

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 5)***

OPKO Health, Inc.

(Name of Issuer)

Common Stock, \$0.01 par value

(Title of Class of Securities)

301610101

(CUSIP Number)

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

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

February 23, 2009

(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 which 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 ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

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).

CUSIP No. 301610101

1	NAMES OF REPORTING PERSONS The Frost Group, LLC		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Florida		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 0 shares
		8	SHARED VOTING POWER 20,286,704 shares*
		9	SOLE DISPOSITIVE POWER 0 shares
		10	SHARED DISPOSITIVE POWER 20,286,704 shares*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 20,286,704 shares*		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.0%		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO		

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

CUSIP No. 301610101

1	NAMES OF REPORTING PERSONS Frost Gamma Investments Trust		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Florida		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 102,272,935 shares*
		8	SHARED VOTING POWER 20,286,704 shares**
		9	SOLE DISPOSITIVE POWER 102,272,935 shares*
		10	SHARED DISPOSITIVE POWER 20,286,704 shares**
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 122,559,639 shares***		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 52.2%		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO		

* Includes vested warrants to purchase 10,201,093 Shares of Common Stock . Does not include vested options to acquire 250,000 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 14,997,251 Shares of Common Stock. Does not include vested options to acquire 250,000 Shares of Common Stock held individually by Dr. Frost.

CUSIP No. 301610101

1	NAMES OF REPORTING PERSONS Phillip Frost, M.D.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 102,522,935 shares*
		8	SHARED VOTING POWER 20,286,704 shares**
		9	SOLE DISPOSITIVE POWER 102,522,935 shares*
		10	SHARED DISPOSITIVE POWER 20,286,704 shares**
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 122,809,639 shares***		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 52.3%		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN		

* Includes vested warrants to purchase 10,201,093 Shares of Common Stock and vested options to acquire 250,000 shares of Common Stock.

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

*** Includes vested warrants to purchase 14,997,251 Shares of Common Stock and vested options to acquire 250,000 shares of Common Stock.

This Amendment No. 5 (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 (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 or will acquire 21,769,490 Shares of Common Stock, for investment purposes in a series of transactions from August 9, 2008 to February 24, 2009, at prices ranging from \$0.93 to \$1.65 per share, including without limitation, (i) 20,000,000 Shares of Common Stock to be acquired in a private placement from the Issuer; and (ii) 958,390 Shares of Common Stock in a private transaction with Dale R. and Gertrude B. Pfost ("Pfof"). The source of funds used in all transactions from August 9, 2008 to February 24, 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 or will acquire 21,769,490 Shares of Common Stock, for investment purposes in a series of transactions from August 9, 2008 to February 24, 2009.

The 21,769,490 shares acquired or to be acquired by Gamma Trust include a private placement transaction (the "Private Transaction") on February 23, 2009 pursuant to which Gamma Trust agreed to acquire 20,000,000 shares (the "Shares") of Common Stock pursuant to a stock purchase agreement ("Fourth Stock Purchase Agreement") from the Issuer for an aggregate purchase price of \$20,000,000, or \$1.00 per share. The Private Transaction is scheduled to close approximately twenty days following the date the Issuer mails to stockholders an Information Statement relating to the approval of the Private Transaction; provided however, that the issuance of the Shares is subject to expiration or termination of any waiting period under Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the Rules of the Federal Trade Commission relating to the HSR Act. The Shares to be issued in connection with the Private Transaction will be offered and sold in reliance upon an exemption from registration under Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act") for "transactions by an issuer not involving a public offering" and 506 of Regulation D of the Securities Act.

The Fourth 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 Shares of Common Stock underlying the agreement until two years following the issuance of the Shares without the prior written consent of the Issuer.

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The 21,769,490 shares acquired or to be acquired by Gamma Trust also include 958,390 shares of Common Stock acquired from Pfst, pursuant to a stock purchase agreement, dated February 6, 2009 (the "Pfst Second Securities Purchase Agreement"), for an aggregate purchase price of \$958,390. Pursuant to the Pfst Second Securities Purchase Agreement, Gamma Trust acquired the 958,390 shares of Common Stock for \$1.00 per share. This transaction closed and the shares were acquired on February 6, 2009.

In the last 60 days, Gamma Trust has also acquired 54,000 Shares of Common Stock on the open market at prices ranging from \$0.93 to \$1.27 per share. In addition, Gamma Trust also acquired 757,100 on the open market at prices ranging from \$1.05 to \$1.65 from August 9, 2008 to December 26, 2008.

Other members of Frost Group have engaged in transaction in the Issuer's stock in their individual capacity from time to time. Such transactions are disclosed publicly pursuant to Section 16 of the Securities Exchange Act, and are not included in this Schedule 13D.

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 9.0% of the Issuer's outstanding Shares of Common Stock, based upon 219,582,002 Shares of Common Stock outstanding (which represents 199,582,002 Shares of Common Stock outstanding as of February 10, 2009 plus the 20,000,000 Shares of Common Stock to be issued in the Private Transaction) 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 102,272,935 Shares of Common Stock. The 102,272,935 Shares include vested warrants to purchase 10,201,093 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 122,559,639 Shares of Common Stock beneficially owned by Gamma Trust constitute 52.2% of the Issuer's outstanding Shares of Common Stock, based upon 219,582,002 Shares of Common Stock outstanding (which represents 199,582,002 Shares of Common Stock outstanding as of February 10, 2009 plus the 20,000,000 Shares of Common Stock to be issued in the Private Transaction) and calculated in accordance with Rule 13d-3.

In addition, Dr. Frost has 250,000 options to purchase the Company's Common Stock, which are exercisable within 60 days of February 10, 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 102,272,935 Shares of Common Stock beneficially owned by Gamma Trust. The 122,809,639 Shares of Common Stock beneficially owned by Dr. Frost constitute 52.3% of the Issuer's outstanding Shares of Common Stock, based upon 219,582,002 Shares of Common Stock outstanding (which represents 199,582,002 Shares of Common Stock outstanding as of February 10, 2009 plus the 20,000,000 Shares of Common Stock to be issued in the Private Transaction) and calculated in accordance with Rule 13d-3.

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For information regarding transactions effected in the last 60 days, 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 beneficially owned.

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

Item 6 is deleted 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, and Pfof Second Securities Purchase 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 8 Stock Purchase Agreement, dated as of February 6, 2009, by and between the parties named therein.

Exhibit 9 Stock Purchase Agreement, dated as of February 23, 2009, by and between the Company and the Investors 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.

February 26, 2009

The Frost Group, LLC

By: /s/ Steven D. Rubin

Name: Steven D. Rubin

Title: Vice President

February 26, 2009

Frost Gamma Investments Trust

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

Name: Phillip Frost, M.D.

Title: Sole Trustee

February 26, 2009

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

Name: Phillip Frost, M.D.,

Individually

EXHIBIT 8

SECURITIES PURCHASE AGREEMENT (this “Agreement”) dated as of February 6, 2009, among Dale R. Pfost, an individual, and Gertrude B. Pfost, an individual (collectively, the “Seller”) and the parties set forth on Schedule I hereto (the “Purchasers”).

RECITALS

WHEREAS, the Seller currently desires to sell 958,390 of the issued and outstanding shares of the Common Stock, \$0.01 par value (“Purchased Common Stock”), 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 amount of the Securities set forth opposite such Purchaser’s name on Schedule I attached hereto (the “Purchased Securities”), for a purchase price of \$1.00 per share of Purchased Security (the “Purchase Price”).

WHEREAS, the Seller also owns 59,685 of the issued and outstanding shares of Common Stock of the Corporation (the “Retained Securities”), which Seller desires to retain and which shall not constitute part of the Purchased Securities.

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 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. The closing of the sale of the Purchased Securities (the “Closing”) shall take place on February 6, 2009 or as soon thereafter as is possible.

Section 2. Deliveries.

A. Seller Deliverables.

- (i) At the Closing, upon delivery of the Purchase Price, the Seller shall deliver to each Purchaser
 - (a) an executed counterpart of this Agreement; and
 - (b) 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.
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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 3. 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, and 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 4. Representations, Warranties and Acknowledgements of the each of the Purchasers.

Each Purchaser, solely in respect of itself, represents 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 5. Notices.

All notices required or permitted under this Agreement shall be in writing, reference this Agreement and be deemed given when: (i) delivered personally; (ii) when sent and received by confirmed telex or facsimile; or (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid with verification of receipt. All communications will be sent to the addresses set forth below or such other address designated pursuant to this Section 5.

If to Purchaser:

Frost Gamma Investments Trust
4400 Biscayne Blvd., Suite 1500
Miami, FL 33137
Attn: Phillip Frost, M.D.
Fax: (305)575-6444

With a Copy to:

Steve Rubin, Esq.
4400 Biscayne Blvd., Suite 1500
Miami, FL 33137
Attn: Steve Rubin
Fax: (305)575-6444

If to Seller:

Dale and Gertrude Pfof

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With a Copy to:

Rachel Stark, Esq.
Stark & Stark
P.O. Box 5315
Princeton, NJ 08543

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. Purchasers may assign their right to purchase all or a portion of the Purchased Securities or the Retained Securities to a third party without obtaining prior written 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.

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

SELLER:

By: /s/ Dale R. Pfost
Dale R. Pfost

By: /s/ Gertrude B. Pfost
Gertrude B. Pfost

PURCHASERS:

FROST GAMMA INVESTMENTS TRUST

/s/ Phillip Frost, M.D.

Name: Phillip Frost, M.D.

Title: Trustee

Schedule I
List of Purchasers

Purchaser	Number of Shares of Common Stock
Frost Gamma Investments Trust	958,390

EXHIBIT 9

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement is dated as of February 23, 2009 (this "Agreement"), between OPKO Health, Inc., a Delaware corporation (the "Company"), and the purchasers listed on Annex A hereto (collectively, the "Purchasers").

WHEREAS, the Company desires to sell to Purchasers, and Purchasers desire to purchase from the Company, shares of the Company's common stock, par value \$.01 per share (the "Common Stock"), on the terms and subject to the conditions set forth in this Agreement (the "Transaction").

WHEREAS, the Purchase Price and the Shares (as hereinafter defined) issued shall be allocated among the Purchasers in accordance with Annex A.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

Article 1

Purchase and Sale of Common Stock

1.1 Purchase and Sale of the Shares. Subject to the terms and conditions hereof, the Company hereby agrees to issue and sell to Purchasers, and Purchasers hereby agree to purchase from the Company, 20,000,000 shares of Common Stock (the "Shares") at a purchase price of \$1.00 per share for an aggregate purchase price of \$20 million (the "Purchase Price").

1.2 Closing. The closing of the issuance and sale of the Shares (the "Closing") shall take place at the Company's offices in Miami, Florida on, or as soon as possible following the later of (i) the date which is twenty (20) days after the Company first mails to stockholders an Information Statement on Schedule 14C notifying stockholders that the Transaction was approved by the written consent of stockholders holding a majority of the voting power of the outstanding capital stock of the Company or (ii) the expiration or termination of any waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and the rules of the Federal Trade Commission relating to the HSR Act (the "Closing"). As payment in full for the Shares being purchased by them at the Closing, Purchasers shall pay to the Company the Purchase Price by wire transfer.

Article 2

Additional Agreements

The Company and Purchasers shall cooperate with each other and use their respective commercially reasonable best efforts to take or cause to be taken all actions, and do or cause to be done all things, necessary, proper or advisable under this Agreement and applicable laws and regulations to consummate and make effective the sale of the Shares (the "Sale") and the other transactions contemplated by this Agreement as soon as practicable, including preparing and filing as promptly as practicable all documentation to effect all necessary applications, notices, petitions, filings and other documents and to obtain as promptly as practicable all permits, consents, approvals and authorizations necessary or advisable to be obtained from any third party and/or any governmental entity in order to consummate the Sale or any of the other transactions contemplated by this Agreement.

Article 3

Representations and Warranties of the Company

The Company represents and warrants to Purchasers as of the date hereof as follows:

3.1 Authorization of Agreements, etc. The execution and delivery by the Company of this Agreement, the performance by the Company of its obligations hereunder, and the issuance, sale and delivery of the Shares have been duly authorized by all requisite corporate action and will not result in any violation of, be in conflict with, or constitute a default under, with or without the passage of time or the giving of notice: (a) any provision of the Company's Certificate of Incorporation, as amended, or Bylaws, as amended; (b) any provision of any judgment, decree or order to which the Company is a party or by which it is bound; (c) any material contract or agreement to which the Company is a party or by which it is bound; or (d) any statute, rule or governmental regulation applicable to the Company, except where such violation, conflict, or default would not have a material adverse effect on the Company.

3.2 Valid Issuance of Common Stock. The Shares have been duly authorized and, when issued, sold and delivered in accordance with this Agreement for the consideration expressed herein will be validly issued, fully paid and nonassessable with no personal liability attaching to the ownership thereof and will be free and clear of all liens, charges and encumbrances of any nature whatsoever except for restrictions on transfer under this Agreement and under applicable Federal and state securities laws.

3.3 Validity. This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company, enforceable in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

3.4 Brokers and Finders. Neither the Company nor any of its subsidiaries, officers, directors or employees has employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders' fees in connection with the Sale or the other transactions contemplated by this Agreement.

Article 4

Representations and Warranties of Purchasers

Each of the Purchasers hereby severally and not jointly represents and warrants to the Company as of the date hereof as follows:

4.1 Validity. This Agreement has been duly executed and delivered by Purchaser and constitutes the legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms except:

(a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally; and

(b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

4.2 Investment Representations.

(a) Purchaser is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act of 1933, as amended (the "Securities Act") and was not organized for the specific purpose of acquiring the Shares;

(b) Purchaser has sufficient knowledge and experience in investing in companies similar to the Company in terms of the Company's stage of development so as to be able to evaluate the risks and merits of its investment in the Company and it is able financially to bear the risks thereof;

(c) it is the present intention that the Shares being purchased by Purchaser are being acquired for Purchaser's own account for the purpose of investment and not with a present view to or for sale in connection with any distribution thereof;

(d) Purchaser understands that:

(i) the Shares have not been registered under the Securities Act by reason of their issuance in a transaction exempt from the registration requirements of the Securities Act pursuant to Section 4(2) thereof or Rule 505 or 506 promulgated under the Securities Act;

(ii) the Shares must be held indefinitely unless a subsequent disposition thereof is registered under the Securities Act or is exempt from such registration;

(iii) the Shares will bear a legend to such effect; and

(iv) the Company will make a notation on its transfer books to such effect; and

(e) the Company has made available to Purchaser all documents and information that the Purchaser has requested relating to an investment in the Company.

4.3 Brokers and Finders. The Purchaser has not employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders' fees in connection with the Sale or the other transactions contemplated by this Agreement.

Article 5

Miscellaneous

5.1 Lock-Up. Each of the Purchasers hereby irrevocably agrees that until the second 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 Shares;

(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 Shares, or

(c) Publicly disclose the intention to do any of the foregoing, for a period commencing on the date hereof and ending on the second anniversary of the date hereof.

5.2 Legend. Each certificate that represents Shares shall have conspicuously endorsed thereon the following legends:

THIS STOCK HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. THIS STOCK MAY NOT BE OFFERED OR TRANSFERRED BY SALE, ASSIGNMENT, PLEDGE OR OTHERWISE UNLESS (A) A REGISTRATION STATEMENT FOR THE STOCK UNDER THE SECURITIES ACT IS IN EFFECT OR (B) THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL, WHICH OPINION IS SATISFACTORY TO THE COMPANY, TO THE EFFECT THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OR THE RELEVANT STATE SECURITIES LAWS.

THIS STOCK IS SUBJECT TO RESTRICTIONS ON RESALE PURSUANT TO THAT CERTAIN STOCK PURCHASE AGREEMENT WITH THE COMPANY DATED FEBRUARY 23, 2009 AND MAY NOT BE OFFERED OR TRANSFERRED BY SALE, ASSIGNMENT, PLEDGE OR OTHERWISE WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY.

5.3 Brokerage. Each party hereto will indemnify and hold harmless the other against and in respect of any claim for brokerage or other commissions relative to this Agreement or to the transactions contemplated hereby, based in any way on agreements, arrangements or understandings made or claimed to have been made by such party with any third party.

5.4 Parties in Interest. All representations, covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

5.5 Notices. All notices, requests, consents, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, on the date of transmittal of services via telecopy to the party to whom notice is to be given (with a confirming copy delivered within 24 hours thereafter), or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or overnight mail via a nationally recognized courier providing a receipt for delivery and properly addressed as follows:

If to the Company: OPKO Health, Inc.
 4400 Biscayne Blvd.
 Suite 1180
 Miami, FL 33137
 Attn: Kate Inman, Esq.

If to any of the Purchasers: To the address specified on the signature pages hereto.

Any party may change its address for purposes of this paragraph by giving notice of the new address to each of the other parties in the manner set forth above.

5.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida for all purposes and in all respects, without regard to the conflict of law provisions of such state.

5.7 Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter hereof.

5.8 Counterparts. This Agreement may be executed in two or more counterparts (including facsimiles), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.9 Amendments and Waivers. This Agreement may be amended or modified, and provisions hereof may be waived, only with the written consent of the Company and the Purchasers.

5.10 Severability. If any provision of this Agreement shall be declared void or unenforceable by any judicial or administrative authority, the validity of any other provision and of the entire Agreement shall not be affected thereby.

5.11 Titles and Subtitles. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting any term or provision of this Agreement.

NOW THEREFORE, the Company and Purchasers have executed this Stock Purchase Agreement as of the date first above written.

OPKO HEALTH, INC.

By: /s/ Steven D. Rubin

Name: Steven D. Rubin

Title: Executive Vice President-Administration

INVESTORS

Frost Gamma Investments Trust

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

Name: Phillip Frost, M.D.

Title: Trustee

Address: 4400 Biscayne Blvd. Suite 1500, Miami. FL
33137

ANNEX A

Purchaser	Number of Shares of Common Stock	Purchase Price
Frost Gamma Investments Trust	20,000,000	\$20,000,000
Total:	20,000,000	\$20,000,000