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

**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934  
(Amendment No. 7)\***

**OPKO Health, Inc.**

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(Name of Issuer)

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**Common Stock, \$0.01 par value**

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(Title of Class of Securities)

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**301610101**

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(CUSIP Number)

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**Kate Inman  
4400 Biscayne Blvd.  
Suite 1180  
Miami, FL 33137  
(305) 575-4138**

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(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

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**September 18, 2009**

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(Date of Event which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box ☐.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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CUSIP No. 301610101

<b>1</b>	NAMES OF REPORTING PERSONS  The Frost Group, LLC		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS  N/A		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Florida		
NUMBER OF SHARES BENEFICIALLY OWNED BY  EACH REPORTING PERSON  WITH		<b>7</b>	SOLE VOTING POWER  0 shares
		<b>8</b>	SHARED VOTING POWER  20,286,704 shares*
		<b>9</b>	SOLE DISPOSITIVE POWER  0 shares
		<b>10</b>	SHARED DISPOSITIVE POWER  20,286,704 shares*
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  20,286,704 shares*		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES  <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  7.85%		
<b>14</b>	TYPE OF REPORTING PERSON  OO		

\*Includes vested warrants to purchase 4,796,158 shares of Common Stock.

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<b>1</b>	NAMES OF REPORTING PERSONS  Frost Gamma Investments Trust		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS  WC		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Florida		
NUMBER OF SHARES BENEFICIALLY OWNED BY  EACH REPORTING PERSON  WITH	<b>7</b>	SOLE VOTING POWER  110,139,712 shares*	
	<b>8</b>	SHARED VOTING POWER  20,286,704 shares**	
	<b>9</b>	SOLE DISPOSITIVE POWER  110,139,712 shares*	
	<b>10</b>	SHARED DISPOSITIVE POWER  20,286,704 shares**	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  130,426,416 shares***		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES  <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  47.99%		
<b>14</b>	TYPE OF REPORTING PERSON  OO		

\*Includes vested warrants to purchase 10,831,141 shares of Common Stock and 2,520,190 shares of Common Stock issuable upon conversion of 252,019 shares of 8.0% Series D Cumulative Convertible Preferred Stock, which is convertible at any time. Does not include vested options to acquire 575,000 shares of Common Stock held individually by Dr. Frost.

\*\*Includes vested warrants to purchase 4,796,158 shares of Common Stock.

\*\*\*Includes vested warrants to purchase 15,627,299 shares of Common Stock and 2,520,190 shares of Common Stock issuable upon conversion of 252,019 shares of 8.0% Series D Cumulative Convertible Preferred Stock, which is convertible at any time. Does not include vested options to acquire 575,000 shares of Common Stock held individually by Dr. Frost.



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<b>1</b>	NAMES OF REPORTING PERSONS  Phillip Frost, M.D.		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS  N/A		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  United States		
NUMBER OF SHARES BENEFICIALLY OWNED BY  EACH REPORTING PERSON  WITH		<b>7</b>	SOLE VOTING POWER  110,714,712 shares*
		<b>8</b>	SHARED VOTING POWER  20,286,704 shares**
		<b>9</b>	SOLE DISPOSITIVE POWER  110,714,712 shares*
		<b>10</b>	SHARED DISPOSITIVE POWER  20,286,704 shares**
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  131,001,416 shares***		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES  <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  48.1%		
<b>14</b>	TYPE OF REPORTING PERSON  IN		

\*Includes vested warrants to purchase 10,831,141 shares of Common Stock, 2,520,190 shares of Common Stock issuable upon conversion of 252,019 shares of 8.0% Series D Cumulative Convertible Preferred Stock, which is convertible at any time, and options to acquire 575,000 shares of Common Stock, which are exercisable within 60 days.

\*\*Includes vested warrants to purchase 4,796,158 shares of Common Stock.

\*\*\*Includes vested warrants to purchase 15,627,299 shares of Common Stock, 2,520,190 shares of Common Stock issuable upon conversion of 252,019 shares of 8.0% Series D Cumulative Convertible Preferred Stock, which is convertible at any time, and vested options to acquire 575,000 shares of Common Stock, which are exercisable within 60 days.



This Amendment No. 7 (the “Amendment”) amends and supplements the statement on Schedule 13D filed on February 15, 2007, as amended by Amendment No. 1 to the Schedule 13D filed on April 6, 2007, as amended by Amendment No. 2 to the Schedule 13D filed on August 2, 2007, as amended by Amendment 3 to the Schedule 13D filed on February 14, 2008, as amended by Amendment 4 to Schedule 13D filed on August 21, 2008, as amended by Amendment No. 5 to the Schedule 13D filed on February 26, 2009, as amended by Amendment No. 6 to the Schedule 13D filed on March 19, 2009 (together, the “Original Schedule 13D”), by The Frost Group, LLC (“Frost Group”), Frost Gamma Investments Trust (“Gamma Trust”) and Phillip Frost, M.D. (“Dr. Frost”). This Amendment is filed pursuant to the Joint Filing Agreement as executed by the reporting persons listed on the cover pages to this Amendment. (Exhibit 3 to the Original Schedule 13D is hereby incorporated by this reference.)

### **Item 3. Source and Amount of Funds or Other Consideration**

Item 3 is amended by adding the following paragraph to the end of the item:

Gamma Trust acquired 1,458,158 shares of Common Stock, for investment purposes, in a series of transactions from March 19, 2009 to September 18, 2009, at prices ranging from \$0.74 to \$2.1725 per share for an aggregate of \$2,285,667.81, including without limitation 932,734 shares of Common Stock in a private transaction with Paul Kennedy. Gamma Trust also acquired 252,019 shares of 8.0% Series D Cumulative Convertible Preferred Stock (the “Series D Preferred Stock”) (convertible into 2,520,190 shares of Common Stock), and warrants to purchase 630,048 shares of Common Stock in a private placement from the Issuer, which closed on September 28, 2009. The source of funds used in all transactions from March 19, 2009 to September 18, 2009, consists of working capital of Gamma Trust.

### **Item 4. Purpose of Transaction**

Item 4 is amended by adding the following paragraphs to the end of the item:

Gamma Trust acquired 1,458,158 shares of Common Stock, for investment purposes, in a series of transactions from March 19, 2009 to September 18, 2009, at prices ranging from \$0.74 to \$2.1725, of which 525,424 shares were purchased on the open market and 932,734 shares purchased from Paul Kennedy in a private transaction pursuant to a stock purchase agreement (the “Kennedy Agreement”) dated July 27, 2009 at \$1.75 per share. Gamma Trust also acquired beneficial ownership of 252,019 shares of Series D Preferred Stock (convertible into 2,520,190 shares of Common Stock) and warrants to purchase 630,048 shares of the Common Stock of the Issuer on September 18, 2009, in a private placement with the Issuer for investment purposes, which closed on September 28, 2009.

In the last 60 days prior to the filing of this Amendment No. 7, Gamma Trust has acquired a total of 60,000 shares of Common Stock purchased on the open market at prices ranging from \$1.91 to \$2.1725 per share. The Reporting Persons undertake to provide upon request by the staff of the Securities and Exchange Commission full information regarding the number of shares purchased or sold at each separate price.

In the last 60 days prior to the filing of this Amendment No. 7, Gamma Trust also acquired 252,019 shares of Series D Preferred Stock (convertible into 2,520,190 shares of Common Stock) and warrants to purchase 630,048 shares of the Common Stock of the Issuer in a private placement transaction with the Issuer, which closed on September 28, 2009 pursuant to a stock purchase agreement (the “Fifth Stock Purchase Agreement”) dated September 18, 2009 whereby Gamma Trust acquired the

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shares of Series D Preferred Stock for \$24.80 per share. The Warrant Agreement provides for Gamma Trust to purchase 630,048 shares of the Common Stock of the Issuer at an exercise price of \$2.48 per share, subject to certain adjustments.

The Fifth Stock Purchase agreement includes a lock-up provision in which Gamma Trust agrees not to dispose of or enter into a derivative swap arrangement involving the Common Stock underlying the Series D Preferred Stock and the warrants until three years following the issuance of the Series D Preferred Stock without the prior written consent of the Issuer.

#### **Item 5. Interest in Securities of the Issuer**

Item 5 is deleted in its entirety and replaced with the following text:

Frost Group beneficially owns 20,286,704 shares of Common Stock. The 20,286,704 shares include vested warrants to purchase 4,796,158 shares of Common Stock. The 20,286,704 shares of Common Stock beneficially owned by Frost Group constitute 7.85% of the Issuer's outstanding shares of Common Stock, based upon 253,632,889 shares of Common Stock outstanding as of September 18, 2009, and calculated in accordance with Rule 13d-3. Frost Group shares the power to vote and the power to dispose such shares with Gamma Trust and Dr. Frost.

Gamma Trust beneficially owns 110,139,712 shares of Common Stock. The 110,139,712 shares include vested warrants to purchase 10,831,141 shares of Common Stock. Also, Gamma Trust, as the controlling member of Frost Group, may be deemed to beneficially own the 20,286,704 shares of Common Stock beneficially owned by Frost Group. The 130,426,416 shares of Common Stock beneficially owned by Gamma Trust constitute 47.9% of the Issuer's outstanding shares of Common Stock, based upon 253,632,889 shares of Common Stock outstanding as of September 18, 2009, and calculated in accordance with Rule 13d-3. Dr. Frost is the sole trustee of Gamma Trust and holds sole voting and dispositive power with respect to 110,139,712 shares of Common Stock. Gamma Trust has shared voting and dispositive power with respect to the 20,286,704 shares of Common Stock owned by Frost Group.

In addition, Dr. Frost has 575,000 options to purchase the Company's Common Stock, which are exercisable within 60 days of October 1, 2009. Dr. Frost, as the sole trustee of Gamma Trust, which is the controlling member of Frost Group, may be deemed to beneficially own the 20,286,704 shares of Common Stock beneficially owned by Frost Group and the 110,139,712 shares of Common Stock beneficially owned by Gamma Trust. The 131,001,416 shares of Common Stock beneficially owned by Dr. Frost constitute 48.1% of the Issuer's outstanding shares of Common Stock, based upon 253,632,889 shares of Common Stock outstanding as of September 18, 2009, and calculated in accordance with Rule 13d-3. Dr. Frost, as sole trustee of Gamma Trust, has sole voting and dispositive power over 110,714,712 shares of Common Stock. Dr. Frost has shared voting and dispositive power with respect to 20,286,704 shares of Common Stock owned by Frost Group.

For information regarding transactions effected in the last 60 days prior to the filing of this Amendment No. 7, see Item 4 above.

Except as described herein, no other person is known by any Reporting Person to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, any shares of the Issuer beneficially owned by them.



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**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

Item 6 is amended in its entirety and replaced with the following text:

See Item 4 regarding Stock Purchase Agreement, Voting Agreement, Second Stock Purchase Agreement, Psilos Securities Purchase Agreement, Pfof Securities Purchase Agreement, Third Stock Purchase Agreement, U Penn Agreement, V-Sciences Agreement, CRG Agreement, Fourth Stock Purchase Agreement, Pfof Second Securities Purchase Agreement, the Kennedy Agreement, the Fifth Stock Purchase Agreement, and the Warrant Agreement.

Except as identified herein, the Reporting Persons do not have any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, finder's fees, joint ventures, loan or option agreements, puts or calls, guarantees of profits, or the division of profits or losses.

**Item 7. Material to be Filed as Exhibits**

Item 7 is amended by adding the following paragraphs to the end of the item:

- Exhibit 10    Stock Purchase Agreement, dated as of July 27, 2009, by and between the parties named therein.
- Exhibit 11    Stock Purchase Agreement, dated as of September 18, 2009, by and between the parties named therein.
- Exhibit 12    Warrant Agreement, dated as of September 28, 2009, by and between the Issuer and the parties named therein.

## SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

September 29, 2009

The Frost Group, LLC

By: /s/ Steven D. Rubin

Name: Steven D. Rubin

Title: Vice President

September 29, 2009

Frost Gamma Investments Trust

By: /s/ Phillip Frost, M.D.

Name: Phillip Frost, M.D.

Title: Sole Trustee

September 29, 2009

By: /s/ Phillip Frost, M.D.

Name: Phillip Frost, M.D., Individually

## EXHIBIT 10

**SECURITIES PURCHASE AGREEMENT** (this "Agreement") dated as of July 27, 2009, among Paul Kennedy (the "Seller") and the parties set forth on Schedule I hereto (the "Purchasers").

### RECITALS

**WHEREAS**, the Seller currently owns 1,482,734 of the issued and outstanding shares of the Common Stock (the "Purchased Securities"), \$0.01 par value, of OPKO HEALTH, INC., a Delaware corporation (the "Corporation"); and

**WHEREAS**, the Seller desires to sell to the Purchasers and the Purchasers desire to purchase from the Seller, the Purchased Securities in amounts set forth opposite such Purchaser's name on Schedule I attached hereto, for a purchase price of \$1.75 per share of Purchased Security (the "Purchase Price").

**NOW THEREFORE**, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### **Section 1. Purchase and Sale of the Purchased Securities.**

Subject to the terms and conditions hereof, the Seller hereby agrees to sell to each Purchaser, and each Purchaser hereby irrevocably agrees to purchase from the Seller, all of the Seller's right, title and interest in, to and under, the Purchased Securities in amounts set forth opposite such Purchaser's name on Schedule I attached hereto.

#### **Section 2. Closing.**

The closing of the transaction (the "Closing") shall take place on July 24, 2009, or as soon thereafter as is possible.

#### **Section 3. Deliveries.**

A. Seller Deliverables. At the Closing, upon delivery of the Purchase Price, the Seller shall deliver to each Purchaser:

- (i) an executed counterpart of this Agreement;
- (ii) copies of the letter of transmittal and direction letter to the Corporation providing for delivery of the Purchaser's respective Purchased Securities to such Purchaser; and

B. Purchaser Deliverables. At the Closing, each Purchaser shall deliver to the Seller:

- (i) an executed counterpart of this Agreement;
-

- (ii) the applicable Purchase Price by wire transfer of immediately available funds.

**Section 4. Representations, Warranties and Acknowledgements of the Seller.**

The Seller hereby represents and warrants to each Purchaser, as follows:

A. Due Authorization; Due Execution; No Conflicts. This Agreement has been duly executed and delivered by the Seller and is the valid and binding obligation of the Seller, enforceable in accordance with its terms. The execution, delivery and performance by the Seller of this Agreement does not (a) violate any provision of law, statute, rule or regulation applicable to the Seller or any ruling, writ, injunction, order, judgment or decree of any court, administrative agency or other governmental body applicable to the Seller or (b) conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute (with due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under, or result in the creation of, any lien, security interest, charge or encumbrance upon any of the properties or assets of the Seller under any note, indenture, mortgage, lease agreement, or other agreement, contract or instrument to which the Seller is a party or by which the Seller's property is bound or affected.

B. Title to the Securities. The Seller has record and beneficial ownership of the Purchased Securities. The Seller has good and valid title to the Purchased Securities, free and clear of all liens, claims, encumbrances and similar restrictions. The Seller has the absolute legal right, power and authority to sell to the Purchasers the Purchased Securities to be sold by the Seller, and upon transfer to the Seller of the Purchase Price, the Seller will pass to the Purchasers good and valid title to the Purchased Securities, free and clear of all liens, claims, encumbrances and similar restrictions.

C. Brokers and Finders. No Person acting on behalf or under the authority of the Seller is or will be entitled to any broker's, finder's, or similar fee or commission in connection with the transactions contemplated hereby.

D. Acknowledgements. The Seller acknowledges and agrees as follows:

- (i) Each of the Purchasers and their affiliates, and other related parties, may now possess and may hereafter possess certain information, including material and/or non-public information ("Information"), concerning the Corporation and its affiliates and/or the Corporation's securities that may or may not be independently known to the Seller.
- (ii) The Seller has entered into this Agreement and agrees to consummate the purchase and sale of the Purchased Securities pursuant hereto notwithstanding that it is aware that Information may exist and that it may not have been disclosed by any of the Purchasers to it, and confirms and acknowledges that neither the existence of any Information, nor the substance of it, nor that the fact that it may not have

been disclosed by any of the Purchasers to it, is material to it or its determination to enter into this Agreement and to consummate the purchase and sale of the Purchased Securities pursuant hereto. The Seller shall not sue, commence litigation or make any claim arising out of or related to the omission of any of the Purchasers to disclose any Information to the Seller.

- (iii) None of the Purchasers has made and does not make any representation or warranty, whether express or implied, including without limitation with respect to the business, condition (financial or otherwise), properties, prospects, creditworthiness, status or affairs of the Corporation or with respect to the value of any of the Purchased Securities, of any kind or character and none of the Purchasers has any obligations to the Seller, whether express or implied, including without limitation, fiduciary obligations, except as expressly set forth in this Agreement.

**Section 5. Representations, Warranties and Acknowledgements of the each of the Purchasers.**

Each Purchaser, solely in respect of itself, represents and warrants to the Seller as follows:

**A. Investment Representations.**

- (i) Such Purchaser is acquiring the Purchased Securities for its own account, for investment and not with a view to the distribution thereof, nor with any present intention of distributing the same.
- (ii) Such Purchaser understands that the Purchased Securities have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), by reason of their issuance in a transaction exempt from the registration requirements of the Securities Act, and that they must be held indefinitely unless a subsequent disposition thereof is registered under the Securities Act or is exempt from registration.
- (iii) Such Purchaser understands that the exemption from registration afforded by Rule 144 (the provisions of which are known to such Purchaser) promulgated under the Securities Act depends on the satisfaction of various conditions and that, if applicable, Rule 144 may only afford

the basis for sales under certain circumstances and only in limited amounts.

- (iv) Such Purchaser has had a reasonable time prior to the date hereof to ask questions and receive answers concerning the terms and conditions of the sale and purchase of the Purchased Securities, and to obtain any additional information which the Seller possesses or could acquire without unreasonable effort or expense, and has generally such knowledge and experience in business and financial matters and with respect to investments in securities as to enable such Purchaser to understand and evaluate the risks of such investment and form an investment decision with respect thereto.
- (v) Such Purchaser is an “accredited investor,” as such term is defined in Rule 501 (the provisions of which are known to such Purchaser) promulgated under the Securities Act.
- (vi) Such Purchaser has all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated by this Agreement and this Agreement constitutes a valid and binding obligation of such Purchaser, enforceable against such Purchaser in accordance with its terms.

B. Brokers and Finders. No Person acting on behalf or under the authority of such Purchaser is or will be entitled to any broker’s, finder’s, or similar fee or commission in connection with the transactions contemplated hereby.

C. Acknowledgements. Each Purchaser acknowledges and agrees as follows:

- (i) The Seller and its affiliates, and other related parties, may now possess and may hereafter possess Information concerning the Corporation and its affiliates and/or the Corporation’s securities that may or may not be independently known to such Purchaser.
- (ii) Such Purchaser has entered into this Agreement and agrees to consummate the purchase and sale of the Purchased Securities pursuant hereto notwithstanding that it is aware that Information may exist and that it may not have been disclosed by the Seller to it, and confirms and acknowledges that neither the existence of any Information, nor the substance of it, nor that the fact that it may not have been disclosed by the Seller to it, is material to it or its determination to enter into this Agreement and to

consummate the purchase and sale of the Purchased Securities pursuant hereto. Such Purchaser shall not sue, commence litigation or make any claim arising out of or related to the omission of Seller to disclose any Information to such Purchaser.

- (iii) Such Purchaser has appropriate sophistication with respect to the Purchased Securities to undertake their purchase as contemplated herein and has independently and without reliance on the Seller or its affiliates and based on such information as such Purchaser had deemed appropriate in its independent judgment made its own analysis and decision to enter into this Agreement.
- (iv) The Seller has not made and does not make any representation or warranty, whether express or implied, including without limitation with respect to the business, condition (financial or otherwise), properties, prospects, creditworthiness, status or affairs of the Corporation or with respect to the value of any of the Purchased Securities, of any kind or character except as expressly set forth in this Agreement and the Seller has no obligations to any Purchaser, whether express or implied, including without limitation, fiduciary obligations, except as expressly set forth in this Agreement.

**Section 6. Successors and Assigns.**

This Agreement shall bind and inure to the benefit of the parties and their respective successors, assigns, administrative agents, heirs and estate, as the case may be. No party may assign its rights and obligations under this Agreement to any third party without the prior consent of the other parties hereto.

**Section 7. Entire Agreement.**

This Agreement and the other writings and agreements referred to herein or delivered pursuant hereto contain the entire agreement between the parties with respect to the subject matter hereof and supersede all prior arrangements or understandings between such parties with respect thereto. This Agreement shall become effective and be in full force and effect, immediately upon execution and delivery of this Agreement by all parties hereto.

**Section 8. Amendments.**

The terms and provisions of this Agreement may not be modified or amended, or any of the provisions hereof waived, temporarily or permanently, except pursuant to the written consent of the parties hereto.

**Section 9. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute one instrument.

**Section 10. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws.

\* \* \* \*

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**IN WITNESS WHEREOF**, the parties hereto have caused this Securities Purchase Agreement to be executed as of the date first written above.

By: /s/ Paul Kennedy  
Paul Kennedy

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**PURCHASER:**

By: /s/ Phillip Frost, M.D.  
Name: Frost Gamma Investments Trust  
Title: Phillip Frost, M.D., Trustee

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**Schedule I**  
**List of Purchasers**

<u>Purchaser</u>	<u>Number of Shares of Common Stock</u>	<u>Price</u>
Frost Gamma Investments Trust	932,734	\$1,632,284.50
TOTALS:	1,482,734	\$ 2,594,784.5

**EXHIBIT 11**  
**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**

## 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: /s/ Steven D. Rubin

Name: Steven D. Rubin

Title: Executive Vice President — Administration

*Company Signature Page to Securities Purchase Agreement*

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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:

Frost Gamma Investments Trust  
(name of corporation or entity)

By /s/ Phillip Frost  
Name: Phillip Frost  
Title: Trustee

If an individual:

Name:

Name (co-purchaser, if any):

Number of Shares Purchased: 252,019

Number of Warrants Purchased 630,048

Purchase Price \$6,250,071.20

Contact Information Address:

4400 Biscayne Blvd.  
Miami, FL 33137

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

*Purchaser Signature Page to Securities Purchase Agreement*



**EXHIBIT 12**

**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 28, 2009

**WARRANT TO PURCHASE COMMON STOCK**

**OPKO HEALTH, INC.**

**EXPIRING SEPTEMBER 27, 2014**

THIS WARRANT CERTIFIES THAT Frost Gamma Investments Trust 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, 630,048 (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.

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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 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.

**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: /s/ Rao Uppaluri  
Name: Rao Uppaluri  
Title : Sr. Vice President; Chief Financial Officer