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

**FORM 8-K**

**CURRENT REPORT  
Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): September 18, 2009**

**OPKO Health, Inc.**

(Exact Name of Registrant as Specified in Charter)

**Delaware**  
(State or Other  
Jurisdiction of  
Incorporation)

**000-26648**  
(Commission  
File Number)

**75-2402409**  
(IRS Employer  
Identification No.)

**4400 Biscayne Blvd  
Miami, Florida 33137**  
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (305) 575-4100

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ 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.**

### **Preferred Stock Offering**

Effective September 18, 2009, OPKO Health, Inc., a Delaware corporation (the “Company”), entered into a securities purchase agreement (the “Purchase Agreement”) with the private investors named therein (the “Investors”), pursuant to which the Investors agreed to purchase an aggregate of 1,209,677 shares (the “Shares”) of the Company’s newly-designated 8.0% Series D Cumulative Convertible Preferred Stock, par value \$0.01 per share (“Series D Preferred Stock”), at a purchase price of \$24.80 per share, together with warrants (the “Warrants”) to purchase up to an aggregate of 3,024,196 shares of the Company’s common stock, par value \$.01 (the “Common Stock”) at an exercise price of \$2.48 per share (the “Investment”). Initially, the Series D Preferred Stock is convertible into ten shares of the Company’s Common Stock, and the Series D Preferred Stock purchase price is based on the average closing price of the Company’s Common Stock as reported on the NYSE Amex for the five days preceding the execution of the Purchase Agreement. In connection with the Investment, the Company will receive an aggregate of approximately \$30 million. Closing of the Investment is expected to occur on or around September 25, 2009.

Included among the investors is Frost Gamma Investments Trust (the “Gamma Trust”), a trust controlled by Dr. Phillip Frost, the Company’s Chairman of the Board and Chief Executive Officer, and Hsu Gamma Investment, L.P, a limited partnership controlled by Jane H. Hsiao, the Company’s Vice Chairman and Chief Technical Officer.

The Company agreed to issue the Shares and the Warrants in reliance upon the exemption from registration under Section 4(2) of the Securities Act of 1933, as amended (the “Act”). The Shares issued in the Investment, including the shares of the Company’s common stock into which the preferred shares and warrants may be converted, will be “restricted securities” as that term is defined by Rule 144 under the Act, subject to a three year contractual lockup, and no registration rights have been granted.

On September 22, 2009, the Company filed with the Secretary of State of the State of Delaware a Certificate of Designation of the Powers, Preferences and Relative, Participating, Optional and Other Special Rights of 8.0% Series D Cumulative Convertible Preferred Stock, and Qualifications, Limitations and Restrictions Thereof (the “Certificate of Designation”). A summary of the Certificate of Designation is set forth below:

*Dividends.* Holders of the Series D Preferred Stock are entitled to receive, when, as and if declared by the Company’s Board of Directors, dividends on each share of Series D Preferred Stock at a rate per annum equal to 8.0% of the sum of (a) \$24.80, plus (b) any and all declared and unpaid and accrued dividends thereon, subject to adjustment for any stock split, combination, recapitalization or other similar corporate action (the “Liquidation Amount”). All dividends shall be cumulative, whether or not earned or declared, accruing on an annual basis from the issue date of the Series D Preferred Stock.

*Voting.* The Holders of Series D Preferred Stock have the right to receive notice of any meeting of holders of the Company’s Common Stock or Series D Preferred Stock and to vote (on an as-converted into Common Stock basis) upon any matter submitted to a vote of the holders of Common Stock or Series D Preferred Stock. Except as otherwise expressly set forth in the Company’s Amended and Restated Certificate of Incorporation, as amended from time to time, the holders of Series D Preferred Stock will vote on each matter submitted to them with the holders of Common Stock and all other classes and series of the Company’s capital stock entitled to vote on such matter, taken together as a single class.

*Rank.* With respect to dividend distributions (other than required dividends to the holders of the Company’s Series A Preferred Stock) and distributions upon liquidation, winding up or dissolution of the Company, the Series D Preferred Stock ranks senior to all classes of Common Stock, the Company’s Series A Preferred Stock, the Company’s Series C Preferred Stock, and to each other class of the Company’s capital stock existing now or hereafter created that are not specifically designated as ranking senior to or pari passu with the Series D Preferred Stock.

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*Liquidation Preference.* Upon the occurrence of a Liquidation Event (as defined in the Certificate of Designation), holders of Series D Preferred Stock are entitled to be paid, subject to applicable law, out of the assets of the Company available for distribution to its stockholders, an amount in cash (the “Liquidation Payment”) for each share of Series D Preferred Stock equal to the greater of (x) the Liquidation Amount for each such share of Series D Preferred Stock outstanding plus (i) any declared and unpaid dividends and (ii) accrued dividends or (y) the amount for each share of Series D Preferred Stock the holders would be entitled to receive pursuant to the Liquidation Event if all of the shares of Series D Preferred Stock had been converted into Common Stock as of the date immediately prior to the date fixed for determination of stockholders entitled to receive a distribution in such Liquidation Event. Such Liquidation Payment will be paid before any cash distribution will be made or any other assets distributed in respect of any class of securities junior to the Series D Preferred Stock, including, without limitation, Common Stock and the Company’s Series A Preferred Stock.

*Conversion.* The holder of any share of Series D Preferred Stock may at any time and from time to time convert such share into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing (A) the Liquidation Amount of the share by (B) the Conversion Price, which is initially \$2.48, subject to adjustment as provided in the Certificate of Designation. Initially, the Series D Preferred Stock is convertible into 10 shares of the Company’s Common Stock.

*Mandatory Conversion.* The Corporation may, at any time, convert the outstanding Series D Preferred Stock into such number of fully paid and non-assessable shares of Common Stock as is determined by dividing (A) the Liquidation Amount of the shares by (B) the Conversion Price, but only if the closing bid price of the Common Stock exceeds \$5.00 per share during any thirty (30) consecutive trading days prior to each conversion. Initially, the Series D Preferred Stock is convertible into 10 shares of the Company’s Common Stock.

*Redemption.* To the extent it is lawfully able to do so, the Company may redeem all of the then outstanding shares of Series D Preferred Stock by paying in cash an amount per share equal to \$24.80 plus all declared or accrued unpaid dividends on such shares, subject to adjustment for any stock dividends or distributions, splits, subdivisions, combinations, reclassifications, stock issuances or similar events with respect to the Common Stock.

The foregoing description of the Purchase Agreement, the Warrant and the Certificate of Designation is only a summary and is qualified in its entirety by reference to the full text of the Form of Purchase Agreement, the Form of Warrant to Purchase Shares of Common Stock and the Certificate of Designation, which are filed as Exhibit 10.1, Exhibit 10.2 and Exhibit 3.1, respectively, to this Current Report on Form 8-K, and each of which is incorporated herein by reference.

#### **Investment in Cocrystal Discovery, Inc.**

Effective September 21, 2009, the Company entered into an agreement pursuant to which the Company invested \$2.5 million in Cocrystal Discovery, Inc., a privately held biopharmaceutical company (“Cocrystal”) in exchange for 1,701,723 shares of Cocrystal’s Series A Preferred Stock. A group of investors led by The Frost Group, LLC, whose members include the Gamma Trust, Jane Hsiao, Steven D. Rubin the Company’s Executive Vice President — Administration, and Rao Uppaluri, the Company’s Chief Financial Officer (the “Frost Investors”), previously invested \$5 million in Cocrystal, and agreed to invest an additional \$5 million payable in two equal installments. As a result of an amendment to the Frost Investor agreements dated June 9, 2009, OPKO, rather than the Frost Investors, would make the first installment investment (\$2.5 million) on or around September 18, 2009. Following the second installment investment of \$2.5 million in Cocrystal by the Frost Investors, OPKO will own approximately 16% of Cocrystal and the Frost Group will own approximately 42% of Cocrystal, each on a fully diluted basis. Dr. Frost, Mr. Rubin, and Dr. Hsiao currently serve on the Board of Directors of Cocrystal.

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**ITEM 3.02. Unregistered Sales of Equity Securities.**

The information disclosed under Item 1.01 of this report under the heading “Preferred Stock Offering” is incorporated into this Item 3.02 in its entirety.

**ITEM 3.03. Material Modification to Rights of Security Holders.**

The information disclosed under Item 1.01 of this report under the heading “Preferred Stock Offering” is incorporated into this Item 3.03 in its entirety.

**ITEM 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

The information disclosed under Item 1.01 of this report under the heading “Preferred Stock Offering” is incorporated into this Item 5.03 in its entirety.

**ITEM 8.01. Other Events.**

On September 22, 2009, the Company issued a press release announcing the entry into the Purchase Agreement as set forth in Item 1.01 of this Current Report on Form 8-K. The press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

On September 22, 2009, the Company presented at the UBS 2009 Global Life Sciences Conference. A copy of the Company’s presentation slides is furnished as Exhibit 99.2 to this Current Report on Form 8-K and became available on the OPKO website on the day of the presentation.

The information contained in Item 8.01 to this Current Report on Form 8-K, Exhibit 99.1 and Exhibit 99.2 attached hereto shall not be deemed “filed” for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing by the Company under the Act.

**ITEM 9.01. Financial Statements and Exhibits****(d) Exhibits**

Exhibit Number	Description
3.1	Certificate of Designation of Series D Preferred Stock.
10.1	Form of Securities Purchase Agreement.
10.2	Form of Warrant to Purchase Shares of Common Stock.
99.1	Press Release dated September 22, 2009.
99.2	UBS 2009 Global Life Sciences Conference Presentation

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## **SIGNATURES**

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.

OPKO Health, Inc.

By /s/ Adam Logal

Name: Adam Logal

Title: Executive Director Finance, Chief  
Accounting Officer, and Treasurer

Date September 24, 2009

**CERTIFICATE OF DESIGNATION OF THE POWERS,  
PREFERENCES AND RELATIVE, PARTICIPATING,  
OPTIONAL AND OTHER SPECIAL RIGHTS OF 8.0%  
SERIES D CUMULATIVE  
CONVERTIBLE PREFERRED STOCK, AND  
QUALIFICATIONS, LIMITATIONS AND RESTRICTIONS THEREOF**

**Pursuant to Section 151 of the  
General Corporation Law of the State of Delaware**

OPKO Health, Inc. (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware, does hereby certify that, pursuant to authority conferred upon the board of directors of the Corporation (the "Board of Directors") by its Amended and Restated Certificate of Incorporation (hereinafter referred to, including as it may be amended from time to time, as the "Certificate of Incorporation"), and pursuant to the provisions of Section 151 of the DGCL, said Board of Directors, on September 17, 2009, duly approved and adopted the following resolution (the "Resolution"):

RESOLVED, that, pursuant to the authority vested in the Board of Directors by the Corporation's Certificate of Incorporation, the Board of Directors does hereby create, authorize and provide for the issuance of 8.0% Series D Cumulative Convertible Preferred Stock, par value \$0.01 per share, with an initial stated value of \$24.80 per share, consisting of 2,000,000 shares, having the designations, preferences, relative, participating, optional and other special rights and the qualifications, limitations and restrictions thereof that are set forth in the Certificate of Incorporation and in this Resolution as follows:

(a) Designation. There is hereby created out of the authorized and unissued shares of Preferred Stock of the Corporation a series of Preferred Stock designated as the "8.0% Series D Cumulative Convertible Preferred Stock." The number of shares constituting such series shall be 2,000,000 and such shares are referred to herein as the "Series D Preferred Stock." The liquidation preference of the Series D Preferred Stock shall be \$24.80 per share as adjusted for each stock combination, stock split, recapitalization, or similar corporate action that is the functional equivalent of any of the foregoing, with respect to such share, plus any and all declared and accrued unpaid dividends thereon (the "Liquidation Amount").

(b) Rank. The Series D Preferred Stock shall, with respect to dividend distributions and distributions upon liquidation, winding up or dissolution of the Corporation, rank (i) senior to all classes of Common Stock, to the Series A Preferred Stock (except as otherwise expressly provided herein), the Series C Preferred Stock, and to each other class of Capital Stock of the Corporation or series of Preferred Stock of the Corporation existing or hereafter created that are

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not Senior Securities or Parity Securities (collectively referred to, together with all classes of Common Stock, to the Series A Preferred Stock, and the Series C Preferred Stock, as “Junior Securities”); (ii) on a parity with any class of Capital Stock of the Corporation or series of Preferred Stock of the Corporation hereafter created, the terms of which expressly provide that such class or series will rank on a parity with the Series D Preferred Stock as to dividend distributions and distributions upon liquidation, winding-up or dissolution (collectively referred to as “Parity Securities”); and (iii) junior to each other class of Capital Stock of the Corporation or series of Preferred Stock of the Corporation hereafter created, the terms of which expressly provide that such class or series will rank senior to the Series D Preferred Stock as to dividend distributions and distributions upon liquidation, winding-up or dissolution of the Corporation (collectively referred to as “Senior Securities”).

(c) Dividends.

(i) From the Issue Date, (A) the Holders shall be entitled to receive, when, as and if declared by the Board of Directors, out of funds legally available therefor, dividends on each share of Series D Preferred Stock at a rate per annum equal to 8.0% of the Liquidation Amount per share of the Series D Preferred Stock, and (B) in the event that the Corporation shall declare and pay or make a dividend or any other distribution (including, without limitation, in cash, in Capital Stock (which shall include, without limitation, any options, warrants, convertible securities or other rights to acquire Capital Stock of the Corporation, whether or not pursuant to a shareholder rights plan, “poison pill” or similar arrangement), evidence of indebtedness issued by the Corporation or other Persons or other property or assets) on or with respect to shares of any class of Common Stock of the Corporation, then the Board of Directors shall declare, and the Holders shall be entitled to receive in respect of each share of Series D Preferred Stock, a dividend or distribution in an amount equal to the amount of such dividend or distribution received by a holder of the number of shares of Common Stock for which such share of Series D Preferred Stock is convertible on the date of the payment of such dividend or distribution to holders of Common Stock. All dividends provided for in clause (A) above shall be cumulative, whether or not earned or declared, accruing on an annual basis from the Issue Date.

In the event that the Corporation shall not have funds legally available for, or is otherwise prohibited by the DGCL, or any other applicable law, from paying any amounts under this paragraph (c)(i), the obligation to pay such amounts shall be carried forward and fulfilled when such funds are legally available and the Corporation is permitted to do so under the DGCL or any other applicable law.

Each dividend shall be payable to the Holders of record as they appear on the stock books of the Corporation on the applicable record date therefor; provided that any dividend or distribution payable pursuant to clause (B) above of the first paragraph of this paragraph (c)(i) shall be paid to the Holders of shares of record as they appear on the stock books of the Corporation on the record date applicable to holders of Common Stock and shall be paid to the Holders at the same time such dividend or distribution is made to holders of Common Stock, provided that such payment to all holders of Common Stock is not then prohibited under the DGCL or any other applicable law.

(ii) All dividends paid with respect to shares of the Series D Preferred Stock pursuant to paragraph (c)(i) shall be paid pro rata to the Holders entitled thereto.

(iii) (A) No full dividends shall be declared by the Board of Directors or paid or set apart for payment by the Corporation on any Parity Securities for any period unless full cumulative dividends have been or contemporaneously are declared and paid in full, or declared and a sum in cash set apart sufficient for such payment, on the Series D Preferred Stock for all periods terminating on or prior to the date of payment of such full dividends on such Parity Securities. If any dividends are not so paid in full, all partial dividends declared upon shares of the Series D Preferred Stock and any Parity Securities shall be declared pro rata so that the amount of dividends declared per share on the Series D Preferred Stock and such Parity Securities shall in all cases bear to each other the same ratio that accrued dividends per share on the Series D Preferred Stock and such Parity Securities bear to each other.

(B) So long as any share of the Series D Preferred Stock is outstanding, the Corporation shall not declare, pay or set apart for payment any dividend on any of the Junior Securities (other than with respect to the required dividend on the Series A Preferred Stock), or make any payment on account of, or set apart for payment money for a sinking or other similar fund for, the purchase, redemption or other retirement of, any of the Junior Securities (other than the Series A Preferred Stock) or any warrants, rights, calls or options exercisable for or convertible into any of the Junior Securities, whether in cash, obligations or shares of the Corporation or other property, and shall not permit any corporation or other entity directly or indirectly controlled by the Corporation to purchase or redeem any of the Junior Securities (other than the Series A Preferred Stock) or any such warrants, rights, calls or options (other than in exchange for Junior Securities) unless full cumulative dividends determined in accordance herewith on the Series D Preferred Stock have been paid in full for all periods ended prior to the date of such payment.

(C) So long as any share of the Series D Preferred Stock is outstanding, the Corporation shall not (except with respect to dividends as permitted by paragraph (c)(iii)) make any payment on account of, or set apart for payment money for a sinking or other similar fund for, the purchase, redemption or other retirement of, any of the Parity Securities or any warrants, rights, calls or options exercisable for or convertible into any of the Parity Securities, whether in cash, obligations or shares of the Corporation or other property, and shall not permit any corporation or other entity directly or indirectly controlled by the Corporation to purchase or redeem any of the Parity Securities or any such warrants, rights, calls or options.

(iv) Dividends payable on the Series D Preferred Stock for any period less than a year shall be computed on the basis of a 360-day year of twelve 30-day months and, for periods not involving a full calendar month, the actual number of days elapsed (not to exceed 30 days).

(v) The Corporation may, at its option, pay declared or accrued dividends on the Series D Preferred Stock in Common Stock valued at the lower of the Current Market Price or the Reference Issue Price on the date such dividend is declared by the Board of Directors.



(d) Liquidation Preference.

(i) Upon the occurrence of a Liquidation Event, the Holders shall be entitled to be paid (provided that such cash payment is not then prohibited under the DGCL, or any other applicable law) out of the assets of the Corporation available for distribution to its stockholders an amount in cash for each share of Series D Preferred Stock equal to the greater of (x) the sum of the Liquidation Amount for each share of Series D Preferred Stock outstanding, including an amount in cash equal to all declared and accrued unpaid dividends thereon to the date of such Liquidation Event, or (y) the amount for each share of Series D Preferred Stock the Holders would be entitled to receive pursuant to the Liquidation Event if all of the shares of Series D Preferred Stock had been converted into Common Stock as of the date immediately prior to the date fixed for determination of stockholders entitled to receive a distribution in such Liquidation Event, before any cash distribution shall be made or any other assets distributed in respect of Junior Securities to the holders of any Junior Securities including, without limitation, Common Stock of the Corporation (the "Liquidation Payment").

(ii) If upon any Liquidation Event, the amounts payable with respect to the Series D Preferred Stock under paragraph (d)(i) above are not paid in full, the Holders and the holders of Parity Securities will share equally and ratably in any distribution of assets of the Corporation in proportion to the full amount to which each is entitled upon a Liquidation Event.

(iii) As used herein, a "Liquidation Event" shall include (A) the closing of the sale, transfer, license, or other disposition of all or substantially all of the Corporation's assets, (B) the consummation of a merger or consolidation of the Corporation with or into another entity (except a merger or consolidation in which the holders of capital stock of the Corporation immediately prior to such merger or consolidation continue to hold at least 50% of the voting power of the capital stock of the Corporation or the surviving or acquiring entity), (C) the acquisition, in one transaction or a series of related transactions occurring after the Issue Date, by a Person (other than an underwriter of the Corporation's securities) or group of Persons acting in concert, of 50% or more of the outstanding voting stock of the Corporation, or (D) a liquidation, dissolution or winding up of the affairs of the Corporation. For purposes of this definition, the sale or conveyance (by lease, assignment, transfer or otherwise, in a single transaction or series of transactions) of all or substantially all of the properties or assets of one or more subsidiaries of the Corporation, the Capital Stock of which constitutes all or substantially all of the Corporation's assets, shall be deemed to be the transfer of all or substantially all of the assets of the Corporation. The treatment of any particular transaction or series of related transactions as a Liquidation Event may be waived by the written consent of the Holders of a majority of the outstanding Series D Preferred Stock.

(e) Conversion and Anti-Dilution Provisions.

(i) Holders' Right to Convert. The Holder of any share of Series D Preferred Stock may at any time and from time to time convert such share into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing (A) the Liquidation Amount of the share by (B) the Conversion Price. Such conversion right shall be exercised by the surrender of the shares to be converted to the Corporation, accompanied by written notice to the Corporation of such Holder's election to convert in the form of Annex A hereto.

(ii) Corporation's Right to Convert. The Corporation may, at any time, convert the outstanding Series D Preferred Stock in whole but not in part, with each Share of Series D Preferred Stock converting into such number of fully paid and non-assessable shares of Common Stock as determined by dividing (A) the Liquidation Amount of the shares by (B) the Conversion Price, but only if the closing bid price of the Common Stock has exceeded \$5.00 per share during any thirty (30) consecutive trading days prior to such conversion.

(iii) Method of Holder Initiated Conversion. To convert a share of Series D Preferred Stock into shares of Common Stock pursuant to subparagraph (e)(i), the Holder of such share of Series D Preferred Stock must surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Series D Preferred Stock, and give written notice to the Corporation at its principal corporate office of the election to convert such shares, and, if desired, the name of such Holder's nominee in which the certificates for Common Stock issued upon such conversion are to be issued; provided, however, that a Holder may make its conversion contingent upon the consummation of one or more events and such Holder's shares of Series D Preferred Stock shall not be deemed to be converted until immediately prior to the consummation of such event(s) (but solely for purposes of determining any record date for the stockholders of the Corporation entitled to participate in such event(s), such conversion shall be deemed to have occurred immediately prior to such record date). The Corporation shall, as soon as practicable after such surrender (and following the effectiveness of such conversion, in the case of a conditional conversion), issue and deliver at such office to such Holder, or to the nominee or nominees of such Holder, a certificate or certificates for the number of shares of Common Stock to which such Holder is entitled as a result of such conversion. Such conversion shall be deemed to have been effected immediately prior to the close of business on the date notice of conversion is received by the Corporation, and upon the effectiveness of such conversion on such date, all rights of the Holder of such shares of Series D Preferred Stock as a Holder of such shares shall cease at such time, and the Person(s) in whose name(s) the certificates for such shares of Common Stock are to be issued shall be treated for all purposes as having become the record holder(s) thereof at such time; provided, however, that if a Holder shall have elected to make its conversion contingent upon the consummation of one or more events, such conversion shall not be effective until immediately prior to the consummation of such event(s) (but solely for purposes of determining any record date for the stockholders of the Corporation entitled to participate in such event(s), such conversion shall be deemed to have occurred immediately prior to such record date), it being understood that if such event(s) is/are not consummated in accordance with the terms of such conditional conversion then such conversion shall not be effective unless consented to in writing by such Holder. Notwithstanding the foregoing, if the Holder's stock certificates have been lost, stolen, or destroyed, then in lieu of delivering such certificates pursuant to this subparagraph (e)(iii), such Holder may notify the Corporation or its transfer agent to such effect and deliver an executed agreement, reasonably satisfactory to the Corporation, to indemnify the Corporation from any loss incurred by it in connection with such lost, stolen, or destroyed certificates.

(iv) Method of Corporation Initiated Conversion. In the event of a conversion pursuant to subparagraph (e)(ii), immediately prior to the close of business on the date of receipt of notice by each Holder from the Corporation of its election to convert all of the outstanding shares of Series D Preferred Stock, the outstanding shares of Series D Preferred Stock shall be converted automatically without any further action by the Holders of such shares or any other

Person and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent, whereupon all rights of the Holders of such shares of Series D Preferred Stock as Holders of such shares shall cease, and the Person(s) in whose name(s) the certificates representing the underlying shares of Common Stock are to be issued shall be treated for all purposes as having become the record holder(s) thereof; provided, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless the certificates evidencing such shares of Series D Preferred Stock are either delivered to the Corporation or its transfer agent, as provided below, or the Holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement reasonably satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. Upon the occurrence of such conversion of Series D Preferred Stock, the Holders shall surrender the certificates representing such shares at the office of the Corporation or any transfer agent for the Series D Preferred Stock or provide an indemnity agreement as described above. Thereupon, there shall be issued and delivered to such Holder promptly at such office and in its name as shown on such surrendered certificate or certificates (or as contemplated by such indemnity agreement), a certificate or certificates for the number of shares of Common Stock into which the shares of Series D Preferred Stock surrendered were convertible on the date on which such conversion occurred.

(v) Adjustments to Number of Shares and Conversion Price. The number of shares of Common Stock issuable upon conversion of each share of Series D Preferred Stock shall be adjusted from time to time as follows:

(A) If, after the Issue Date, the Corporation (I) pays a dividend or makes a distribution on its Common Stock in shares of its Capital Stock, (II) subdivides its outstanding shares of Common Stock into a greater number of shares, (III) combines its outstanding shares of Common Stock into a smaller number of shares, or (IV) issues by reclassification of its shares of Common Stock any shares of Capital Stock of the Corporation (including any reclassification in connection with a merger or consolidation in which the Corporation is the surviving corporation), then the number of shares of Common Stock issuable upon conversion of each share of Series D Preferred Stock shall be adjusted so that the Holder of any share of the Series D Preferred Stock thereafter surrendered for conversion shall be entitled to receive the number and kind of shares of Capital Stock that such Holder would have owned immediately following such action had such share of Series D Preferred Stock been converted immediately prior thereto, and the Conversion Price shall be appropriately adjusted to reflect any such event. An adjustment made pursuant to this subparagraph (e)(v)(A) shall become effective immediately after the record date in the case of a dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination, or reclassification. Such adjustment shall be made successively whenever any event described above shall occur.

(B) For purposes of this subparagraph (e)(v), no adjustment of the Conversion Price shall be made in an amount less than 1/100th of one cent per share; provided that any adjustments that are not required to be made by reason of this sentence shall be carried forward and shall be taken into account in any subsequent adjustment made.

(vi) Fractional Shares. No fractional shares of Common Stock shall be issued upon the conversion of any share or shares of Series D Preferred Stock but instead, upon conversion, at the option of the exercising Holder, either (i) fractional shares shall be rounded up to the nearest whole share and the exercising Holder shall pay to the Corporation the portion of the Conversion Price per share represented by such fractional share or (ii) the Corporation shall pay to the exercising Holder the portion of the Current Market Price per share of Common Stock represented by such fractional share. If more than one such share of Series D Preferred Stock is surrendered for conversion at the same time by the same Holder, the number of full shares that are issuable upon the conversion thereof shall be computed on the basis of the aggregate number of shares so surrendered.

(vii) Mergers; Etc. If there is (i) any consolidation, merger, or conversion of form of legal entity to which the Corporation is a party, other than a consolidation or a merger that does not result in any reclassification or exchange of, or change in, outstanding shares of the Common Stock and other than a Liquidation Event, or (ii) any other event that causes the holders of Common Stock to receive a different or additional kind or amount of shares of stock or other securities or other property (other than an event for which an adjustment in the kind and amount of shares of stock or other securities or other property for which the Series D Preferred Stock is convertible is otherwise made pursuant to this paragraph (e) and other than a Liquidation Event), then the Holder of each share of Series D Preferred Stock then outstanding shall have the right upon conversion pursuant to the terms hereof to receive the kind and amount of shares of stock and other securities and property receivable upon such consolidation, merger or other event by a holder of the number of shares of Common Stock issuable upon conversion of such share immediately prior to such consolidation, merger or other event, subject to adjustments that shall be as nearly equivalent as may be practicable to the adjustments provided for in this paragraph (e). The provisions of this subparagraph (e) (vii) shall similarly apply to successive consolidations, mergers and other events.

(viii) Reserves. The Corporation covenants that it will at all times reserve and keep available, solely for the purpose of issuance upon conversion of the shares of Series D Preferred Stock, such number of shares of Common Stock as shall be issuable upon the conversion of all such outstanding shares, provided that nothing contained herein shall be construed to preclude the Corporation from satisfying its obligations in respect of the conversion of shares of Series D Preferred Stock by delivery of shares of Common Stock that are held in the treasury of the Corporation.

(ix) Transfer Taxes. The Corporation shall pay any and all documentary, stamp, issue or transfer taxes, and any other similar taxes payable in respect of the issue or delivery of shares of Common Stock upon conversion of shares of Series D Preferred Stock pursuant hereto; provided, however, that the Corporation shall not be required to pay any tax which may be payable in respect of any transfer involved in the issue or delivery of shares of Common Stock in a name other than that of the Holder of the shares of Series D Preferred Stock to be converted and no such issue or delivery shall be made unless and until the person requesting such issue or delivery has paid to the Corporation the amount of any such tax or has established, to the reasonable satisfaction of the Corporation, that such tax has been paid.

(x) No Adjustment Less than Par Value. No adjustment in the Conversion Price shall reduce the Conversion Price below the then par value of the Common Stock.

(xi) Notice of Adjustment. Whenever the Conversion Price or conversion privilege is adjusted, the Corporation shall promptly mail to Holders a notice of the adjustment briefly stating the facts requiring the adjustment and the manner of computing it.

(f) Voting Rights.

(i) Generally. The Holders shall have the right to receive notice of any meeting of holders of Common Stock or Series D Preferred Stock and to vote upon any matter submitted to a vote of the holders of Common Stock or Series D Preferred Stock. Except as otherwise expressly set forth in the Certificate of Incorporation (including this Certificate of Designation and all other Certificates of Designation with respect to other classes or series of securities), the Holders shall vote on each matter submitted to them with the holders of Common Stock and all other classes and series of Capital Stock entitled to vote on such matter, taken together as a single class.

(ii) Special Matters. For so long as at least 66 2/3% of the shares of Series D Preferred Stock that have been issued under this Certificate of Designation as of the applicable record date remain outstanding, the Corporation may not affect any of the following after the Issue Date without the consent and approval of the holders of a majority of the outstanding shares of Series D Preferred Stock, voting or consenting, as the case may be, as one class, separately from the holders of each other class and series of securities of the Corporation, in person or by proxy, either in writing or by resolution adopted at an annual or special meeting.

(A) the amendment or waiver of any of the terms of this Certificate of Designation or (B) the amendment or waiver of any other terms of the Certificate of Incorporation so as to affect (whether by merger, consolidation or otherwise) the specified rights, powers, preferences, or voting rights of the Series D Preferred Stock, including, in each case, any action to increase or decrease the number of authorized shares of Series D Preferred Stock.

Notwithstanding the foregoing, without the consent of each Holder, no such amendment or waiver of the Certificate of Incorporation (whether by merger, consolidation or otherwise) may (i) subject any Holder to any additional obligation, (ii) reduce the Liquidation Amount of or dividend rate on the Series D Preferred Stock, (iii) postpone the date fixed for any payment of the Liquidation Amount, or any dividends or other payments in respect of the Series D Preferred Stock, (iv) change the percentage of the shares of Series D Preferred Stock the Holders of which shall be required to consent or take any other action under this paragraph (f) or any other provision of this Certificate of Designation, or (v) adversely affect the conversion rights of the Series D Preferred Stock.

(iii) Number of Votes. In any case in which the holders of the Series D Preferred Stock shall be entitled to vote pursuant to this Certificate of Designation or pursuant to the DGCL or other applicable law, each Holder entitled to vote with respect to such matter shall be entitled to vote, with respect to each share of such Series D Preferred Stock, the number of

votes that equals the number of shares of Common Stock into which such share of Series D Preferred Stock is then convertible.

(g) Conversion or Exchange. The Holders shall not have any rights hereunder to convert shares of the Series D Preferred Stock into or exchange such shares for shares of any other class or classes or of any other series of any class or classes of Capital Stock of the Corporation other than as provided in this Certificate of Designation.

(h) Reissuance of Series D Preferred Stock. Shares of Series D Preferred Stock that have been issued and reacquired in any manner, including shares purchased or redeemed or exchanged, shall (upon compliance with any applicable provisions of the DGCL or other applicable law) have the status of authorized and unissued shares of Preferred Stock undesignated as to series and may be redesignated and reissued as part of any series of Preferred Stock; provided that any issuance of such shares of Preferred Stock must be in compliance with the terms hereof.

(i) Business Day. If any payment, redemption or exchange shall be required by the terms hereof to be made on a day that is not a Business Day, such payment, redemption or exchange shall be made on the immediately succeeding Business Day.

(j) Optional Redemption Right of the Corporation. The Corporation shall, to the extent it may lawfully do so, have the right to redeem, upon giving fifteen (15) days' written notice to the Series D Holders (the "Redemption Notice"), all of the then outstanding shares of Series D Preferred Stock by paying in cash therefor a sum per share equal to (i) the Reference Issue Price multiplied by (ii) the number of shares of Common Stock into which one share of Series D Preferred Stock is then convertible, plus all declared or accrued unpaid dividends on such shares (the "Redemption Price") on a date (the "Redemption Date") that is no later than thirty (30) days after the date such notice is received by the Holders. If the Redemption Notice shall have been duly given and if, on or before the Redemption Date, all funds necessary for such redemption shall have been set aside by the Corporation in trust for the account of the holders of the Series D Preferred Stock to be redeemed, so as to be available therefore, then, from and after the mailing of the Redemption Notice, notwithstanding that any certificate for shares of Series D Preferred Stock so called for redemption shall not have been surrendered for cancellation, all rights in or with respect to such shares shall terminate except the right of the holder to (i) receive the Redemption Price, without interest, upon compliance with the procedures specified in the Redemption Notice, or (ii) convert such shares of Series D Preferred Stock into Common Stock pursuant to paragraph (e)(i), not later than the fourth business day preceding the Redemption Date.

(k) Notices. Unless otherwise provided in this Certificate of Designation or by applicable law, all notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be personally delivered, delivered by facsimile or courier service, or mailed, certified with first class postage prepaid, or emailed, to its address set forth on the books of the Corporation, in the case of communications to a stockholder, and to the registered office of the Corporation in the State of Delaware with a copy to the chief executive officer of the Corporation at 4400 Biscayne Boulevard, Miami, Suite 1180, Florida 33137, Attention: General Counsel, for all communications to the Corporation. Each such notice,

request, demand, or other communication shall be deemed to have been given and received (whether actually received or not) on the date of actual delivery thereof, if personally delivered or delivered by facsimile transmission (if receipt is confirmed at the time of such transmission by telephone), or on the third day following the date of mailing, if mailed in accordance with this paragraph (k), or on the day specified for delivery to the courier service (if such day is one on which the courier service will give normal assurances that such specified delivery will be made); provided that no email communications shall be deemed to have been received unless the intended recipient thereof shall reply confirming receipt. Any notice, request, demand, or other communication given otherwise than in accordance with this paragraph (k) shall be deemed to have been given on the date actually received. Any stockholder may change its address for purposes of this paragraph (k) by giving written notice of such change to the Corporation in the manner hereinabove provided. Whenever any notice is required to be given by law or by this Certificate of Designation, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of notice.

(l) Definitions. As used in this Certificate of Designation, the following terms shall have the following meanings (with terms defined in the singular having comparable meanings when used in the plural and vice versa), unless the context otherwise requires:

“Affiliate” as applied to any Person, means any other Person directly or indirectly controlling, controlled by, or under common control with, that Person. For the purposes of this definition, “control” (including, with correlative meanings, the terms “controlling”, “controlled by” and “under common control with”), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities or by contract or otherwise. For purposes of this definition, a Person shall be deemed to be “controlled by” a Person if such latter Person possesses, directly or indirectly, power to vote 10% or more of the securities having ordinary voting power for the election of directors of such former Person.

“Board of Directors” shall have the meaning provided in the first paragraph of this Certificate of Designation.

“Business Day” means any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or is a day on which banking institutions located in such state are authorized or required by law or other governmental action to close.

“Capital Stock” means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interest in (however designated) capital stock.

“Certificate of Designation” means this Certificate of Designation creating the Series D Preferred Stock.

“Certificate of Incorporation” shall have the meaning provided in the first paragraph of this Certificate of Designation.

“Closing bid price”: with respect to the Common Stock on any trading day, shall mean (A) if the Common Stock is listed or admitted to trading on any securities exchange, the closing price, regular way, on such day on the principal exchange on which the Common Stock

is traded, or if no sale takes place on such day, the average of the closing bid and asked prices on such day, (B) if the Common Stock is not then listed or admitted to trading on any securities exchange, the last reported sale price on such day, or if there is no such last reported sale price on such day, the average of the closing bid and the asked prices on such day, as reported by a reputable quotation source designated by the Corporation or (C) if neither clause (A) nor (B) is applicable, the average of the reported high bid and low asked prices on such day, as reported by a reputable quotation service, or a newspaper of general circulation in the Borough of Manhattan, City of New York, customarily published on each trading day, in each case designated by the Corporation. If there are no such prices on a trading day, then the closing bid price shall not be determinable for such trading day.

“Commission” means the Securities and Exchange Commission, as from time to time constituted, created under the Exchange Act or, if at any time after the Issue Date such Commission is not existing and performing the duties now assigned to it under the Exchange Act, the body performing such duties at such time.

“Common Stock” means the Corporation’s Common Stock, par value \$0.01 per share.

“Conversion Price” means \$2.48 and shall be subject to adjustment as provided in subparagraph (e)(v) hereof.

“Corporation” shall have the meaning provided in the first paragraph of this Certificate of Designation.

“Current Market Price” per share of Common Stock on any date means:

(i) if the Common Stock is not registered under the Exchange Act, the value of the Common Stock determined by (A) the legally adopted vote or consent of the Board of Directors and certified in a board resolution, or (B) if the Board of Directors is unable or unwilling to determine such value within a period of 30 days, an Independent Financial Advisor, or

(ii) if the Common Stock is registered under the Exchange Act, the average of the daily closing bid prices of the Common Stock for the 20 consecutive trading days preceding such date, but only if the Common Stock shall have been listed on a national securities exchange or traded through an automated quotation system during such entire 20 trading day period. If the Common Stock shall have not been so listed or traded for such entire 20 trading day period, the Current Market Price per share of Common Stock shall be determined as if the Common Stock was not registered under the Exchange Act.

“DGCL” means the General Corporation Law of the State of Delaware.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

“Fair Market Value” means, with respect to any asset or property, the price which would be negotiated in an arm’s-length transaction, for cash, between an informed and willing



seller under no compulsion to sell and an informed and willing buyer under no compulsion to buy. Fair Market Value shall be determined (A) by the legally adopted vote or consent of the Board of Directors and certified in a Board Resolution, or (B) if the Board of Directors is unable or unwilling to determine such value within a period of thirty (30) days, the Fair Market Value shall be determined by an Independent Financial Advisor.

“Holder” means a holder of shares of Series D Preferred Stock as reflected in the register maintained by the Corporation or the transfer agent for the Series D Preferred Stock.

“Independent,” as applied to a Person, means that such Person (i) is in fact independent, (ii) does not have any direct financial interest or any material indirect financial interest in the Corporation or any of its subsidiaries, or in any Affiliate of the Corporation or any of its subsidiaries (other than as a result of holding securities of the Corporation in trading accounts) and (iii) is not an officer, employee, promoter, trustee, partner, director or Person performing similar functions for the Corporation or any of its subsidiaries or any Affiliate of the Corporation or any of its subsidiaries.

“Independent Financial Advisor” means a reputable accounting, appraisal or investment banking firm that is, in the reasonable judgment of the Board of Directors, qualified to perform the task for which such firm has been engaged as contemplated hereunder, nationally recognized, disinterested and Independent with respect to the Corporation (including its subsidiaries) and its Affiliates and reasonably acceptable to the Required Holders.

“Issue Date” means the first date on which shares of the Series D Preferred Stock are issued.

“Junior Securities” shall have the meaning provided in paragraph (b).

“Liquidation Amount” shall have the meaning provided in paragraph (a).

“Liquidation Event” shall have the meaning provided in paragraph (d)(iii).

“Liquidation Payment” shall have the meaning provided in paragraph (d)(i).

“Parity Securities” shall have the meaning provided in paragraph (b).

“Person” means an individual, corporation, partnership, limited liability company, trust or trustee thereof, estate or executor thereof, unincorporated organization or joint venture, court or governmental unit or any agency or subdivision thereof, or any other legally recognizable entity.

“Preferred Stock” means, with respect to any Person, Capital Stock of any class or classes (however designated) of such Person which is preferred as to the payment of dividends or distributions, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over Capital Stock of any other class of such Person.

“Reference Issue Price” means \$2.48 per share of Common Stock, as such amount shall be appropriately adjusted under paragraph (e)(v) hereof for any stock dividends or

distributions, splits, subdivisions, combinations, reclassifications, stock issuances or similar events with respect to such Common Stock occurring after the Issue Date.

“Required Holders” means the Holders of a majority of the then outstanding shares of Series D Preferred Stock.

“Resolution” shall have the meaning provided in the first paragraph of this Certificate of Designation.

“Redemption Date” shall have the meaning provided in paragraph (j).

“Redemption Notice” shall have the meaning provided in paragraph (j)

“Redemption Price” shall have the meaning provided in paragraph (j)

“Senior Securities” shall have the meaning provided in paragraph (b).

“Series A Preferred Stock” means the Series A Convertible Preferred Stock, par value \$0.01 per share, of the Corporation.

“Series C Preferred Stock” means the Series C Convertible Preferred Stock, par value \$0.01 per share, of the Corporation.

“Series D Preferred Stock” shall have the meaning provided in paragraph (a).

**IN WITNESS WHEREOF**, said Corporation has caused this Certificate of Designation to be signed by Kate Inman, its Deputy General Counsel, Secretary, this 22 day of September, 2009.

OPKO HEALTH, INC.

By: /s/ Kate Inman

Name: Kate Inman

Title: Deputy General Counsel, Secretary

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**ANNEX A**

**NOTICE OF CONVERSION  
(TO BE EXECUTED BY THE REGISTERED HOLDER IN ORDER TO CONVERT  
SHARES OF SERIES D PREFERRED STOCK)**

The undersigned hereby elects to convert the number of shares of Series D Preferred Stock indicated below into shares of common stock, par value \$0.01 per share (the "Common Stock"), of OPKO Health, Inc., a Delaware corporation (the "Corporation"), according to the conditions hereof, as of the date written below. If shares of Common Stock are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as may be required by the Corporation or its transfer agent. No fee will be charged to the holders for any conversion, except for any such transfer taxes.

Conversion calculations:

Date to Effect Conversion: \_\_\_\_\_

Number of shares of Series D Preferred Stock owned: \_\_\_\_\_

Number of shares of Common Stock to be Issued: \_\_\_\_\_

Applicable Conversion Price: \_\_\_\_\_

Address for Delivery: \_\_\_\_\_

HOLDER

By: \_\_\_\_\_

Name:

Title:

**SECURITIES PURCHASE AGREEMENT**

**dated as of September 18, 2009**

**by and among**

**OPKO HEALTH, INC.**

**AND**

**THE PURCHASERS SET FORTH ON  
THE SIGNATURE PAGES HERETO**

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## SECURITIES PURCHASE AGREEMENT

THIS SECURITIES PURCHASE AGREEMENT (this "Agreement") is dated effective as of September 18, 2009, by and between OPKO Health, Inc. (the "Company"), a corporation organized under the laws of the State of Delaware, with its principal offices at 4400 Biscayne Boulevard, Miami, Florida 33137 (the "Principal Office"), and the purchasers whose names and addresses are set forth on the signature pages hereto (the "Purchasers"). Certain capitalized terms used but not defined herein shall have the respective meanings set forth on Schedule 1 attached hereto.

IN CONSIDERATION of the mutual covenants contained in this Agreement, and intending to be legally bound hereby, the Company and the Purchasers agree as follows:

SECTION 1. Authorization of Sale of the Shares. Subject to the terms and conditions of this Agreement, and the filing with the Secretary of State of the State of Delaware of the Certificate of Designation of the Powers, Preferences and Relative, Participating, Optional and Other Special Rights of the 8.0% Series D Cumulative Convertible Preferred Stock, and Qualifications, Limitations and Restrictions Thereof, substantially in the form attached hereto as Exhibit A (the "Certificate of Designation"), the Company has authorized the issuance and sale to the Purchasers in a private placement of an aggregate of 1,209,677 shares of 8.0% Series D Cumulative Convertible Preferred Stock, par value \$0.01 per share, of the Company (each, a "Share" and collectively, the "Shares"), and, in connection therewith warrants (the "Warrants") to purchase an aggregate of 3,024,196 shares of the Common Stock, par value \$ 0.01 per share, of the Company (the "Common Stock").

SECTION 2. Agreement to Sell and Purchase the Shares. Subject to the terms and conditions of this Agreement, at the Closing (as defined in Section 3), the Company shall issue and sell to each Purchaser, and such Purchaser shall buy from the Company, the number of Shares and Warrants set forth on such Purchaser's signature page hereto for an aggregate purchase price equal to the number of Shares purchased by such Purchaser *multiplied* by the per-Share purchase price of \$24.80 (the "Purchase Price"). The sum of the aggregate purchase prices paid by all Purchasers pursuant to the terms of this Agreement is \$29,999,989.60, the product of (x) 1,209,677 and (y) \$24.80.

### SECTION 3. Closing

3.1 Delivery of the Shares at the Closing. The completion of the purchase and sale of the Shares (the "Closing") shall occur at the Principal Office as soon as practicable and as agreed to by the parties hereto, on or around September 23, 2009, or on such other date or at such different location as the parties hereto shall mutually agree, but not prior to the date on which the Closing Conditions (as defined below) have been satisfied or waived (the "Closing Date").

3.2 Closing Deliverables. At the Closing, or as promptly thereafter as is practicable, the Company shall deliver to each Purchaser (x) one or more stock certificates registered in the name of such Purchaser, or, if so indicated on such Purchaser's Stock Certificate Questionnaire, the form of which is attached hereto as Appendix I (the "Stock Certificate Questionnaire"), in such other name(s) as designated by such Purchaser, evidencing the number of Shares set forth on such Purchaser's signature page attached hereto, each bearing a restrictive legend, substantially in the form set forth in Section 6.3, and (y) a Warrant Certificate, in substantially the form of Exhibit B attached hereto (each, a "Warrant Certificate"), evidencing the number of Warrants set forth on the investor signature page hereto executed by Purchaser.

3.3 Conditions to the Company's Obligations. The Company's obligation to complete the sale of the Shares and the Warrants at the Closing is subject to the fulfillment, at or prior to the Closing, of each of the following conditions, unless otherwise waived ("Company Closing Conditions"):

(a) receipt by the Company of immediately available funds in the full amount of the aggregate purchase price for all Shares being purchased at the Closing;

(b) each of the representations and warranties of each Purchaser set forth in Section 5 shall be true and correct on the date of the Closing; and

(c) each Purchaser shall have performed and complied with all covenants, agreements and obligations contained in this Agreement that are required to be performed or complied with by such Purchaser on or prior to the Closing.

3.4 Conditions to Purchasers' Obligations. Each Purchaser's obligation to purchase the Shares and Warrants at the Closing is subject to the fulfillment, at or prior to the Closing, of each of the following conditions, unless otherwise waived ("Purchaser Closing Conditions") and, together with the Company Closing Conditions, the "Closing Conditions":

(a) each of the representations and warranties of the Company set forth in Section 4 that is qualified by materiality or material adverse effect or words of similar effect shall be accurate in all respects on the Closing Date (except to the extent any such representations and warranties expressly relate to a specific date, in which case such representations and warranties shall be accurate as of such date), and each of the representations and warranties of the Company set forth in Section 4 that is not so qualified shall be accurate in all material respects as of the Closing Date (except to the extent such representations and warranties expressly relate to a specific date, in which case such representations and warranties shall be accurate in all material respects as of such date);

(b) the Company shall have performed and complied with all covenants, agreements and obligations contained in this Agreement that are required to be performed or complied with by the Company on or before the Closing; and

(c) the Certificate of Designation shall have been filed with, and accepted for filing by, the Secretary of State of the State of Delaware.

SECTION 4. Representations, Warranties and Covenants of the Company. The Company hereby represents and warrants to the Purchasers as follows:

4.1 Issuance of Shares. The Company has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement and the Company's issuance and sale of the Shares and Warrants. The Shares, when issued and delivered and paid for as provided herein, will be duly authorized, validly issued, fully paid and nonassessable and will be issued free and clear of any Encumbrances (other than as arising under applicable securities laws or this Agreement). Assuming the accuracy of the representations and warranties of the Purchasers set forth in Section 5 of this Agreement, the Shares will be issued in compliance with all applicable federal and state securities laws.

4.2 Organization and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted and is duly qualified to do business in any other jurisdiction by virtue of the nature of the businesses conducted by it or the ownership or leasing of its properties, except where the failure to be so qualified will not, when taken together with all other such failures, have a Material Adverse Effect on the Company.

4.3 Charter and Bylaws. The Company's Charter and Bylaws, as amended or restated to date, as filed with the SEC, are a complete and correct copy of such documents as in effect on the date hereof.

4.4 Capitalization. As of September 18, 2009, the Company has (i) authorized 500,000,000 shares of Common Stock, 253,632,889 shares of which are issued and outstanding, (ii) authorized 4,000,000 shares of Series A Preferred Stock, \$0.01 par value per share, 932,667 shares of which are issued and outstanding, (iii) authorized 500,000 shares of Series C Preferred Stock, \$0.01 par value per share, 0 shares of which are issued and outstanding; and (iv) 2,000,000 shares of Series D Preferred Stock ("Series D Preferred Stock"), 0 shares of which are issued and outstanding. All such outstanding shares of Common Stock and Preferred Stock have been duly authorized and are validly issued, fully paid and nonassessable. Except as disclosed in the SEC Documents, as of the date hereof, there are no outstanding options, warrants, rights to subscribe for, calls or commitments of any character whatsoever relating to, or securities or rights convertible into or exchangeable for, shares of any class of capital stock of the Company, or agreements, understandings or arrangements to which the Company is a party, or by which the Company is or may be bound, to issue additional shares of its capital stock or options, warrants or rights to subscribe for, calls or commitment of any character whatsoever relating to, or securities or rights convertible into or exchangeable for, any shares of any class of its capital stock.

4.5 Authorization, Enforceability and Related Matters. (i) The Company has full right, power, authority and capacity to enter into this Agreement and to consummate the transactions contemplated hereby and has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement; (ii) the making and performance of this Agreement by the Company and the consummation by the Company of the transactions contemplated herein will not violate any provision of the Company's Charter or Bylaws or, except to the extent that it would not have a Material Adverse Effect on the Company or adversely affect the Company's ability to consummate the transactions contemplated hereby, conflict with, result in the breach or violation of, or constitute, either by itself or upon notice or the passage of time or both, a default under any material agreement, mortgage, deed of trust, lease, franchise, license, indenture, permit or other instrument to which the Company is a party, or any statute or any authorization, judgment, decree, order, rule or regulation of any court or any regulatory body, administrative agency or other governmental agency or body applicable to the Company; (iii) no consent, approval, authorization or other order of any court, regulatory body, administrative agency or other governmental agency or body is required in respect of the Company's execution and delivery of this Agreement or the consummation by the Company of the transactions contemplated by this Agreement; (iv) upon the execution and mutual delivery of this Agreement by the parties hereto, this Agreement shall constitute a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application relating to the enforcement of creditor's rights and the application of equitable principles relating to the availability of remedies, and except as rights to indemnity or contribution may be limited by federal or state securities laws or the public policy underlying such laws; and (v) there is not in effect any order enjoining or restraining the Company from entering into or engaging in any of the transactions contemplated by this Agreement.



4.6 Brokers or Finders. No broker, investment banker, financial advisor or other individual, corporation, general or limited partnership, limited liability company, firm, joint venture, association, enterprise, joint securities company, trust, unincorporated organization or other person or entity is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Company or any of its Affiliate.

4.7 SEC Documents. The Company has made available to the Purchasers true and complete copies of all SEC Documents. As of their respective dates (or if amended, as of the date of the last amendment filed prior to the date hereof), the SEC Documents complied in all material respects with the requirements of the 1934 Act, and rules and regulations of the SEC promulgated thereunder, and the SEC Documents did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

4.8 Company Financial Statements. The financial statements, together with any notes thereto, included in the Company's Annual Report on Form 10-K as filed with the SEC on March 16, 2009 and the Company's Quarterly Report on Form 10-Q as filed with the SEC on August 7, 2009 fairly present in all material respects, on the basis stated therein and on the date thereof, the financial position of the Company at the respective dates therein specified and its results of operations and cash flows for the periods then ended. Such statements and related notes have been prepared in accordance with generally accepted accounting principles in the United States ("GAAP") applied on a consistent basis except as expressly noted therein and subject in the case of the unaudited financial statements to year-end adjustments.

4.9 Material Changes; Undisclosed Events, Liabilities or Developments. Since June 30, 2009, except as disclosed in any SEC Document filed subsequent to June 30, 2009 and prior to the date hereof: (i) there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect; (ii) the Company has not incurred any material liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company's financial statements pursuant to GAAP; (iii) the Company has not altered its method of accounting; (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock; and (v) the Company has not issued any equity securities to any of its officers, directors or Affiliates. As of the date hereof, except for the issuance of the Shares contemplated by this Agreement, no event, liability or development has occurred or exists with respect to the Company or its subsidiaries or their respective business, properties, operations or financial condition that is required to be disclosed by the Company under applicable securities laws.

4.10 Full Disclosure. No representation or warranty made by the Company in this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained herein not misleading.

SECTION 5. Representations, Warranties and Covenants of the Purchasers. Each Purchaser severally, and not jointly with any other Purchaser, represents and warrants to the Company that:

5.1 Experience. (i) Such Purchaser is knowledgeable, sophisticated and experienced in financial and business matters, and is making, and is qualified to make, decisions with respect to investments in shares representing an investment decision like that involved in the purchase of the Shares, including investments in securities issued by the Company and/or comparable entities, has the ability to bear the economic risks of an investment in the Shares and has had the opportunity to request, receive, review and consider all information it deems relevant in making an informed decision to purchase the Shares; (ii) such Purchaser is acquiring the number of Shares set forth on such Purchaser's signature page attached hereto for its own account, solely for investment and with no present intention to distribute any of such Shares and is subject to no arrangement or understanding with any other persons regarding the distribution of such Shares; (iii) such Purchaser will not, directly or indirectly, offer, sell, pledge, transfer or otherwise dispose of (or solicit any offers to buy, purchase or otherwise acquire or take a pledge of) any of the Shares, except in compliance with the Securities Act of 1933, as amended (the "Securities Act"), and the rules and regulations promulgated thereunder (the "Rules and Regulations") and any applicable state securities laws; (iv) such Purchaser has, in connection with its decision to purchase the number of Shares set forth on such Purchaser's signature page attached hereto, relied solely upon the representations and warranties of the Company contained in this Agreement; (v) such Purchaser has had an opportunity to discuss this investment with representatives of the Company and ask questions of them; and (vi) such Purchaser is either a "qualified institutional buyer" as defined by Rule 144A promulgated under the Securities Act or an "accredited investor" as defined by Rule 501(a) of Regulation D promulgated under the Securities Act.

5.2 Reliance on Exemptions. Such Purchaser understands that the Warrants, the Shares, and the Common Stock issuable upon conversion of the Shares (the "Conversion Shares") and, together with the Shares and the Warrants, the "Securities") are being offered and sold to in reliance upon specific exemptions from the registration requirements of the Securities Act and state securities laws and that the Company is relying upon the truth and accuracy of, and the Purchaser's compliance with, the representations, warranties, covenants, agreements, acknowledgments and understandings of such Purchaser contained in this Agreement in order to determine the availability of such exemptions and the eligibility of the Purchaser to acquire the Securities.

5.3 Confidentiality. Such Purchaser understands that this Agreement, the information contained in all materials provided to the Purchaser by the Company and its representatives, including any information conveyed orally, in connection with the transactions contemplated hereunder (“Confidential Information”), is strictly confidential and proprietary to the Company and is being provided to such Purchaser solely for such Purchaser’s confidential use in connection with the transactions contemplated hereunder. Such Purchaser agrees to use the Confidential Information solely for the purpose of evaluating a possible investment in the Shares, and such Purchaser acknowledges that it is prohibited from distributing, divulging or discussing any Confidential Information, in whole or in part, with any Person, except to such Purchaser’s financial, investment or legal advisors (such Persons, “Authorized Advisors”), solely to the extent necessary for such Authorized Advisors to assist such Purchaser with its proposed investment in the Shares. To the extent that such Purchaser provides, directly or indirectly, any Confidential Information to any Authorized Advisor, such Purchaser shall ensure that such Authorized Advisor maintain the confidentiality of the Confidential Information to the same extent applicable to such Purchaser as set forth in this Section 5.3. Confidential Information does not include any information that is or becomes publicly available through no fault of such Purchaser or Purchaser’s Authorized Advisors, or that such Purchaser is required to disclose pursuant to applicable law, regulation or legal process; provided, however, that if such Purchaser is requested or ordered to disclose any Confidential Information pursuant to any court or other government order or any other applicable legal procedure, it shall provide the Company with prompt notice of any such request or order so that the Company may seek an appropriate protective order.

5.4 Investment Decision. Such Purchaser understands that nothing in this Agreement or any other materials presented to the Purchaser in connection with the purchase and sale of the Shares constitutes legal, tax or investment advice. Such Purchaser has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with its purchase of the Shares.

5.5 Risk of Loss. Such Purchaser understands that its investment in the Shares involves a significant degree of risk, including a risk of total loss of such Purchaser’s investment, and such Purchaser has full cognizance of and understands all of the risk factors related to its purchase of the Shares, including, but not limited to, those set forth in the SEC Documents. The Purchaser understands that no representation is being made as to the future value of the Securities.

5.6 Residency. Such Purchaser’s principal executive offices, or primary residence, as applicable, are in the jurisdiction set forth on such Purchaser’s signature page attached hereto.

5.7 Authorization, Enforceability and Related Matters. (i) Such Purchaser has full right, power, authority and capacity to enter into this Agreement and to consummate the transactions contemplated hereby and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; (ii) the making and performance of this Agreement by such Purchaser and the consummation by such Purchaser of the transactions contemplated herein will not violate any provision of the organizational documents of such Purchaser (if not a natural person) or, except to the extent that it would not have a Material Adverse Effect on such Purchaser's ability to consummate the transactions contemplated hereby, conflict with, result in the breach or violation of, or constitute, either by itself or upon notice or the passage of time or both, a default under any material agreement, mortgage, deed of trust, lease, franchise, license, indenture, permit or other instrument to which such Purchaser is a party, or any statute or any authorization, judgment, decree, order, rule or regulation of any court or any regulatory body; administrative agency or other governmental agency or body applicable to such Purchaser, (iii) no consent, approval, authorization or other order of any court, regulatory body, administrative agency or other governmental agency or body is required in respect of such Purchaser's execution and delivery of this Agreement or the consummation by such Purchaser of the transactions contemplated by this Agreement; (iv) upon the execution and mutual delivery of this Agreement by the parties hereto, this Agreement shall constitute a legal, valid and binding obligation of such Purchaser, enforceable against such Purchaser in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application relating to the enforcement of creditor's rights and the application of equitable principles relating to the availability of remedies, and except as rights to indemnity or contribution may be limited by federal or state securities laws or the public policy underlying such laws; and (v) there is not in effect any order enjoining or restraining the Purchaser from entering into or engaging in any of the transactions contemplated by this Agreement.

5.8 Brokers or Finders. No broker, investment banker, financial advisor or other individual, corporation, general or limited partnership, limited liability company, firm, joint venture, association, enterprise, joint securities company, trust, unincorporated organization or other person or entity is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of such Purchaser or of its Affiliates.

#### SECTION 6. Restrictions on Transfer.

6.1 Lock-Up. Each of the Purchasers hereby irrevocably agrees that until the third anniversary of the date of Closing, he she or it will not, without the prior written consent of the Company, directly or indirectly:

- (a) Offer for sale, sell, pledge or otherwise dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future, of any of the Securities;
- (b) Enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of the Securities, or
- (c) Publicly disclose the intention to do any of the foregoing, for a period commencing on the date hereof and ending on the earlier of (i) the third anniversary of the date hereof or (ii) the conversion of the Shares pursuant to subparagraph (e)(ii) of the Certificate of Designation.

6.2 Restrictions on Transfer. The Securities may be disposed of only in compliance with state and federal securities laws. In connection with any transfer of any Securities other than pursuant to an effective registration statement or Rule 144 under the Securities Act, the Company may require the transferor thereof to provide to the Company an opinion of counsel selected by the transferor and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such transfer does not require registration of such transferred Securities under the Securities Act. As a condition of transfer, any such transferee shall agree in writing to be bound by the terms of this Agreement.

6.3 Restrictive Legend. Each Purchaser agrees that a restrictive legend, in substantially the following form, shall be imprinted on the Securities:

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS AND MAY NOT BE SOLD OR OFFERED FOR SALE IN THE ABSENCE OF REGISTRATION UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO OPKO HEALTH, INC., A DELAWARE CORPORATION, AND ITS COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED.

THIS SECURITY IS SUBJECT TO RESTRICTIONS ON RESALE PURSUANT TO THAT CERTAIN SECURITIES PURCHASE AGREEMENT WITH THE COMPANY DATED SEPTEMBER 18, 2009, A COPY OF WHICH CAN BE OBTAINED FROM THE ISSUER OR THE HOLDER OF THIS SECURITY. NO TRANSFER OF SUCH SECURITY WILL BE MADE ON THE BOOKS OF THE ISSUER UNLESS ACCOMPANIED BY EVIDENCE OF COMPLIANCE WITH THE TERMS OF SUCH AGREEMENT.

SECTION 7. Survival of Representations, Warranties and Agreements. All covenants, representations and warranties made by the Company and the Purchasers herein and in any documents delivered pursuant hereto shall survive for a period of one (1) year following the later of the execution of this Agreement or the Closing.

SECTION 8. Independent Nature of Purchasers' Obligations and Rights. The obligations of each Purchaser under this Agreement are several and not joint (or joint and several) with the obligations of any other Purchaser hereunder, and no Purchaser shall be responsible in any way for the performance of the obligations of any other Purchaser under this Agreement. The decision of a Purchaser to purchase Shares pursuant to this Agreement has been made by such Purchaser independently of any other Purchaser. Nothing contained in this Agreement, and no action taken by any Purchaser pursuant thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any kind of entity, or create a presumption that the Purchasers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by this Agreement. Each Purchaser acknowledges that no other Purchaser has acted as agent for such Purchaser in connection with making its investment hereunder and that no other Purchaser will be acting as agent of such Purchaser in connection with monitoring its investment in the Securities or enforcing its rights under this Agreement.

SECTION 9. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon delivery to the party to be notified; (ii) when received by confirmed facsimile or (iii) one (1) business day after deposit with a nationally recognized overnight carrier, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the Company and the Purchasers as follows or at such other addresses as the Company or any Purchaser may designate upon ten (10) days' advance written notice to the other party:

(a) if to the Company, to:

OPKO Health, Inc.  
4400 Biscayne Boulevard  
Miami, FL 33137  
Attn.: Kate Inman

(b) if to a Purchaser, at its address as set forth on such Purchaser's signature page attached hereto.

SECTION 10. Amendments. This Agreement may not be modified or amended except pursuant to an instrument in writing signed by the Company and each of the Purchasers. No waiver of any provision this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

SECTION 11. Headings. The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be part of this Agreement.

SECTION 12. Severability. In case any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

SECTION 13. Governing Law. This Agreement and any disputes or claims arising out of or in connection with its subject matter shall be governed by and construed in accordance with the laws of the State of Florida without regard to the rules of conflict of laws of such state that would cause the laws of another jurisdiction to apply. The parties hereto acknowledge and agree that venue and jurisdiction for any claim, suit or controversy related to or arising out of this Agreement shall lie in the state or federal courts located in Miami-Dade County, Florida. THE PARTIES HEREBY WAIVE THE RIGHT TO JURY TRIAL OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE CONDUCT OF THE RELATIONSHIP BETWEEN THEM.

SECTION 14. Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other parties. Facsimile or other electronically scanned and transmitted signatures shall be deemed originals for all purposes of this Agreement.

SECTION 15. Entire Agreement. This Agreement (including the Exhibits, Schedules and Appendices attached hereto) and the instruments referenced herein contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor any Purchaser makes any representation, warranty, covenant or undertaking with respect to such matters.

SECTION 16. Fees and Expenses. Except as expressly set forth herein, the Company, on the one hand, and each Purchaser, on the other hand, shall pay their respective fees and expenses related to the transactions contemplated by this Agreement.

SECTION 17. Parties. This Agreement is made solely for the benefit of and is binding upon the Purchasers and the Company, and no other person shall acquire or have any right under or by virtue of this Agreement.

SECTION 18. Assignment. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. This Agreement and the rights of each Purchaser hereunder may be assigned by said Purchaser only with the prior written consent of the Company. The Company may not assign this Agreement without the written consent of each of the Purchasers.

SECTION 19. Further Assurances. Each party agrees to cooperate fully with the other parties hereto and to execute such further instruments, documents and agreements and to give such further written assurance as may be reasonably requested by any other party to evidence and reflect the transactions described herein and contemplated hereby and to carry into effect the intents and purposes of this Agreement.

SECTION 20. Liability Not Affected by Knowledge or Waiver. The right to recovery of losses or other remedy based upon breach of representations, warranties or covenants will not be affected by any investigation conducted, or knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement, with respect to the accuracy or inaccuracy of or compliance or noncompliance with any such representation, warranty, or covenant.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

COMPANY:

OPKO HEALTH, INC.

By: \_\_\_\_\_  
Name: Steven D. Rubin  
Title: Executive Vice President - Administration

*Company Signature Page to Securities Purchase Agreement*



If a corporation or other entity:

Frost Gamma Investments Trust  
(name of corporation or entity)

Name: Phillip Frost  
Title: Trustee

Name: \_\_\_\_\_

## Contact Information

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**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

PURCHASER(S):

If a corporation or other entity:

Hsu Gamma Investment, L.P.  
(name of corporation or entity)

By:

Name: Jane Hsiao  
Title: General Partner

If an individual:

Name: \_\_\_\_\_

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Name (co-purchaser, if any):

Number of Shares Purchased:

Number of Warrants Purchased

Purchase Price

## Contact Information

Purchaser Signature Page to Securities Purchase Agreement

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

PURCHASER(S):

If a corporation or other entity:

\_\_\_\_\_  
(name of corporation or entity)

By: \_\_\_\_\_  
Name:  
Title:

If an individual:

\_\_\_\_\_  
Name: Steven Jerry Glauser

\_\_\_\_\_  
Name (co-purchaser, if any):

Number of Shares Purchased:

Number of Warrants Purchased

Purchase Price

Contact Information

*Purchaser Signature Page to Securities Purchase Agreement*

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

PURCHASER(S):

If a corporation or other entity:

IVC Investors, LLLP

(name of corporation or entity)

By: \_\_\_\_\_

Name: Ernest M. Halpryn

Title: President

If an individual:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name (co-purchaser, if any):

Number of Shares Purchased:

Number of Warrants Purchased

Purchase Price

Contact Information

*Purchaser Signature Page to Securities Purchase Agreement*

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

PURCHASER(S):

If a corporation or other entity:

Ha-Len, LLC  
(name of corporation or entity)

By: \_\_\_\_\_  
Name: Glenn L. Halpryn  
Title: Manager

If an individual:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name (co-purchaser, if any):

Number of Shares Purchased:

Number of Warrants Purchased

Purchase Price

Contact Information

*Purchaser Signature Page to Securities Purchase Agreement*

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

PURCHASER(S):

If a corporation or other entity:

\_\_\_\_\_  
(name of corporation or entity)

By: \_\_\_\_\_  
Name:  
Title:

If an individual:

\_\_\_\_\_  
Name: Glenn L. Halpryn

\_\_\_\_\_  
Name (co-purchaser, if any):

Number of Shares Purchased:

Number of Warrants Purchased

Purchase Price

Contact Information

*Purchaser Signature Page to Securities Purchase Agreement*

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

PURCHASER(S):

If a corporation or other entity:

\_\_\_\_\_  
(name of corporation or entity)

By: \_\_\_\_\_  
Name:  
Title:

If an individual:

\_\_\_\_\_  
Name: Ernest M. Halpryn

\_\_\_\_\_  
Name (co-purchaser, if any):

Number of Shares Purchased:

Number of Warrants Purchased

Purchase Price

Contact Information

*Purchaser Signature Page to Securities Purchase Agreement*

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

PURCHASER(S):

If a corporation or other entity:

Brilliant Champion Resources Limited  
(name of corporation or entity)

By: \_\_\_\_\_

Name: Lee, Chin-Hung  
Title: Director

If an individual:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name (co-purchaser, if any):

Number of Shares Purchased:

Number of Warrants Purchased

Purchase Price

Contact Information

*Purchaser Signature Page to Securities Purchase Agreement*



**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

PURCHASER(S):

If a corporation or other entity:

Grandtime Associates Limited  
(name of corporation or entity)

By: \_\_\_\_\_

Name: Yang, Wen-Chun  
Title: Director

If an individual:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name (co-purchaser, if any):

Number of Shares Purchased:

Number of Warrants Purchased

Purchase Price

Contact Information

*Purchaser Signature Page to Securities Purchase Agreement*

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

PURCHASER(S):

If a corporation or other entity:

Kwang Shun Company Limited  
(name of corporation or entity)

By: \_\_\_\_\_

Name: Chang, Hsiu-Yen  
Title: Director

If an individual:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name (co-purchaser, if any):

Number of Shares Purchased:

Number of Warrants Purchased

Purchase Price

Contact Information

*Purchaser Signature Page to Securities Purchase Agreement*

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

PURCHASER(S):

If a corporation or other entity:

Oracle Partners, L.P.  
(name of corporation or entity)

By: \_\_\_\_\_  
Name: Larry N. Feinberg  
Title: Managing Member

If an individual:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name (co-purchaser, if any):

Number of Shares Purchased:

Number of Warrants Purchased

Purchase Price

Contact Information

*Purchaser Signature Page to Securities Purchase Agreement*

If a corporation or other entity:

Fidaco Investments C.V.

By:

Title: Attorney-In-Fact

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**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

PURCHASER(S):

If a corporation or other entity:

\_\_\_\_\_  
(name of corporation or entity)

By: \_\_\_\_\_  
Name:  
Title:

If an individual:

\_\_\_\_\_  
Name: Armando M. Codina

\_\_\_\_\_  
Name (co-purchaser, if any):  
Margarita M. Codina

Number of Shares Purchased:

Number of Warrants Purchased

Purchase Price

Contact Information

*Purchaser Signature Page to Securities Purchase Agreement*

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

PURCHASER(S):

If a corporation or other entity:

ASTRAEA Holdings Limited  
(name of corporation or entity)

By: \_\_\_\_\_  
Name:  
Title:

If an individual:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name (co-purchaser, if any):

Number of Shares Purchased:

Number of Warrants Purchased

Purchase Price

Contact Information

*Purchaser Signature Page to Securities Purchase Agreement*

**EXHIBIT A**

Certificate of Designation

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**EXHIBIT B**

Warrant Certificate

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**STOCK CERTIFICATE QUESTIONNAIRE**

Pursuant to Section 3 of the Agreement, please provide us with the following information:

- 1. The exact name that your Shares are to be registered in (this is the name that will appear on your stock certificate(s)). You may use a nominee name if appropriate:
- 2. The relationship between the Purchaser of the Shares and the Registered Holder listed in response to item 1 above:
- 3. The mailing address of the Registered Holder listed in response to item 1 above:
- 4. The Social Security Number or Tax Identification Number of the Registered Holder listed in response to item 1 above:

PURCHASER

By: \_\_\_\_\_

Its: \_\_\_\_\_



**CERTAIN DEFINED TERMS**

**Definitions.** The following terms, whenever used herein, shall have the following respective meanings for all purposes of this Agreement.

“**1934 Act**” means the Securities Exchange Act of 1934, as amended.

“**Affiliate**” means as to any Person (a) any Person which directly or indirectly controls, is controlled by, or is under common control with such Person, and (b) any Person who is a director, officer, partner or principal of such Person or of any Person which directly or indirectly controls, is controlled by, or is under common control with such Person. For purposes of this definition, “**control**” of a Person shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by ownership of voting stock, by contract or otherwise.

“**Bylaws**” means the Amended and Restated Bylaws of the Company, as may be amended from time to time.

“**Charter**” means the Amended and Restated Certificate of Incorporation of the Company, as may be amended from time to time.

“**Encumbrances**” means any and all liens, encumbrances, charges, mortgages, deeds of trust, options, pledges, restrictions on transfer, preemptive rights, rights of first refusal or offer, security interests, hypothecations, easements, rights-of-way or encroachments of any nature whatsoever, whether voluntarily incurred or arising by operation of law.

“**Governmental Authority**” means any nation or country (including but not limited to the United States) and any state, commonwealth, territory or possession thereof and any political subdivision of any of the foregoing, including but not limited to courts, departments, commissions, boards, bureaus, agencies, ministries or other instrumentalities.

“**Material Adverse Effect**” means a material adverse effect on the business, results of operations, properties or assets of a Person; **provided, however,** that “**Material Adverse Effect**” shall not include the impact on such business, results of operations, properties or assets of a Person arising out of or attributable to (i) economic conditions affecting the United States generally, (ii) conditions or effects affecting the capital markets in the United States generally or (iii) effects relating to the announcement of the execution of this Agreement or otherwise to the pendency of the transactions contemplated hereby, except to the extent that the impact of any of the conditions or events described in the foregoing clauses (i), (ii) or (iii) disproportionately affects such Person.

“**Person**” means any individual, corporation (including any not-for-profit corporation), general or limited partnership, limited liability partnership, joint venture, estate, trust, firm, company (including any limited liability company or joint stock company), association, organization, entity or Governmental Authority.

“SEC” means the United States Securities and Exchange Commission.

“SEC Documents” means each form, report, schedule, statement and other document filed or required to be filed by the Company with the SEC pursuant to the 1934 Act through the date hereof, including any filed amendment to such document, whether or not such amendment is required to be so filed. “SEC Documents” does not include any information furnished to the SEC, including, but not limited to, information under Items 2.02, 7.01 or 9.01 of Form 8-K.

**COMMON STOCK WARRANT**

THIS SECURITY AND THE SHARES (AS DEFINED BELOW) HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. NEITHER THIS SECURITY NOR ANY SHARE MAY BE SOLD OR TRANSFERRED ABSENT SUCH REGISTRATION OR AN EXEMPTION THEREFROM.

Effective Date: September •, 2009

**WARRANT TO PURCHASE COMMON STOCK****OPKO HEALTH, INC.****EXPIRING SEPTEMBER •, 2014**

THIS WARRANT CERTIFIES THAT • or their permitted assigns ("Holder"), for good and valuable consideration, the receipt of which is hereby acknowledged, has been granted the right to purchase from OPKO Health, Inc., a Delaware corporation (the "Company"), at any time and from time to time, for a period commencing on the Effective Date (as defined below) and ending on the Expiration Date, • (the "Warrant Number") validly issued, fully-paid and non-assessable shares (the "Shares") of the Company's common stock, par value \$.01 per share, subject to adjustment as provided herein, at the exercise price of \$2.48 per share (the "Exercise Price").

1. **Term of Warrant.** Subject to the terms and conditions set forth herein, this Warrant shall be exercisable, in whole or in part, during the term ("Term") commencing at 9:00 a.m., New York, New York time, on the date hereof (the "Effective Date") and ending at 5:00 p.m., New York, New York time on the Expiration Date, and shall be void thereafter.

2. **Exercise of Warrant.**

2.1. **Manner of Exercise.** The purchase rights represented by this Warrant are exercisable by the Holder in whole or in part, at any time, or from time to time, during the Term, by the surrender of this Warrant and the Notice of Exercise (in the form annexed hereto as Exhibit A), duly completed and executed on behalf of the Holder, at the office of the Company (or such other office or agency of the Company as it may designate by notice in writing to the Holder), upon payment of the purchase price of the Shares to be purchased in cash or wire transfer to an account designated by the Company.

2.2. **Time of Exercise.** This Warrant shall be deemed to have been exercised immediately prior to the close of business on the date of its surrender for exercise as provided above (the "Exercise Date"), and the Person entitled to receive the Shares issuable upon such exercise shall be treated for all purposes as the holder of record of such Shares as of the close of business on such date. As used in this Warrant, "Person" shall mean an individual, corporation, limited liability company, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, government (or any agency or political subdivision thereof) or other entity of any kind.

2.3. Delivery of Certificate and Revised Warrant. As promptly as practicable on or after the Exercise Date and in any event within fifteen (15) days thereafter, the Company at its expense, will issue and deliver to the Person(s) entitled to receive the same a certificate or certificates for the number of Shares issuable upon such exercise or other appropriate written evidence of the issuance of the Shares. In the event that this Warrant is exercised in part, the Company at its expense shall execute and deliver a new Warrant of like tenor exercisable for the number of Shares for which this Warrant may then be exercised at the same time.

2.4. No Fractional Shares. No fractional Shares shall be issued upon the exercise of this Warrant. In lieu of any fractional Share to which the Holder would otherwise be entitled, the Company shall make a cash payment equal to the Exercise Price multiplied by such fraction.

### 3. **Adjustments to the Shares.**

3.1. Merger, Sale of Assets, etc. If at any time while this Warrant, or any portion thereof, is outstanding and unexpired there shall be (i) a reorganization (other than a combination, reclassification, exchange or subdivision of securities otherwise provided for herein), (ii) a merger or consolidation of the Company with or into another entity in which the Company is not the surviving entity, or a reverse triangular merger in which the Company is the surviving entity but the Company's shares of capital stock outstanding immediately prior to the merger are converted by virtue of the merger into other property, whether in the form of securities, cash or otherwise, or (iii) a sale or transfer of the Company's properties and assets as, or substantially as, an entirety to any other person, this Warrant shall thereafter represent the right to acquire the number of Shares or other securities or property which the Holder of this Warrant would have owned immediately after the consummation of such reorganization, merger, consolidation, sale or transfer, if the Holder of this Warrant had exercised this Warrant immediately before the effective date of the reorganization, merger, consolidation, sale or transfer.

3.2. Reclassification, etc. If the Company, at any time while this Warrant, or any portion hereof, remains outstanding and unexpired by reclassification of securities or otherwise, shall change any of the securities as to which purchase rights under this Warrant exist into the same or a different number of securities of any other class or classes, this Warrant shall thereafter represent the right to acquire such number and kind of securities as would have been issuable as the result of such change with respect to the securities that were subject to the purchase rights under this Warrant immediately prior to such reclassification or other change and the Warrant Number shall be appropriately adjusted, all subject to further adjustment as provided for herein.

3.3. Split, Subdivision or Combination of Shares. If the Company at any time while this Warrant, or any portion hereof, remains outstanding and unexpired shall split, subdivide or combine the securities as to which purchase rights under this Warrant exist, into a different number of securities of the same class, the Warrant Number shall be proportionately increased (and the Exercise Price decreased correspondingly) in the case of a split or subdivision or proportionately decreased (and the Exercise Price increased correspondingly) in the case of a combination.

3.4. Adjustments for Dividends in Shares or Other Securities or Property. If while this Warrant, or any portion hereof, remains outstanding and unexpired, the holders of the securities as to which purchase rights under this Warrant exist at the time shall have received, or, on or after the record date fixed for the determination of eligible shareholders, shall have become entitled to receive, without payment therefor, other or additional securities or property (other than cash) of the Company by way of dividend, then and in each case, this Warrant shall represent the right to acquire, in addition to the number of Shares receivable upon exercise of this Warrant, and without payment of any additional consideration therefor, the amount of such other or additional securities or property (other than cash) of the Company that such Holder would hold on the date of such exercise had it been the holder of record of the security receivable upon exercise of this Warrant on the date hereof and had thereafter, during the period from the date hereof to and including the date of such exercise, retained such Shares and/or all other additional securities available to it as aforesaid during such period, giving effect to all adjustments called for during such period by the provisions of this Warrant.

4. **Certificate as to Adjustments.** Upon the occurrence of each adjustment or readjustment pursuant to Section 3, the Company at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each Holder a certificate setting forth, in reasonable detail, the event requiring the adjustment or readjustment, the amount of such adjustment or readjustment, the method by which such adjustment or readjustment was calculated, the Exercise Price, and the number of Shares and the amount, if any, of other property that at the time would be received upon the exercise of the Warrant. The Company shall upon the written request, at any time, of any such Holder, furnish or cause to be furnished to such Holder a like certificate.

5. **Share Legend.** Each certificate for Shares issued upon exercise of this Warrant shall bear the following legend:

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS AND MAY NOT BE SOLD OR OFFERED FOR SALE IN THE ABSENCE OF REGISTRATION UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO OPKO HEALTH, INC., A DELAWARE CORPORATION, AND ITS COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED.

THIS SECURITY IS SUBJECT TO RESTRICTIONS ON RESALE PURSUANT TO THAT CERTAIN SECURITIES PURCHASE AGREEMENT WITH THE COMPANY DATED SEPTEMBER •, 2009, A COPY OF WHICH CAN BE OBTAINED FROM THE ISSUER OR THE HOLDER OF THIS SECURITY. NO TRANSFER OF SUCH SECURITY WILL BE MADE ON THE BOOKS OF THE ISSUER UNLESS ACCOMPANIED BY EVIDENCE OF COMPLIANCE WITH THE TERMS OF SUCH AGREEMENT.

6. **Shares to be Fully Paid.** The Company will issue Shares pursuant to this Warrant as fully paid, non-assessable and free from all liens and encumbrances.

7. **Company to Reserve Shares.** At all times before the date on which the Warrant expires (the "Expiration Date"), the Company will reserve and keep available, free from preemptive rights, out of its authorized but unissued Shares or Shares held in the treasury of the

Company, for the purpose of effecting the exercise of this Warrant, the full number of Shares then deliverable upon the exercise of this Warrant. The issuance of this Warrant shall constitute full authority to those officers of the Company who are charged with the duty of executing stock certificates to execute and issue the necessary certificates for Shares upon exercise of this Warrant.

8. **Exchange of Warrant.** The Holder may exchange this Warrant, at the Company's expense, at any time prior to the Expiration Date, by surrendering this Warrant to the Company, for other warrant certificates, upon the same terms and conditions of this Warrant, which in the aggregate entitle the Holders to purchase the balance of Shares then covered by this Warrant.

9. **No Rights as Stockholder.** Except as otherwise provided herein, this Warrant will not entitle the Holder to any of the rights of a stockholder of the Company, including, without limitation, the right to vote or to receive distributions.

10. **Amendment.** This Warrant may not be amended except with the prior written consent of the Holder and the Company. Any instrument given by or on behalf of the Holder in connection with any consent to any modification or amendment will be conclusive and binding on all subsequent holders of this Warrant.

11. **Loss, Theft, Destruction or Mutilation of Warrant.** The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company issue or cause to be issued a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

12. **Transfer.** The securities evidenced hereby have not been registered under the Securities Act of 1933 or any state securities laws; such securities may not be transferred, sold, pledged, or otherwise disposed of unless such securities are registered under the Securities Act of 1933 and such state laws or such transactions are exempt from the registration requirements thereof. Upon surrender of this Warrant as a result of a transfer hereof, the Company, at the expense of the transferee or transferor hereof, as the transferee and transferor may decide between themselves, will issue and deliver to, or to the order of, the transferee a new Warrant in the name of such transferee, or as such transferee (on payment by such transferee of any applicable transfer taxes) may direct, calling in the aggregate on the face thereof for the number of Shares called for on the face of this Warrant. As a condition to effecting any transfer, the Holder shall notify the Company of the proposed transfer by delivering a Notice of and Form of Assignment (in the form annexed hereto as Exhibit B), duly completed and executed on behalf of the Holder at the office of the Company (or such other office or agency of the Company as it may designate by notice in writing to the Holder).

13. **Successors and Assigns.** This Warrant shall not be assignable by the Company without the prior written consent of the Holder and any such assignment in violation hereof shall be null and void. Subject to the foregoing, this Warrant shall bind and inure to the benefit of the Company and its permitted successors and assigns, the Holder and its successors and assigns.

14. **Applicable Law.** This Warrant shall be construed in accordance with, and governed by, the laws of the State of Florida without giving effect to the conflict of law provisions thereof.



IN WITNESS WHEREOF, the Company has caused this Warrant to be duly executed as of the Effective Date set forth above.

OPKO HEALTH, INC.  
(A DELAWARE CORPORATION)

By: \_\_\_\_\_

Name: Steven Rubin

Title: Executive Vice President, Administration

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**EXHIBIT A**  
**NOTICE OF EXERCISE**

Dated: \_\_\_\_\_

1. The undersigned hereby elects to purchase \_\_\_\_\_ shares of the common stock of OPKO Health, Inc. pursuant to the terms of the attached Warrant, and tenders herewith payment of the purchase price of such securities in full. Such purchase price is being paid in cash. .

2. Please issue certificate(s) representing said shares in the name of the undersigned or in such other name(s) as is specified below and deliver such certificates to the address(es) specified below:

[insert name(s) and address(es)]

3. Please issue a new Warrant for the unexercised portion of the attached Warrant in the name of the undersigned or in such other name as is specified below:

[strike if not applicable]

[Insert name of Holder]

By: \_\_\_\_\_

Name:

Title:

**EXHIBIT B**  
**NOTICE OF AND**  
**FORM OF ASSIGNMENT**  
***(TO BE SIGNED ONLY ON TRANSFER OF WARRANT)***

For value received, the undersigned hereby sells, assigns, and transfer unto \_\_\_\_\_, federal taxpayer identification number \_\_\_\_\_, whose address is \_\_\_\_\_, the right represented by the within Warrant to purchase \_\_\_\_\_ shares of Common Stock of \_\_\_\_\_ to which the within Warrant relates, and appoints the Secretary of \_\_\_\_\_ Attorney to transfer such right on the books of \_\_\_\_\_ with full power of substitution in the premises.

Dated:

\_\_\_\_\_  
(Signature must conform to name of holder as  
specified on the face of the Warrant)

\_\_\_\_\_  
Address

Signed in the presence of:

\_\_\_\_\_



Contacts:

Corporate:

Steven D. Rubin

305 575 6015

### OPKO Health Announces \$30 Million Private Placement

**MIAMI, FL, September 22, 2009 (BUSINESS WIRE)** — OPKO Health, Inc. (NYSE AMEX:OPK) today announced that it has entered into definitive agreements to raise an aggregate of \$30 million in a private placement transaction. Under the terms of the investment, the Company agreed to issue approximately 1.2 million shares of an 8.0% Series D Cumulative Convertible Preferred Stock, par value \$0.01, at a purchase price of \$24.80 per share, and warrants to purchase an aggregate of approximately 3 million shares of the Company's common stock. Shares issued in the investment, including the shares of the Company's common stock into which the preferred shares and warrants may be converted, are subject to a three year contractual lockup, with no registration rights.

"This financing transaction provides the Company with additional financial resources to fund acquisitions and support bringing the Company's projects and pipeline of novel drugs and products to market," said Phillip Frost, M.D., Chairman and CEO.

For more information, see the Company's Current Report on Form 8-K to be filed with the Securities and Exchange Commission on or before September 24, 2009.

### About OPKO Health, Inc.

Miami-based OPKO is a specialty healthcare company involved in the discovery, development, and commercialization of proprietary pharmaceutical products, medical devices, vaccines, diagnostic technologies and imaging systems. Initially focused on the treatment and management of ophthalmologic diseases, OPKO has since expanded into other areas of major unmet medical need such as oncology, infectious diseases, and neurological disorders.

*This press release contains "forward-looking statements," as that term is defined under the Private Securities Litigation Reform Act of 1995 (PSLRA), which statements may be identified by words such as "expects," "plans," "projects," "will," "may," "anticipates," "believes," "should," "intends," "estimates," and other words of similar meaning, including statements regarding our ability to fund acquisitions and bring the Company's projects and pipeline of novel drugs and products to market, our product development efforts, as well as other non-historical statements about our expectations, beliefs or intentions regarding our business, technologies and products, financial condition, strategies or prospects. Many factors could cause our actual activities or results to differ materially from the activities and results anticipated in forward-looking statements. These factors include those described in our filings with the Securities and Exchange Commission, as well as risks inherent in funding, developing and obtaining regulatory approvals of new, commercially-viable and competitive products and treatments. In addition, forward-looking statements may also be adversely affected by general market factors, competitive product development, product availability, federal and state regulations and legislation, the regulatory process for new products and indications, manufacturing issues that may arise, patent positions and litigation, among other factors. The forward-looking statements contained in this press release speak only as of the date the statements were made, and we do not undertake any obligation to update forward-looking statements. We intend that all forward-looking statements be subject to the safe-harbor provisions of the PSLRA.*



**Jamie Freedman M.D., Ph.D.**  
Executive Vice President, Research & Development  
OPKO Health, Inc.  
Miami, Florida

The UBS Life Sciences Meeting  
New York, Sept. 22, 2009

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# Cautionary Statement

This presentation contains "forward-looking statements," as that term is defined under the Private Securities Litigation Reform Act of 1995 (PSLRA), which statements may be identified by words such as "expects," "plans," "projects," "will," "may," "anticipates," "believes," "should," "intends," "estimates," and other words of similar meaning, including statements regarding our ability to build a diverse portfolio of important medical products with significant commercial value, our product development efforts and expected timing thereof, our ability to expand applications and increase sales of ophthalmic instruments worldwide, expectations regarding the commercialization of bevasiranib and our other products, the products' potential benefits, statements regarding the timing of clinical trials for our product candidates, estimates regarding market potential and timing of regulatory approval for our product candidates, our ability to invest in Research and Development, our ability to explore innovative drug delivery systems for RNA interference, demonstrate clinical proof-of-concept with early clinical products, make strategic acquisitions of late stage clinical products and opportunistic acquisitions of mature pharmaceutical businesses, and develop technologies for early detection of diseases such as Alzheimer's and cancer, as well as other non-historical statements. These forward-looking statements are only predictions and reflect our views as of the date they were made, and we undertake no obligation to update such statements. Such statements are subject to many risks and uncertainties that could cause our actual activities or results to differ materially from the activities and results anticipated in forward-looking statements, including risks inherent in funding, developing and obtaining regulatory approvals of new, commercially-viable and competitive products and treatments, general market factors, competitive product development, product availability, federal and state regulations and legislation, the regulatory process for new products and indications, manufacturing issues that may arise, the possibility of infringing a third party's patents or other intellectual property rights, the uncertainty of obtaining patents covering our products and processes and in successfully enforcing them against third parties, and the possibility of litigation, among other factors.



## OPKO Health, Inc.

A specialty healthcare company building a diverse portfolio of important medical products with significant commercial value.

**OPKO**

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## Board of Directors

- Phillip Frost, Chairman of the Board & CEO
- Jane Hsiao, Vice-Chairman & CTO
- Steve Rubin, Director and Exec. VP Administration
- Richard Lerner, President, The Scripps Research Institute
- Pascal Goldschmidt, Dean, University of Miami School of Medicine
- Alice Yu, Professor, National Taiwan University and UCSD
- Robert Baron, Investor
- Thomas Beier, Former CFO, IVAX Corp.
- John Paganelli, Investor
- Richard Pfenniger, Jr., CEO Continucare Corp.

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## Management Team

- Dr. Phillip Frost, CEO & Chairman of the Board
- Dr. Jane Hsiao, Vice-Chairman & Chief Technical Officer
- Mr. Steve Rubin, Exec. VP, Administration
- Dr. Rao Uppaluri, Sr. VP & Chief Financial Officer
- Dr. Jamie Freedman, Exec. VP R&D



# Financial History

- **Capital Investment**

– Acuity Pharmaceuticals & Froptix (Pre-acquisition)	\$20.0 Million
– eXegenics (Public Company)	\$16.0 Million
– The Frost Group (December, 2007)	\$20.0 Million
– The Frost Group (September, 2008)	\$15.0 Million
– The Frost Group (April 2009)	\$20.0 Million
– Outside investors (May 2009)	\$31.0 Million
– <b>Total Capital Investment</b>	<b>\$122.0 Million</b>

- **Line of Credit**

– The Frost Group (Fully funded)	\$12.0 Million
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- **Total Funds Invested**

<b>\$134.0 Million</b>
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**OPKO**

# OPKO Portfolio

## Ophthalmics → General Medicine

### OPHTHALMICS

#### Drugs

- Bevasiranib & other siRNAs (AMD)
- Civamide (Dry Eye)
- Doxovir (Viral Conjunctivitis)

#### Devices

- Aquashunt (Glaucoma)

#### Diagnostic Instruments

- Ultrasound
- OCT/SLO
- Microperimetry

### GENERAL MEDICINE

#### Drugs

- Peptoids (Any Disease)
- siRNA (Cancer)

#### Vaccines

- Universal Flu Vaccine
- Peptoids (Any Disease)

#### Diagnostics

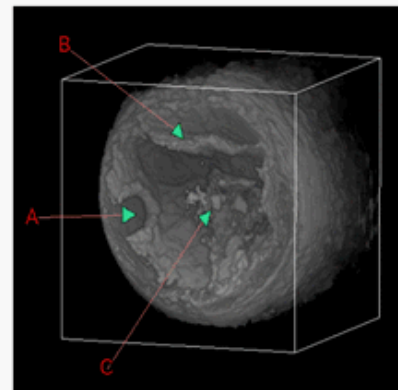
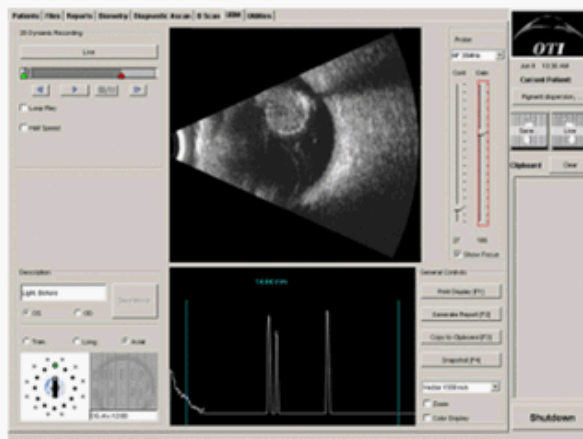
- Molecular Diagnostic Array

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# OPKO Instruments

## Ultrasound

- Wide range of ultrasound products
  - A-Scan, B-Scan, 3D-Scan, UBM
- Distributed in 45 countries
- Ultrasound market ~\$60M

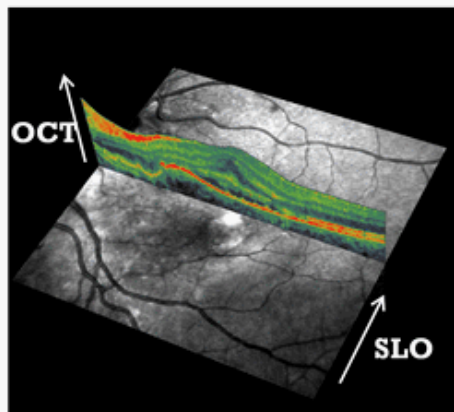


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# OPKO Instruments

## Integrated OCT and SLO

- OCT and SLO from single source
  - Precise pixel-to-pixel correlation of coronal OCT slice to SLO surface image
  - Ultra-high resolution imaging of eye
- Diagnosis of retinal and choroidal diseases



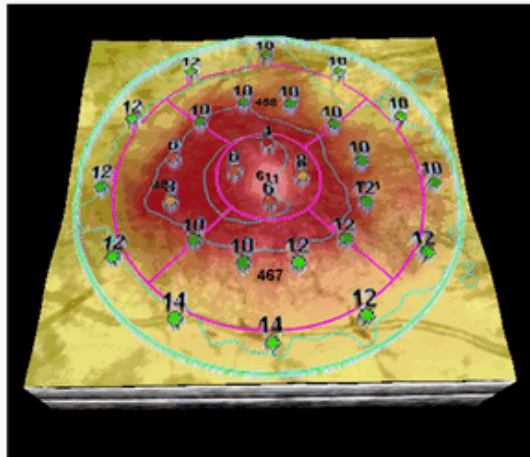
OCT=Ocular coherence tomography  
SLO=Scanning laser ophthalmoscopy

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# OPKO Instruments

## Microperimetry Add-On to OCT-SLO

- Tests retinal function at level of photoreceptors in macula
- Functional-anatomical correlation
- Track visual function response to treatment



- ~\$250M market potential

**Functional Sensitivity Map**

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## Molecular Diagnostics Overview

- Global molecular diagnostic market projected to reach ~\$4B by 2010
- Largest growth segments:
  - 1) Early detection
  - 2) Companion diagnostics



## Molecular Diagnostics

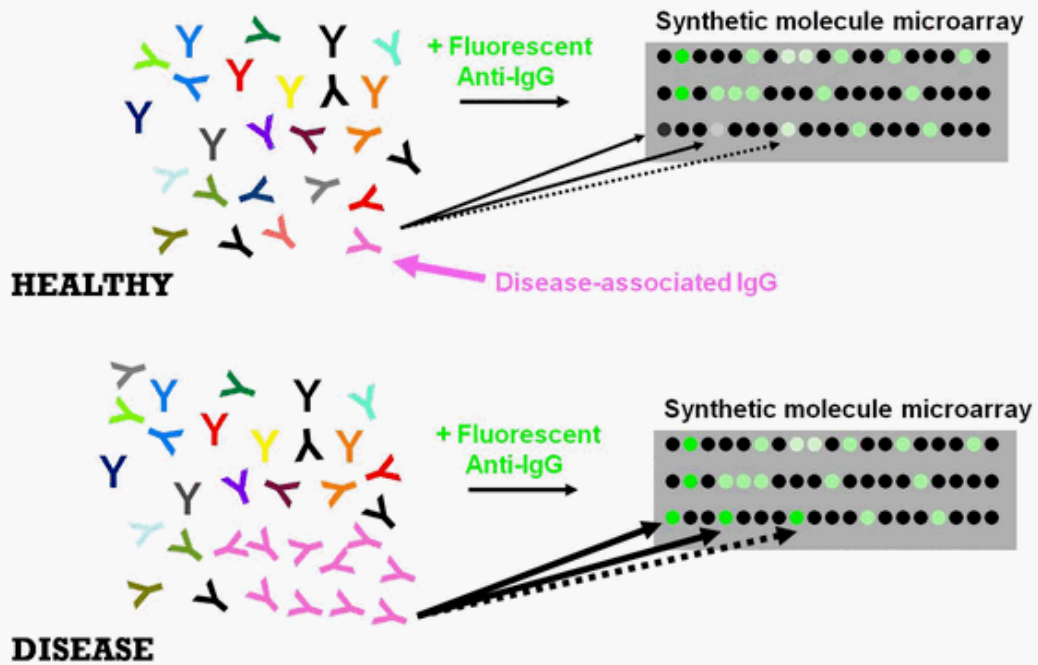
### Small Molecule Microarray

- Molecular microarray technology acquired June 17, 2009
- **“Peptoids”** as first example of small molecule array to detect **disease-associated antibodies**
- Broad application for diagnosing diseases by a simple blood test
  - Neurological disorders (Alzheimers Disease)
  - Cancers (Lung Cancer)
  - Other Diseases



# Small Molecule Microarray

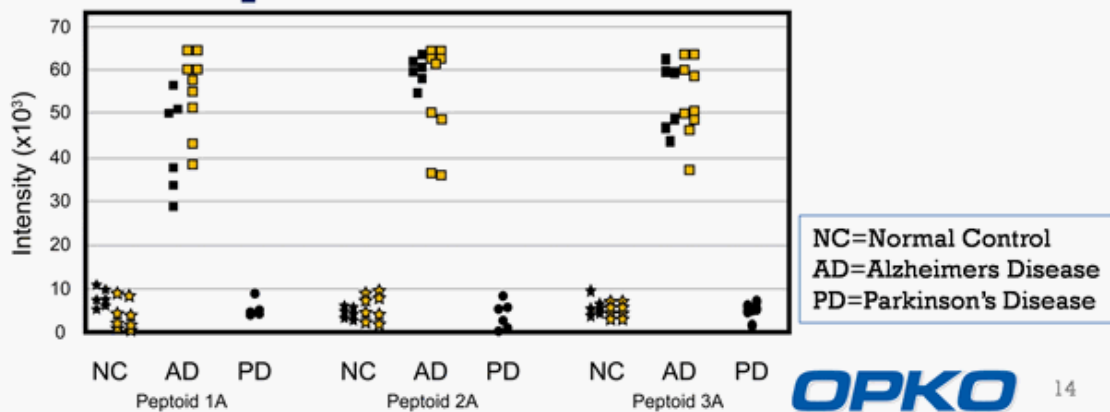
## Peptoid Methodology



# Small Molecule Microarray

## Diagnosis of Alzheimers Disease

- AD most common form of dementia
- Diagnosis relies on cognition tests and expensive imaging
- Molecular test would be useful in drug development









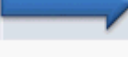
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# Multiple Peptoid Applications

Application	Example
<b>Diagnostic</b>	<ul style="list-style-type: none"><li>• Detection of disease and subpopulations</li><li>• Tissue-specific imaging agents</li><li>• Biomarkers to follow disease and response to therapy</li></ul>
<b>Therapeutic</b>	<ul style="list-style-type: none"><li>• Identification of therapeutic targets</li><li>• Modulation of therapeutic targets (agonist or antagonist)</li></ul>
<b>Vaccine</b>	<ul style="list-style-type: none"><li>• Antibody based vaccines</li><li>• T-cell based vaccines</li><li>• Dendritic cell therapy</li></ul>

# OPKO R&D Pipeline

Products	Mode of Action	Indication	Pre-Clinical	Phase I	Phase II	Phase III
Bevasiranib	Gene Silencing Anti-VEGF-A	Wet AMD				
Doxovir	Anti-Viral	Epidemic viral conjunctivitis				
Civamide	Vanilloid Rec Inhibitor	Dry Eye				
Aquashunt	Drainage Shunt	Refractory Glaucoma				
siRNA	Gene Silencing	Multiple				
Peptoids	Peptidomimetic inhibitor	Multiple				
Flu Vaccine	Hemagglutinin	Pan-Influenza (e.g. H1, H3, H5)				

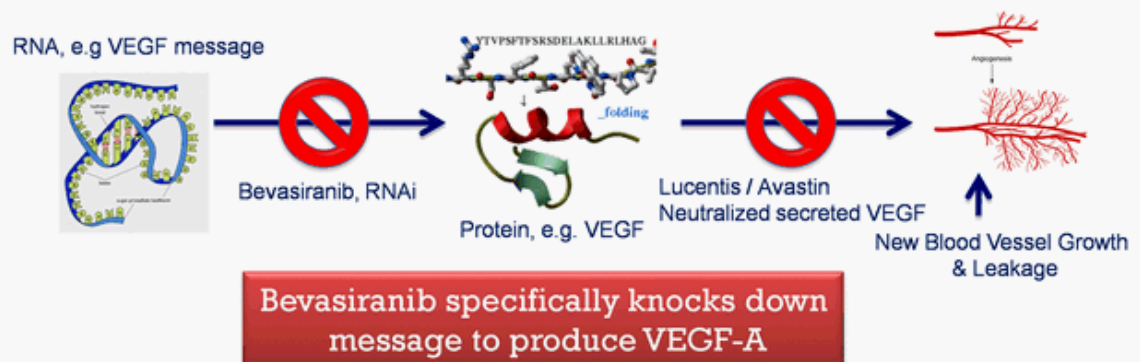
 New trial designs, new delivery systems for Bevasiranib

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# Bevasiranib

## VEGF Gene Silencing

- Target vascular endothelial growth factor (VEGF)
- Treatment for wet Age-Related Macular Degeneration (AMD)
- Most advanced siRNA in clinical development



## Phase 3 Trial

### Bevasiranib vs. Lucentis

- Bevasiranib every 8 or 12 weeks versus Lucentis every 4 weeks
- Lucentis/Bevasiranib run-in for Bevasiranib arms

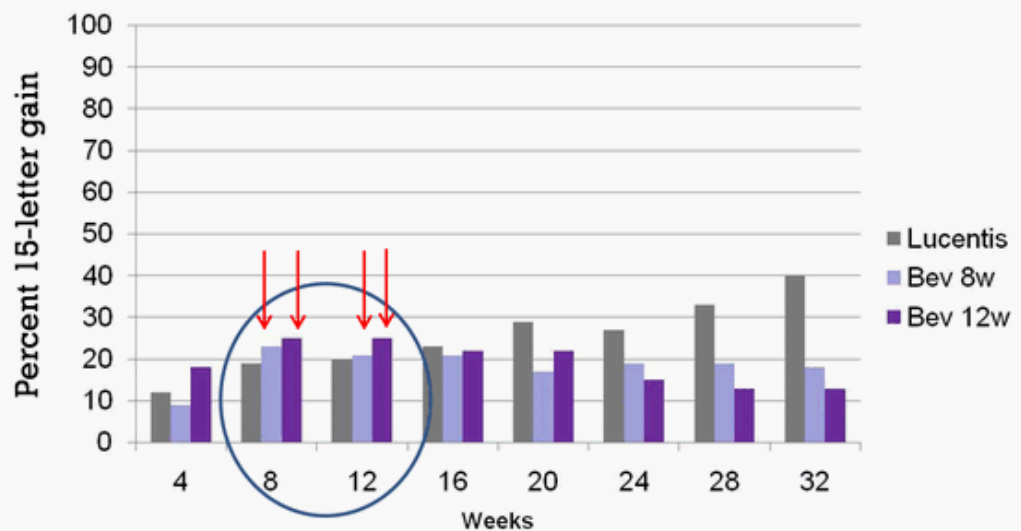
Rx Arm	Day 0	Week 2	Week 4	Week 6	Week 8	Week 12- Week 60
<b>Lucentis q4wk</b> (N=113)	Lucentis	Sham	Lucentis	Sham	Lucentis	Lucentis
<b>Beva q8wk</b> (N=112)	Lucentis	<b>Bev</b>	Lucentis	<b>Bev</b>	Lucentis	<b>Bev</b>
<b>Beva q12wk</b> (N=113)	Lucentis	<b>Bev</b>	Lucentis	<b>Bev</b>	Lucentis	<b>Bev</b>

- Did not meet primary endpoint of reducing vision loss

## Bevasiranib Phase 3 Trial

### Early Gain in Vision?

- Trend for 15-letter gain in vision at 8 & 12 weeks (alternating Lucentis & Bevasiranib)



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## Bevasiranib

### Next Steps

- Consider more frequent dosing
  - Every 4 weeks like Lucentis
- Combining with Lucentis
  - Based on promising activity during Lucentis run-in (up to 12 weeks)
- Reformulation with novel drug delivery vehicles (undisclosed)
  - To enhance cellular penetration

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## OPKO siRNA Discovery Programs

Target	Biological Mechanism	Indications
VEGF165b-sparing	• Angiogenesis	• AMD • Cancer
Hypoxia-inducible Factor (HIF-1alpha)	• Angiogenesis • Erythropoiesis	• AMD • Cancer
Intercellular Adhesion Molecule (ICAM)	• Inflammation	• AMD • Atherosclerosis • Respiratory viruses
Complement C3 / C5	• Immunity	• AMD • Inflammation
Angiopoietin-2	• Angiogenesis	• AMD • Cancer • RA

- Strong IP portfolio for anti-angiogenesis & AMD targets

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## Doxovir

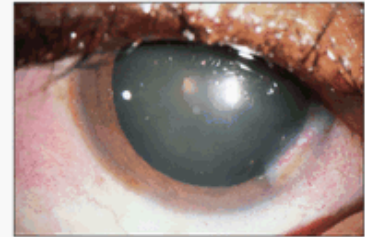
### Viral Conjunctivitis

- Common eye infection, no effective treatment
- Doxovir is a broad-spectrum anti-viral & anti-inflammatory agent with excellent preclinical efficacy
- Evaluated and shown to be safe in Phase I clinical trials
- Phase 2 clinical trial to be initiated by OPKO in 3Q09

# Civamide

## Dry Eye

- Common eye illness with no effective treatment
- Civamide is a villanoid receptor antagonist administered intranasally
- Induces high frequency tearing in clinical trials
- Phase 2 trial for dry eye to be initiated by OPKO in 3Q09



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# Glaucoma

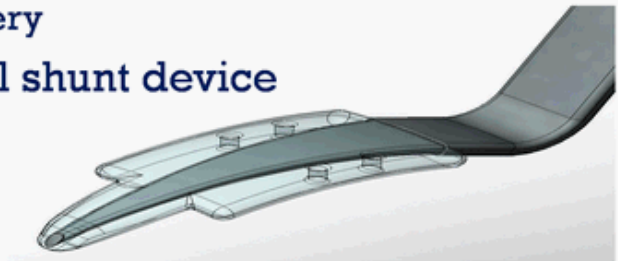
- Glaucoma is a leading cause of blindness
  - Elevated intraocular pressure
  - Damage of optic nerve

Treatment options	Limitations	Potential market*
Medications ~840,000 patients (\$2B sales/year)	<ul style="list-style-type: none"><li>• Poor compliance</li><li>• Unpleasant/dangerous side effects</li><li>• High costs</li><li>• Lack of efficacy</li></ul>	35% (296K patients)
Laser ~175,000 procedures/year	<ul style="list-style-type: none"><li>• 10% failure rate per year</li><li>• Cannot repeat procedure</li><li>• Less effective than surgery</li></ul>	34% (59K patients)
Surgery / Implants ~185,000 procedures/year	<ul style="list-style-type: none"><li>• Complications, high failure rates</li><li>• Lengthy procedure time</li></ul>	67% (124K patients)

# Aquashunt™

## Glaucoma

- “Tube vs Trab” study show shunts better than surgery
  - Higher success rate
  - Lower complication rate
- Current shunts can be improved
  - Better efficacy
  - Lower complications
  - Less complicated surgery
- Aquashunt™ is a novel shunt device
  - Suprachoroidal
  - Simple surgery
  - Strong IP



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## Aquashunt™

Phase 1 Study initiated in 2009

- Aquashunt implanted in 15 glaucoma patients refractory to medical therapy and failed surgery
- Generally well-tolerated with few adverse events related to surgery or device
- IOP lowering by 1 month in ~80% patients
- >20% reduction in IOP in 3 of 4 patients at 6 months post-implantation



# Influenza

- 200,000 hospitalizations and 46,000 deaths in U.S. each year
- Economic costs in U.S. ~\$80 billion
- Annual “flu shot” against common strains
- Flu vaccine grown in chicken eggs
- Limitations:
  - New vaccine each year
  - Only partially protective
  - Manufacturing capacity limited



## Universal Flu Vaccine

### Preclinical Development

- Universal flu vaccine licensed from Academia Sinica July 20, 2009
- Vaccine based on hemagglutinin to block viral entry
- Terminal sugars removed from hemagglutinin
  - Core common to all strains, including mutants
  - Protein-based vaccine more immunogenic
- Preclinical development initiated





## OPKO Future

- Expand applications and increase sales of ophthalmic instruments worldwide
- Explore innovative drug delivery systems for RNA interference
- Demonstrate clinical proof-of-concept with early clinical products
- Strategic acquisitions of late stage clinical products
- Opportunistic acquisitions of mature, profit-generating pharmaceutical businesses



***OPKO***

**THANK YOU**