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

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**FORM 8-K**

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**CURRENT REPORT**

**PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

**Date of report (date of earliest event reported) May 30, 2012**

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**LPL Investment Holdings Inc.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdictions  
of incorporation or organization)

**001-34963**  
(Commission  
File Number)

**20-3717839**  
(I.R.S. Employer  
Identification Nos.)

**One Beacon Street**  
**Boston MA**  
(Address of principal executive offices)

**02108**  
(Zip Code)

**(Registrant's telephone number, including area code) (617) 423-3644**

**N/A**  
(Former Name or Former Address, if Changed since Last Report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrants under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry into a Material Definitive Agreement.**

On May 31, 2012, LPL Investment Holdings Inc. (the “Company”) and Robert J. Moore entered into an Amendment and Waiver to the Management Stockholders Agreement dated November 23, 2010 (the “Amendment and Waiver”). Pursuant to the Amendment and Waiver, Mr. Moore will no longer be party to the Management Stockholders Agreement or subject to the restrictions and obligations thereunder. Mr. Moore continues to be subject to the Company’s stock ownership guidelines, which, subject to certain exceptions, require him to maintain minimum holdings of shares of the Company’s common stock equal to 0.75 times the average of each of his annual stock option grants occurring since 2008.

The Management Stockholders Agreement has been previously filed as Exhibit 4.5 to the Annual Report on Form 10-K for the fiscal year ended December 31, 2010. The Company’s stock ownership guidelines are available on the Company’s website, under “Investor Relations.” A copy of the Amendment and Waiver is attached to this Current Report on Form 8-K as Exhibit 4.1.

**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On May 31, 2012, the Company appointed Dan H. Arnold as Chief Financial Officer of the Company, effective immediately upon the resignation of Robert J. Moore from said position on June 15, 2012. Mr. Arnold, 47, most recently served as Managing Director, Head of Strategy for the Company. Prior to this role, Mr. Arnold served as Managing Director and Divisional President of Institution Services for the Company from January 2007 to October 2011. Prior to joining the Company through the Company’s acquisition of UVEST Financial Services Group Inc. (“UVEST”) in 2007, Mr. Arnold worked at UVEST for 13 years, most recently as its President and Chief Operating Officer.

Mr. Arnold is currently party to an Employment Agreement with UVEST, a subsidiary of the Company, dated January 2, 2007, which was previously filed as Exhibit 10.6 to the Registration Statement on Form S-1 dated June 4, 2010. Mr. Arnold also holds stock options granted pursuant to the Company’s 2008 Stock Option Plan and its 2010 Omnibus Equity Incentive Plan. At the time of the filing of this report, the Company has not entered into any other material plan, contract or arrangement to which Mr. Arnold is a party or in which he participates, or materially amended any such agreement, in connection with the appointment described above.

On May 31, 2012, the Company’s Board of Directors accepted the resignation of Mr. Moore from his position as Chief Financial Officer of the Company, effective June 15, 2012. Following his appointment as President and Chief Operating Officer on May 1, 2012, Mr. Moore had continued to serve as the Company’s Chief Financial Officer while the Company undertook an executive search process to fill the role. Mr. Moore will continue with the Company in his roles as President and Chief Operating Officer.

A press release announcing the appointment of Mr. Arnold as Chief Financial Officer as described above is attached hereto as Exhibit 99.1.

**ITEM 5.07. Submission of Matters to a Vote of Security Holders.**

The Annual Meeting of Stockholders of LPL Investment Holdings Inc. was held in Boston, Massachusetts on May 30, 2012. At that meeting, the stockholders considered and acted upon the following proposals:

1. The Election of Directors. By the vote reflected below, the stockholders elected the following individuals to serve as directors until the 2013 Annual Meeting of Stockholders and until their respective successors are duly elected and qualified:

	Votes For	Votes Withheld	Broker Non-Votes
Mark S. Casady	97,115,222	1,198,464	3,961,441
Richard W. Boyce	97,766,690	546,996	3,961,441
John J. Brennan	98,027,680	286,006	3,961,441
Jeffrey A. Goldstein	97,931,482	381,704	3,961,441
James S. Putnam	98,057,503	256,183	3,961,441
James S. Riepe	97,894,615	419,071	3,961,441
Richard P. Schifter	97,225,545	1,088,141	3,961,441
Jeffrey E. Steifler	98,041,596	272,090	3,961,441
Allen R. Thorpe	97,304,027	1,009,659	3,961,441

2. The Ratification of the Selection of Deloitte & Touche LLP as LPL Investment Holdings Inc.’s Independent Registered Public Accounting Firm for the Current Fiscal Year. The stockholders voted to ratify the selection of Deloitte & Touche LLP as LPL Investment Holdings Inc.’s independent registered public accounting firm for the current fiscal year. 101,931,363 shares voted for the proposal; 341,629 shares voted against the proposal; and 2,135 shares abstained from voting on the proposal. There were no broker non-votes on the proposal.

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**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

- 4.1 Amendment and Waiver to the Management Stockholders Agreement by and between Robert J. Moore and LPL Investment Holdings Inc., dated May 30, 2012.
- 99.1 Press release dated June 5, 2012 (“LPL Financial Names Dan Arnold Chief Financial Officer”)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

LPL INVESTMENT HOLDINGS INC.

By: /s/ STEPHANIE L. BROWN

Name: Stephanie L. Brown

Title: Secretary

Dated: June 5, 2012

AMENDMENT AND WAIVER TO  
MANAGEMENT STOCKHOLDERS' AGREEMENT

This Amendment and Waiver Agreement (this "Amendment") is entered into as of May 31, 2012 by and between LPL Investment Holdings Inc. (the "Company") and Robert J. Moore.

WHEREAS, on November 23, 2010, the Company entered into a Management Stockholders' Agreement with Stephanie L. Brown, Mark S. Casady, William E. Dwyer III, Robert J. Moore and Esther M. Stearns (the "Agreement") setting forth, among other things, certain transfer restrictions;

WHEREAS, in accordance with Section 4.02 of the Agreement, the Company and Robert J. Moore wish to amend the Agreement to remove Mr. Moore as a party thereto and waive the restrictions and obligations of the Agreement with respect to Mr. Moore;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Amendment and Waiver. The Agreement is hereby amended to remove Robert J. Moore as a party thereto. The Company hereby waives all restrictions and obligations contained in the Agreement as they pertain to Robert J. Moore, including the transfer restrictions set forth in Section 2.01 of the Agreement.

2. Miscellaneous.

2.01 Severability. If any provision of this Amendment shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement, to the extent permitted by law, shall not be affected and shall remain in full force and effect. Upon any such determination, the parties shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the parties.

2.02 Entire Agreement. Except as otherwise expressly set forth herein, the Agreement, as modified by this Amendment, embodies the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, that may have related to the subject matter hereof in any way.

2.03 Counterparts. This Amendment may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

2.04 Governing Law; Consent to Jurisdiction.

(a) This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware. The parties hereto agree that any suit, action or proceeding ("Litigation") seeking to enforce any provision of, or based on any matter arising out of or in connection with, the Agreement or this Amendment or the transactions

contemplated thereby or hereby shall be brought in any federal court located in the State of Delaware or any Delaware state court. Each of the parties hereto hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any such Litigation, the defense of sovereign immunity, any claim that it is not personally subject to the jurisdiction of the aforesaid courts for any reason, other than the failure to serve process in accordance with this Section 2.04, that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and to the fullest extent permitted by applicable law, that the Litigation in any such court is brought in an inconvenient forum, that the venue of such Litigation is improper, or that this Amendment, or the subject matter hereof, may not be enforced in or by such particular courts and further irrevocably waives, to the fullest extent permitted by applicable law, the benefit of any defense that would hinder, fetter or delay the levy, execution or collection of any amount to which the party is entitled pursuant to the final judgment of any court having jurisdiction. Each of the parties irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any and all rights to trial by jury in connection with any Litigation arising out of or relating to the Agreement or this Amendment or the transactions contemplated thereby or hereby.

(b) Each of the parties hereto irrevocably consents to the service of process out of any of the aforementioned courts in any such Litigation by the mailing of copies thereof by registered mail, postage prepaid, to such party at its address set forth in the Agreement, such service of process to be effective upon acknowledgment of receipt of such registered mail.

(c) The parties hereto each expressly acknowledge that the foregoing waivers are intended to be irrevocable under the laws of the State of Delaware and of the United States of America; provided that consent by the parties hereto to jurisdiction and service contained in this Section 2.04 solely for the purpose referred to in this Section 2.04 and shall not be deemed to be a general submission to said courts or in the State of Delaware other than for such purpose.

2.05 Interpretation. The headings contained in this Amendment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Amendment or the Agreement.

2.06 Effect of Amendment. This Amendment modifies only the obligations of the parties hereto and shall not be considered a modification of the rights of any other Executive (as defined in the Agreement) party to the Agreement. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment will control. Except to the extent expressly modified herein or in conflict with the terms of this Amendment, the terms of the Agreement shall remain in full force and effect.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the undersigned have executed this Amendment and Waiver Agreement as of the date first above written.

ROBERT J. MOORE

LPL INVESTMENT HOLDINGS INC.

/s/ ROBERT J. MOORE

By: /s/ STEPHANIE L. BROWN

Name: Stephanie L. Brown

Title: Secretary

*[Signature Page to Amendment and Waiver Agreement]*

**LPL Financial Names Dan Arnold Chief Financial Officer**

**San Diego, CA – June 5, 2012** – LPL Financial LLC, the nation's largest independent broker-dealer\* and a wholly owned subsidiary of LPL Investment Holdings Inc. (NASDAQ: LPLA), today announced the appointment of Dan Arnold as chief financial officer, effective June 15. In the role of CFO, Mr. Arnold, currently managing director and head of strategy for LPL Financial, will succeed Robert Moore, who was named president and COO on May 1. Following a three-month transition of CFO responsibilities with Mr. Moore, Mr. Arnold will report to Mark Casady, LPL Financial chairman and CEO. Mr. Arnold will be based in San Diego.

"I am very pleased that Dan Arnold will be stepping up to the role of CFO," said Mr. Casady. "Over the course of his 25-year career, Dan built and managed a business, led the integration of that business into LPL Financial, and has taken on leadership of a new department, Strategy, where he has already made a real impact on the way our firm approaches planning for the future."

Before he was named head of strategy in October 2011, Mr. Arnold served as president of Institution Services, the LPL Financial business unit that provides third-party investment and insurance services to more than 750 banks and credit unions nationwide.

Mr. Casady continued, "As the latest step in the realignment of several of LPL Financial's key executive leadership roles, our search for a new CFO led us to interview a number of talented leaders. We looked for a blend of knowledge, energy, and management expertise in an individual who would fit within and contribute to our strong culture. And what this search process clearly demonstrated is that we have in our midst an executive who is ready to take on a new challenge with expanded responsibility."

In his new role as CFO, Mr. Arnold will have oversight of LPL Financial's Finance organization, as well as its Internal Audit and Strategic Planning functions.

"I am pleased with this latest evolution in our leadership team, and with our track record in filling key roles with the best talent available. The success of our IPO and the following stage of our growth as a public company owes much to Robert's contributions in the CFO role. As we open the next chapter for LPL Financial, I believe Dan is uniquely positioned to carry forward our strategic vision for the future of the firm, and I am greatly encouraged by the strength and balance of our senior leadership team," Mr. Casady concluded.

**Forward-Looking Statements**

This press release may contain forward-looking statements that involve risks and uncertainties. Forward-looking statements are not guarantees of future performance and actual results may differ significantly from the results discussed in the forward-looking statements. Important factors that may cause such differences include, but are not limited to, risks and uncertainties associated with changes in general economic and financial market conditions, fluctuations in assets under management, effects of competition in the financial services industry, changes in the number of the Company's financial advisors and institutions and their ability to effectively market financial products and services, the effect of current, pending and future legislation, regulation and regulatory actions and other factors set forth under the heading "Risk Factors" in the Company's Annual Report on Form 10-K for the year ended December 31, 2011 and its Quarterly Report on Form 10-Q for the period ended March 31, 2012, which are available on [www.lpl.com](http://www.lpl.com) and [www.sec.gov](http://www.sec.gov).

You should not rely upon forward-looking statements as predictions of future events. The Company does not undertake and specifically disclaims any obligation to release publicly revisions that may be made to any forward-looking statements to reflect events or circumstances after the date of such statements or to reflect the occurrence of events, whether or not anticipated. In that respect, the Company cautions readers not to place undue reliance on any such forward-looking statements, which speak only as of the date made.

**About LPL Financial**

LPL Financial, a wholly owned subsidiary of LPL Investment Holdings Inc. (NASDAQ: LPLA), is the nation's largest independent broker-dealer (based on total revenues, Financial Planning magazine, June 1996-2011), a top RIA custodian, and a leading independent consultant to retirement plans. LPL Financial offers proprietary technology, comprehensive clearing and compliance services, practice management programs and training, and independent research to over 12,900 financial advisors and approximately 680 financial institutions. In addition, LPL Financial supports over 4,400 financial advisors licensed with insurance companies by providing customized clearing, advisory platforms and technology solutions. LPL Financial and its affiliates have approximately 2,700 employees with headquarters in Boston, Charlotte, and San Diego. For more information, please visit [www.lpl.com](http://www.lpl.com).

Securities offered through LPL Financial. Member FINRA/SIPC



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