (c) pursuant to Section 18, end the Offering Period on or before the date of the proposed sale or merger.

Section 17. Administration of Plan

The Plan will be administered by the Administrator, which will have the right to determine any questions which may arise regarding the interpretation and application of the provisions of the Plan and to make, administer, and interpret such rules and regulations as it will deem necessary or advisable.

The Administrator may specify the manner in which Employees are to provide notices and payroll deduction authorizations. Notwithstanding any requirement of "written notice" herein, the Administrator may permit Employees to provide notices and payroll deduction authorizations electronically.

Section 18. Amendment and Termination of Plan

LPL reserves the right at any time or times to amend the Plan to any extent and in any manner it may deem advisable, by action of the Board; *provided*, that any amendment that would be treated as the adoption of a new plan for purposes of Code Section 423 and the regulations thereunder will have no force or effect unless approved by the shareholders of LPL within twelve (12) months before or after its adoption.

The Plan may be suspended or terminated at any time by LPL, by action of the Board. In connection therewith, the Board may provide, in its sole discretion, either that outstanding Options will be exercisable either at the Purchase Date for the applicable Offering Period or on such earlier date as the Board may specify (in which case such earlier date will be treated as the Purchase Date for the applicable Offering Period), or that the balance of each Participant's withholding account shall be returned to the Participant without interest.

Section 19. Approvals

Shareholder approval shall be obtained prior to twelve (12) months from the date of Board approval. In the event that this Plan shall not have been approved by the shareholders of LPL prior to July 30, 2013, all Options to purchase shares of Stock under this Plan shall be cancelled and become null and void.

Notwithstanding anything herein to the contrary, LPL's obligation to issue and deliver shares of Stock under the Plan will be subject to the approval required of any governmental authority in connection with the authorization, issuance, sale or transfer of said shares of Stock, to any requirements of any national securities exchange applicable thereto, and to compliance by the Company with other applicable legal requirements in effect from time to time.

Section 20. Participants' Rights as Shareholders and Employees

A Participant shall have no rights or privileges as a shareholder of LPL and shall not receive any dividends in respect of any shares of Stock covered by an Option granted hereunder until such Option has been exercised, full payment has been made for such shares of Stock, and the shares of Stock have been issued.

Nothing contained in the provisions of the Plan will be construed as giving to any Employee the right to be retained in the employ of the Company or as interfering with the right of the Company to discharge, promote, demote or otherwise re-assign any Employee from one position to another within the Company at any time.

Section 21. Governing Law

Subject to overriding federal law, the Plan shall be governed by and interpreted consistently with the laws of the State of Delaware.

Section 22. Effective Date and Term

This Plan will become effective on July 30, 2012, and no rights shall be granted hereunder after the earliest to occur of (a) the Plan's termination by LPL, (b) the issuance of all shares of Stock available for issuance under the Plan or (c) the day before the ten year anniversary of the date the Board approves the Plan.

EXHIBIT A
Definition of Terms

The following terms, when used in the Plan, will have the meanings and be subject to the provisions set forth below:

“401(k) Plan”: A savings plan qualifying under Code Section 401(k) that is sponsored by the Company for the benefit of its employees.

“Account Shares”: Shares of Stock (including fractional shares) acquired through the exercise of Options under the Plan or through the reinvestment of Participants’ cash dividends pursuant to Section 9 of the Plan, which are held in an account maintained by the Plan’s custodian and record keeper.

“Administrator”: The Compensation and Human Resources Committee of the Board and its delegates, except that the Committee may delegate its authority under the Plan to a sub-committee comprised of one or more of its members, members of the Board, or officers or employees of the Company. In each case references herein to the Administrator shall refer, as applicable, to such persons or groups so delegated to the extent of such delegation.

“Board”: The Board of Directors of LPL.

“Code”: The U.S. Internal Revenue Code of 1986 as from time to time amended and in effect, or any successor statute as from time to time in effect.

“Company”: LPL Financial Holdings Inc. and any of its Subsidiaries that have been designated by the Board to participate in the Plan.

“Effective Date”: The date set forth in Section 22 of the Plan.

“Eligible Employee”: Any Employee who meets the eligibility requirements set forth in Section 4 of the Plan.

“Employee”: Any person who is employed by the Company. For the avoidance of doubt, independent consultants and independent contractors are not “Employees.”

“Enrollment Deadline”: The last day of an Enrollment Period.

“Enrollment Period”: The period preceding each Offering Period, as specified by the Administrator, during which an Eligible Employee for such Offering Period may elect to participate in the Plan.

“Exchange Act”: The Securities Exchange Act of 1934, as from time to time amended and in effect, or any successor statute as from time to time in effect.

“Fair Market Value”:

(a) If the Stock is readily traded on an established national exchange or trading system (including the Nasdaq Global Market), the closing price of the Stock as reported by the principal exchange on which such Stock is traded for; *provided*, that if such day is not a trading day, Fair Market Value will mean the reported closing price of the Stock for the next preceding day which is a trading day.

(b) If the Stock is not traded on an established national exchange or trading system, the average of the bid and ask prices for such Stock where the bid and ask prices are quoted.

(c) If the Stock cannot be valued pursuant to clauses (a) or (b), the value as determined in good faith by the Board in its sole discretion.

“Initial Offering Period”: The first Offering Period after the Effective Date, commencing on a date to be specified by the Administrator.

“LPL”: LPL Financial Holdings Inc.

“Option”: An option granted pursuant to the Plan entitling the holder to acquire shares of Stock upon payment of the Purchase Price.

“Offering Period”: An offering period established in accordance with Section 5.

“Parent”: As defined in Code Section 424(e).

“Participant”: An Eligible Employee who elects to enroll in the Plan.

“Plan”: The LPL Financial Holdings Inc. 2012 Employee Stock Purchase Plan as from time to time amended and in effect.

“Purchase Date”: The date designated by the Administrator with respect to a particular Offering Period on which a Participant shall be deemed to have exercised the Option granted to him or her for such Offering Period.

“Purchase Price”: The lower of (a) the Fair Market Value of a share of Stock on the date on which the Option was granted pursuant to Section 6 and (b) the Fair Market Value of a share of Stock on the date on which the Option is deemed exercised pursuant to Section 8, in each case multiplied by a specified discount. The initial specified discount shall be fifteen percent (15%) and may be changed from time to time by the Administrator, provided the specified discount may never be greater than fifteen percent (15%).

“Stock”: Common Stock of LPL, par value \$0.001 per share.

“Subsidiary”: Any corporation that would be treated as a subsidiary of LPL under Section 424(f) of the Code.



ROPES & GRAY LLP
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BOSTON, MA 02199-3600
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August 24, 2012

LPL Financial Holdings Inc.
75 State Street
Boston, MA 02109

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

This opinion is furnished to you in connection with the registration statement on Form S-8 (the "Registration Statement"), filed on or about the date hereof with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), for the registration of 2,800,000 shares of Common Stock, \$0.001 par value (the "Shares"), of LPL Financial Holdings Inc., a Delaware corporation (the "Company"). The Shares are issuable under the LPL Financial Holdings Inc. 2012 Employee Stock Purchase Plan (the "Plan").

We are familiar with the actions taken by the Company in connection with the adoption of the Plan. We have examined such certificates, documents and records and have made such investigation of fact and such examination of law as we have deemed appropriate in order to enable us to render the opinions set forth herein. In conducting such investigation, we have relied, without independent verification, upon certificates of officers of the Company, public officials and other appropriate persons.

The opinions expressed below are limited to the Delaware General Corporation Law.

Based upon and subject to the foregoing, we are of the opinion that the Shares have been duly authorized and, when the Shares have been issued and sold in accordance with the terms of the Plan, the Shares will be validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving such consent we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Ropes & Gray LLP

Ropes & Gray LLP

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports dated February 27, 2012, relating to the financial statements of LPL Financial Holdings Inc. and subsidiaries (formerly LPL Investment Holdings Inc. and subsidiaries), and the effectiveness of LPL Financial Holdings Inc. and subsidiaries' internal control over financial reporting, appearing in the Annual Report on Form 10-K of LPL Financial Holdings Inc. for the year ended December 31, 2011.

/s/ Deloitte & Touche LLP

Costa Mesa, California

August 24, 2012