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EX-101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
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EX-101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

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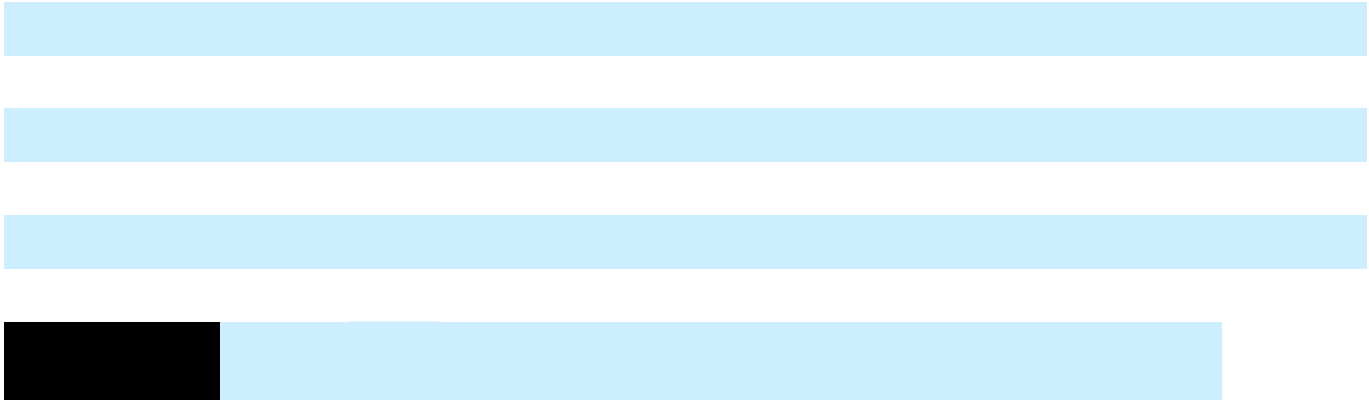
This Quarterly Report on Form 10-Q contains “forward-looking statements,” as that term is defined under the Private Securities Litigation Reform Act of 1995 (“PSLRA”), Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements include statements about our expectations, beliefs or intentions regarding our product development efforts, business, financial condition, results of op tif rts ofie³i kAct of 1934

- We have a large amount of goodwill and other intangible assets as a result of acquisitions and a significant write-down of goodwill and/or other intangible assets would have a material adverse effect on our reported results of operations and net worth.
- Our business may become subject to legal, economic, political, regulatory and other risks associated with international operations.
- The market price of our Common Stock may fluctuate significantly.
- The conversion and redemption features of our January 2013 convertible senior notes due in 2033 are classified embedded derivatives and may continue to result in volatility in our financial statements, including having a material impact on our result of operations and derivative liability recorded.
- Directors, executive officers, principal stockholders and affiliated entities own a significant percentage of our capital stock, and they may make decisions that you may not consider to be in your best interests or in the best interests of our stockholders.
- Compliance with changing regulations concerning corporate governance and public disclosure may result in additional expenses.
- If we are unable to satisfy the requirements of Section 404 of the Sarbanes-Oxley Act of 2002, as they apply to us, or our internal controls over financial reporting are not effective, the reliability of our financial statements may be questioned and our Common Stock price may suffer.
- We may be unable to maintain our listing on the New York Stock Exchange ("NYSE"), which could cause our stock price to fall and decrease the liquidity of our Common Stock.
- Future issuances of Common Stock and hedging activities may depress the trading price of our Common Stock.
- Provisions in our charter documents and Delaware law could discourage an acquisition of us by a third party, even if the acquisition would be favorable to you.
- We do not intend to pay cash dividends on our Common Stock in the foreseeable future.

(Unaudited)
(In thousands)

	For the three months ended September 30,		For the nine months ended September 30,	
	2013	2012	2013	2012
Net loss attributable to common shareholders	$ (59,998)	$ (10,206)	$ (98,027)	$ (30,180)
Other comprehensive income (loss), net of tax:				



Non-cash financing:				
Shares issued upon the conversion of:				
Series D Preferred Stock	$	24,386	$	—
3.00% convertible senior notes	$	20,839	$	—
Common Stock warrants, net exercised	$	815	$	7
Issuance of Common Stock, Common Stock options and warrants to acquire PROLOR	$	586,643	$	—
Issuance of Common Stock to acquire:				
Cytochroma	$	146,902	$	—
OPKO Brazil	$	436	$	—
Farmadiet	$	4,404	$	805

The accompanying Notes to Condensed Consolidated Financial Statements are an integral part of these statements.

December 31, 2012, our forward contracts for inventory purchases did not meet the documentation requirements to be designated as hedges. Accordingly, we recognize all changes in the fair values of our derivatives instruments in Fair value changes of derivatives instruments, net, in our Condensed Consolidated Statement of Operations. Refer to Note 9.

Revenue recognition. Generally, we recognize revenue from product sales when goods are shipped and title and risk of loss transfer to our customers. Our estimates for sales returns and allowances are based upon the historical patterns of product returns and allowances taken, matched against the sales from which they originated, and management's evaluation of specific factors that may increase or decrease the risk of product returns.

Revenue for laboratory services are recognized on the accrual basis at the time test results are reported, which approximates when services are provided. Services are provided to certain patients covered by various third-party payer programs including various managed care organizations, as well as the Medicare and Medicaid programs. Billings for services under third-party payer programs are included in sales net of allowances for contractual discounts and allowances for differences between the amounts billed and estimated program payment amounts. Adjustments to the estimated payment amounts based on final settlement with the programs are recorded upon settlement as an adjustment to revenue. For the three and nine months ended September 30, 2013, revenue from services also includes $0.2 million and $0.6 million, respectively, of revenue related to our consulting agreement with Neovasc, Inc. ("Neovasc") and to revenue related to molecular diagnostics collaboration agreements. For the three and nine months ended September 30, 2012, revenue from services included $0.1 million and $0.3 million, respectively, of revenue related to our consulting agreement with Neovasc and to revenue related to molecular diagnostics collaboration agreements. We recognize this revenue on a straight-line basis over the contractual term of the agreements.

Revenue from transfer of intellectual property includes revenue related to the sale, license or transfer of intellectual property such as upfront license payments, license fees and milestone payments received through our license, collaboration and commercialization agreements. We analyze our multiple-element arrangements to determine whether the elements can be separated and accounted for individually as separate units of accounting.

Non-refundable license fees for the out-license of our technology are recognized depending on the provisions of each agreement. We recognize non-refundable upfront license payments as revenue upon receipt if the license has standalone value and the fair value of our undelivered obligations, if any, can be determined. If the license is considered to have standalone value but the fair value of any of the undelivered items cannot be determined, the license payments are recognized as revenue over the period of our performance for such undelivered items or services. License fees with ongoing involvement or performance obligations are recorded as deferred revenue, included in Accrued expenses or Other long-term liabilities, when received and generally are recognized ratably over the period of such performance obligation only after both the license period has commenced and we have delivered the technology.

The assessment of our obligations and related performance periods requires significant management judgment. If an agreement contains research and development obligations, the relevant time period for the research and development phase is based on management estimates and could vary depending on the outcome of clinical trials and the regulatory approval process. Such changes could materially impact the revenue recognized, and as a result, management reviews the estimates related to the relevant time period of research and development on a quarterly basis. For the nine months ended September 30, 2013, we recorded $16.1 million of revenue from the transfer of intellectual property, of which $12.5 million related to the sale of substantially all of our assets in the field of RNA interference to RXi Pharmaceuticals Corporation ("RXi") and $3.2 million related to the rights granted to OAO Pharmsynthez ("Pharmsynthez") of certain technologies. Refer to Note 5.

Revenue from milestone payments related to arrangements under which we have continuing performance obligations are recognized as Revenue from transfer of intellectual property upon achievement of the milestone only if all of the following conditions are met: the milestone payments are non-refundable; there was substantive uncertainty at the date of entering into the arrangement that the milestone would be achieved; the milestone is commensurate with either the vendor's performance to achieve the milestone or the enhancement of the value of the delivered item by the vendor; the milestone relates solely to past performance; and the amount of the milestone is reasonable in relation to the effort expended or the risk associated with the achievement of the milestone. If any of these conditions are not met, the milestone payments are not con kd

(In thousands)	September 30, 2013	December 31, 2012
Other long-term liabilities:		
Contingent consideration – Cytochroma	$ 51,447	$ —

event we elect to pay the Deferred Payments in shares of our Common Stock, the number of shares issuable shall be calculated using the average closing price per share of our Common Stock as reported on the NYSE for the 10 trading days immediately preceding the applicable payment date. On August 2, 2013, we issued 585,703 shares of our Common Stock, in accordance with the first Deferred Payment. The number of shares issued was based on the average closing price per share of our Common Stock as reported on the NYSE for the 10 trading days up to and including August 1, 2013, or $7.61 per share. We have the right to hold back up to €2.8 million (approximately $3.6 million as of September 30, 2013) from the Deferred Payment to satisfy indemnity claims.

In connection with the Farmadiet Transaction, we also entered into two ancillary transactions (the "Ancillary Transactions"). In exchange for a 40% interest held by one of the sellers in one of Farmadiet's subsidiaries, we agreed to issue up to an aggregate of 250,000 shares of our Common Stock, of which (a) 125,000 shares were issued on the closing date, and (b) 125,000 will be issued upon achieving certain milestones. In addition, we acquired an interest held by an affiliate of Farmadiet in a product in development in exchange for which we agreed to pay up to an aggregate of €1.0 million ($1.3 million) payable at our option in cash or shares of our Common Stock, of which (a) 25% ($0.3 million) was paid at closing through delivery of 70,421 shares of our Common Stock, and 75% ($1.0 million) will be paid in cash or shares of our Common Stock upon achieving certain milestones. As a result, we recorded $1.2 million as contingent consideration for the future consideration. We evaluate the contingent consideration on an ongoing basis and the changes in fair value are recognized in earnings until the milestones are achieved. Refer to Note 8. The final U.S. dollar amount to be paid will be based on the exchange rate at the time the milestones are achieved. The number of shares of our Common Stock issued is determined based on the average closing sales price for our Common Stock on the NYSE for the 10 trading days preceding the required payment date.

ALS acquisition

In April 2012, we completed the acquisition of ALS Distribuidora Limitada ("ALS"), a privately-held Chilean pharmaceutical company, pursuant to a stock purchase agreement entered into in January 2012. In connection with the transaction, we agreed to pay up to a total of $40.0 million in cash to the sellers. Pursuant to the purchase agreement, we paid (i) $2.4 million in cash at the closing, less certain liabilities, and (ii) $5.0 million in cash at the closing into a separate escrow account to satisfy possible

- Pharmsynthez will pay us $9.5 million under the various collaboration and funding agreements for the development of the technologies (the “Collaboration Payments”).

We recorded the initial shares received in Pharmsynthez as an equity method investment. We recorded the Pharmsynthez Note Receivable, and the Purchase Option, as financial instruments and elected the fair va

is able to appoint the Fabrus governing body that oversees its executive management team. Based on the capital structure, governing documents and overall business operations of Fabrus, we determined that, while a VIE, no single entity has the power to direct the activities that most significantly impact Fabrus's economic performance. We did determine, however, that our related parties can significantly influence the success of Fabrus through our board representation and voting power. Accordingly, as we and our related parties have the ability to exercise significant influence over Fabrus' operations, we account for our investment in Fabrus under the equity method.

Consolidated variable interest entities

In June 2012, we entered into a share and debt purchase agreement whereby in exchange for $0.7 million we acquired shares representing a 45% stock ownership in SciVac from FDS Pharma LLP ("FDS"). SciVac is a privately-held Israeli company that produces a third-generation hepatitis B-vaccine. In November 2012 and during the nine months ended September 30, 2013, we loaned to SciVac a combined $1.8 million for working capital purposes. We have determined that we hold variable interests in SciVac based on our assessment that SciVac does not have sufficient resources to carry out its principal activities without financial support. In order to determine the fair market value of our investment in SciVac, we have utilized a business enterprise valuation approach.

In order to determine the primary beneficiary of SciVac, we evaluated our investment to identify if we had the power to direct the activities that most significantly impact the economic performance of SciVac. We have determined that the power to direct the activities that most significantly impact the economic performance of SciVac is conveyed through SciVac's board of directors. SciVac's board of directors appoint and oversee SciVac's management team who carry out the activities that most significantly impact the economic performance of SciVac. As part of the share and debt purchase agreement, SciVac's board of directors is constituted by 5 members, of which 3 members will be appointed by us, representing 60% of SciVac's board. Based on this analysis, we determined that we have the power to direct the activities of SciVac and as such we are the primary beneficiary. As a result of this conclusion, we have consolidated the results of operations and financial position of SciVac and recorded a reduction of equity for the portion of SciVac we do not own.

The following table represents the consolidated assets and non-recourse liabilities related to SciVac as of September 30, 2013 and December 31, 2012. These assets are owned by, and these liabilities are obligations of, SciVac, not us.

(In thousands)	September 30, 2013	December 31, 2012
Assets		
Current assets:		
Ce o		

nvestsion op

(In thousands)

The following table sets forth information related to the 3.00% convertible senior notes which is included our Condensed Consolidated Balance Sheets:

	Embedded conversion option	Convertible Notes	Disike

the Gamma Trust owns approximately 16% of ChromaDex; Hsu Gamma owns approximately 1%; and certain of our directors own less 1%of ChromaDex.

In February 2012, we purchased from BZNE $1.7 million of 10% secured convertible promissory notes (the “BZNE Notes”), convertible into BZNE common stock at a price equal to $0.20 per common share, which BZNE Notes are due and payable on February 24, 2014 and ten year warrants to purchase 8.5 million shares of BZNE common stock at an exercise price of $0.40 per share.

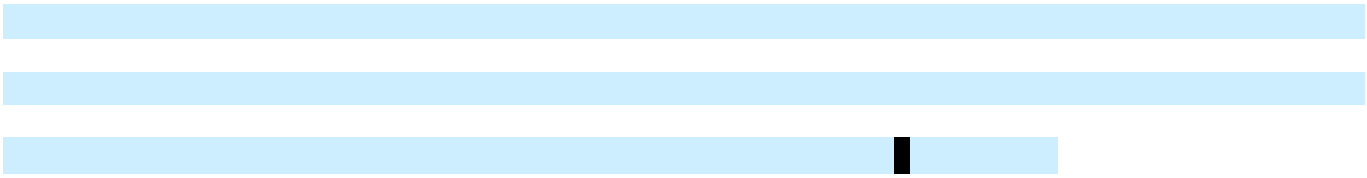
Mr. Roberto Prego Novo is the Chairman of BZNE and presently serves as a consultant to us. Dr. [illegible]

We reimburse Dr. Frost for Company-related use by Dr. Frost and our other executives of an airplane owned by a company that is beneficially owned by Dr. Frost. We reimburse Dr. Frost in an amount equal to the cost of a first class airline ticket between the travel cities for each executive, including Dr. Frost, traveling on the airplane for Company-related business. We do not reimburse Dr. Frost for personal use of the airplane by Dr. Frost or any other executive; nor do we pay for any other fixed or variable operating costs of the airplane. For the three and nine months ended September 30, 2013, we reimbursed Dr. Frost approximately $19 thousand and $37 thousand, respectively, for Company-related travel by Dr. Frost and other OPKO executives. For the three and nine months ended September 30, 2012, we reimbursed Dr. Frost approximately $52 thousand and $181 thousand, respectively, for Company-related travel by Dr. Frost and other OPKO executives.

In connection with our acquisitions of CURNA, OPKO Diagnostics, FineTech, Farmadiet, and Cytochroma, we agreed to pay future consideration to the sellers upon the achievement of certain events. As a result, as of September 30, 2013 , we recorded $69.2 million as contingent consideration, with $3.7 million recorded within Accrued expenses and $65.5 million recorded within Other long-term liabilities in the accompanying Condensed Consolidated Balance Sheets. Refer to Note 4.

On April 29, 2013, we were named in a putative class action filed in the Eighth Judicial District Court in and for Clark County, E

successful. As a result, we believe that our operating losses are likely to be substantial over the next several years. We may need to obtain additional funds to further develop our research and development programs, and there can be no assurance that additional capital will be available to us on acceptable terms, or at all.



On August 29, 2013, we acquired PROLOR Biotech, Inc. ("PROLOR") pursuant to an Agreement and Plan of Merger dated April 23, 2013 (the "PROLOR Merger Agreement") in an all-stock transaction. PROLOR is an Israeli-based biopharmaceutical company focused on developing and commercializing longer-acting proprietary versions of already approved therapeutic proteins.

Under the terms of the PROLOR Merger Agreement, holders of PROLOR common stock received 0.9951 shares of our Common Stock for each share of PROLOR common stock. At closing we delivered 63,670,805 shares of our Common Stock valued at $540.6 million based on the closing price per share of our Common Stock as reported by the NYSE on the closing date of the acquisition, or $8.49 per share. Until completion of the acquisition, Dr. Phillip Frost, our Chairman and Chief Executive Officer, was PROLOR's Chairman of the Board and a greater than 5% stockholder of PROLOR. Dr. Jane H. Hsiao, our Vice Chairman and Chief Technology Officer and Mr. Steven Rubin, our Executive Vice President, Administration, were both directors of PROLOR and less than 5% stockholders of PROLOR.

Cost of revenue. Costs of revenue for the nine months ended September 30, 2013 were $36.8 million, compared to $19.0 million for the 2012 period. Costs of revenue for the nine months ended September 30, 2013, increased principally as a result of costs of revenue recorded by OURLab, SciVac and Farmadiet of $8.1 million, $2.8 million and $4.1 million, respectively, which businesses were acquired post September 30, 2012, with the exception of Farmadiet, which business was acquired in August 2012. Costs of revenue from our Israeli API business, our Chilean and Mexican operations increased $0.3 million, $2.0 million and $0.4 million, respectively, during the nine months ended September 30, 2013, primarily related to a higher level of sales activity in our Israeli API business and in our Chilean operations and due to increased costs associated with a new distribution service center in our Mexican operations in order to improve quality and timing of deliveries.

Selling, general and administrati

Loss from investments in investees. Loss from investments in investees was $7.9 million and $1.5 million for the nine months ended September 30, 2013 and 2012, respectively. The increase in loss from investments in investees is primarily due to the result of increased research and development activities at our investees as well as the impact of including the activities of our recent investments in RXi and Pharmsynthez.

Income taxes. Ow e t

Accounting estimates. The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of sales and expenses during the reporting period. Actual results could differ from those estimates.

Equity-based compensation. We recognize equity based compensation as an expense in our financial statements and that cost is measured at the fair value of the awards and expensed over their vesting period. Equity-based compensation arrangements to non-employees are recorded at their fair value on the measurement date. We estimate the grant-date fair value of our stock option grants using a valuation model known as the Black-Scholes-Merton formula or the “Black-Scholes Model” and allocate the resulting compensation expense over the corresponding requisite service period associated with each grant. The Black-Scholes Model requires the use of several variables to estimate the grant-date fair value of stock options including expected term, expected volatility, expected dividends and risk-free interest rate. We perform significant analyses to calculate and select the appropriate variable assumptions used in the Black-Scholes Model. We also perform significant analyses to estimate forfeitures of equity-based awards. We are required to adjust our forfeiture estimates on at least an annual basis based on the number of share-based awards that ultimately vest. The selection of assumptions and estimated forfeiture rates is subject to significant judgment and future changes to our assumptions and estimates may have a material impact on our Condensed Consolidated Financial Statements.

Inventories. Inventories are valued at the lower of cost 8sgit anci

loss is directly affected by management's estimate of the collectability of accounts receivable. The allowance for doubtful accounts recognized in our Condensed Consolidated Balance Sheets at September 30, 2013 and December 31, 2012 was $1.1 million and $0.5 million, respectively.

Recent accounting pronouncements. In February 2013, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2013-02, Reporting of Amounts Reclassified Out of Accumulated Other Comprehensive Income, ("ASU 2013-02"). ASU 2013-02 requires the presentation of reclassifications out of accumulated other comprehensive income in either (1) the notes or (2) the face of the financial statements. We adopted ASU 2013-02 for our first qu t

Government and its agencies, bank obligations, repurchase agreements and high-quality corporate issuers, and money market funds that invest in such debt instruments, and, by policy, restrict our exposure to any single corporate issuer by imposing concentration limits. To minimize the exposure due to adverse shifts in interest rates, we maintain investments at an average maturity of generally less than three months.

Equity Price Risk – We are subject to equity price risk related to the (i) rights to convert into shares of our Common Stock, including upon a fundamental change; and (ii) a coupon make-whole payment in the event of a conversion by the holders of the Notes on or after February 1, 2017 but prior to February 1, 2019. These terms are considered to be embedded derivatives. On a quarterly basis, we are required to record these embedded derivatives at fair value with the changes being recorded in our Condensed Consolidated Statement of Operations. Accordingly, our results of operations are subject to exposure associated with increases or decreases in the estimated fair value of our embedded derivatives.

The Company's management, under the supervision and with the participation of the Company's Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), has evaluated the effectiveness of the Company's disclosure controls and procedures as defined in Securities and Exchange Commission ("SEC") Rule 13a-15(e) as of September 30, 2013. Based on that evaluation, the CEO and CFO have concluded that the Company's disclosure controls and procedures are effective to ensure that information the Company is required to disclose in reports that it files or submits under the Securities Exchange Act is accumulated and communicated to management, including the CEO and CFO, as appropriate, to allow timely decisions regarding required disclosure and is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms.

Changes to the Company's Internal Control Over Financial Reporting

In connection with the Farmadiet Group Holding, S.L. ("Farmadiet"), SciVac Ltd, formerly SciGen (I.L.) Ltd ("SciVac"), OPKO OURLab LLC, formerly Prost-Data, Inc. ("OURLab"), Cytochroma Inc. ("Cytochroma") and PROLOR Biotech, Inc. ("PROLOR") acquisitions in August 2012, October 2012, December 2012, March 2013 and August 2013, respectively, we began implementing standards and procedures at Farmadiet, SciVac, OURLab, Cytochroma and PROLOR, including upgrading and establishing controls over accounting systems, and adding employees and consultants who are trained and experienced in the preparation of financial statements in accordance with U.S. GAAP to ensure that we have in place appropriate internal control over financial reporting at Farmadiet, SciVac, OURLab, Cytochroma and PROLOR. These changes to the Company's internal control over financial reporting that occurred during the Company's third fiscal quarter of 2013 have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

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None.

None.

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

Date: November 11, 2013

/s/ Adam Logal

Adam Logal
Vice President, Finance, Chief Accounting Officer and Treasurer

Exhibit 3.

6.3.1. In the event of a liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the holders of record of the Series A Preferred shall be entitled to receive ratably in full, out of lawfully available assets of the Corporation, whetheetethe Cor

number of shares of Common Preferred been converted into Common Stock at the Conversion Price in effect pursuant to subsection 6.5.1 immediately prior to the Election Event, or (ii) the number of shares of Common Stock determined by dividing (x) the liquidation preference a share of Series A Preferred would then have been entitled to receive pursuant to Section 6.3 upon a liquidation of the Corporation, by (y) the Fair Value of a share of Common Stock on the day preceding the effective date of the Election Event. Alternatively, upon the occurrence of an Election Event, the Board of Directors may elect to have the Series A Preferred converted into preferred stock of the surviving corporation of substantially equivalent value to such Series A Preferred ("Equivalent Preferred"), as the Board of Directors shall determine, taking into account the Fair Value, liquidation preference and other attributes of the Series A Preferred. Each holder of shares of Series A Preferred shall cease to be a holder of Series A Preferred for any purpose as of the date specified in the Election Notice, notwithstanding a certificate or certificates for Series A Preferred shall not have been surrendered for cancellation, and all rights whatsoever with respect to such shares shall terminate, except the rights of the holder to receive Common Stock or Equivalent Preferred upon compliance with the procedures specified in the Election Notice.

6.5.7. The Corporation shall at all times reserve and keep available out of authorized Common Stock, solely for the purpose of effecting the conversion of the Series A Preferred, the full number of shares of Common Stock issuable upon conversion or all Series A preferred at any time outstanding.

6.6. Optional Redemption.

6.6.1. Shares of Series A Preferred shall be redeemable, at the Corporation's option, in whole or in part, at any time and from time to time in the event either (i) the Corporation completed an initial public offering of the Common Stock at a price to the public of at least $2.50 per share or (ii) after completing an initial public offering of the common Stock at a price to the public of less than $2.50 per share, the average closing bid price of the Common Stock is at least $3.75 per share for any 30 consecutive trading days ending within 15 days prior to the date on which the Corporation gives notice or redemption of shares of Series A Preferred (the "Redemption Notice"). The redemption price shall be $2.50 per share plus a sum equal to the accrued but unpaid dividends on the Series A Preferred (the "Redemption Price").

6.6.2. In the event that at any time less than all of the Series A Preferred outstanding is to be redeemed, the Board of Directors shall determine the shares to be redeemed by lot or pro rata or by any other means the Board of Directors deems equitable.

6.6.3. The Redemption Notice shall be given by the Corporation to the holders of record of the shares to be redeemed, at their respective addresses on the books of the Corporation, not less than 15 nor more than 75 days prior to the date fixed for redemption by the Board of Directors (the "Redemption Date"). Redemption Data may be fixed as of the date of, the completion of an initial public offering of Common Stock under clause (i) of Section 6.6.1. If less than all the shares of Series A Preferred owned by any holder are then to be redeemed, the Redemption Notice shall also specify the number of shares thereof which are to be redeemed and the numbers of the certificates representing such shares. If the Redemption Notice shall have been duly mailed and if, on or before the Redemption Date, all funds necessary for such redemption shall have been set aside by the Corporation in trust for the account of the holders of the Series A Preferred to be redeemed, so as to be available therefore, then, from and after the mailing of the Redemption Notice, notwithstanding that any certificate for shares of Series A Preferred so called for redemption shall not have been surrendered for cancellation, all rights in or with respect to such shares shall terminate except the right of the holder to (i) receive the Redemption Price, without interest, upon compliance with the procedures specified in the Redemption Notice, or (ii) convert such shares of Series A Preferred into Common Stock pursuant to Section 6.5, not later than the fourth business day preceding the Redemption Date.

6.6.4. The prices per share of Common Stock referred to in Section 6.6.1 shall be subject to proportional adjustment in accordance with changes in the outstanding shares of Common Stock resulting from any of the events listed in Section 6.5.5.

6.6.5. The Redemption Price specified in subsection 6.6.1 shall be subject to proportional adjustment in accordance with changes in the outstanding number of shares of Series A Preferred resulting from reclassifications or capital reorganizations (including reclassifications in connection with consolidations or mergers in which the Corporation is the continuing corporation), but excluding issuances of Additional Shares pursuant to subsection 6.2.2.

(a) First, before any distribution or payment is made to any holders of Common Stock or any other class or series of capital stock of the Company, the holders of Series C Convertible Preferred Stock shall be entitled to be paid first out of the assets of the Company available for distribution to holders of the Company's capital stock of all classes and series, whether such assets are capital, surplus or earnings (collectively, "Available Assets"), an amount per share equal to the Series C Preferential Amount.

(b) After payment of the Series C Preferential Amount to all holders of the Series C Convertible Preferred Stock and payment of any other preference amounts to the holders of any other class or series of Preferred Stock entitled to a liquidation preference, the entire remaining Available Assets, if any, shall be distributed among the holders of Common Stock, Series C Convertible Preferred Stock and any other class or series of Preferred Stock entitled to participate with the Common Stock in a liquidating distribution, pro rata in proportion to the shares of Common Stock then held by them and the shares of Common Stock which they then have the right to acquire upon conversion of such shares of Preferred Stock held by them (such participation amount per share to be received by the holders of the Series C Convertible Preferred Stock, together with the Series C Preferential Amount, the "Series C Liquidation Amount").

(c) Written notice of any liquidation, dissolution or winding up of the Company, stating the payment date, the amount of the Series C Preferential Amount, the amount of the Series C Liquidation Amount and the place where said Series C Liquidation Amount shall be payable, shall be given to the holders of record of Series C Convertible Preferred Stock not less than 5 days prior to the consummation of such liquidation, dissolution or winding up, in accordance with the provisions of Section 7.7.

7.3.2. Treatment of Reorganization, Consolidation, Merger or Sale of Assets. Any Change of Control Event, shall be deemed, for the purposes of this Section 7.3.2, to be a liquidation, dissolution and winding up of the Company, in which event the Series C Liquidation Amount to which each such holder is entitled shall be calculated based upon the fair market value (as reasonably determined in good faith by the Board of Directors of the Company) of whatever property (including any securities) is to be received by the Company or its stockholders in respect of such Change of Control Event.

7.3.3. Distributions Other than Cash. Whenever the distribution provided for in this Section 7.3 shall be payable in whole or in part in property other than cash, the value of any property distributed shall be the fair market value of such property as reasonably determined in good faith by the Board of Directors of the Company. Any such distribution of property to holders of Preferred Stock or Common Stock shall be made, to the maximum extent possible, pro rata with respect to each series and class of Preferred Stock and Common Stock in accordance with the liquidation amounts payable with respect to each such series and class of Preferred Stock and Common Stock.

7.4. Voting Power.

7.4.1. General

7.4.3. Restriction and Limitation on Company Action. As long as any of the Series C Convertible Preferred Stock is outstanding, the holders of Series C Convertible Preferred Stock shall vote as a separate voting group on, and the affirmative vote of the Majority Holders shall be required to authorize, any action by the Company which would:

(a) In any manner authorize, create, amend or issue any class or series of capital stock of the Company ranking, either as to payment of dividends, distribution of assets upon liquidation or otherwise, or redemption, prior to or on parity with the Series C Convertible Preferred Stock.

(b) Increase the authorized number of shares of Series C Convertible Preferred Stock or issue additional shares of Series C Convertible Preferred Stock.

(c) In any manner adversely alter or change the designations or the powers, preferences or rights or qualifications, limitations or restrictions of the Series C Convertible Preferred Stock (including, without limitation, liquidation preference provisions).

(d) Reclassify the Common Stock, or any other class or series of capital stock of the Company junior to the Series C Convertible Preferred Stock into capital stock of the Company of any class or series ranking, either as to payment of dividends, distribution of assets upon liquidation or otherwise, or redemption, prior to or on a parity with the Series C Convertible Preferred Stock.

7.5. Conversion Rights. The holders of the Series C Convertible Preferred Stock shall have the following rights with respect to the conversion of such shares into shares of Common Stock:

7.5.1. Voluntary Conversion.

(a) Subject to and in compliance with the provisions of this Section 7.5, each and any outstanding share of the Series C Convertible Preferred Stock (together with all accrued but unpaid dividends thereon) shall be convertible, at the option of the holder thereof, at any time and from time to time, into such number of fully-paid and non-assessable shares of Common Stock as is determined pursuant to Section 7.5.3 below.

(b) To exercise this conversion right, a holder of Series C Convertible Preferred Stock shall surrender the certificate or certificates representing the shares being converted at the principal office of the Company, together with written notice to the Company that such holder elects to convert such shares (the “Conversion Notice”); provided, however, that in the event such certificate or certificates have been lost, stolen or destroyed, then the holder electing to effect such a conversion shall so certify to the Company in its Conversion Notice, and shall further execute an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection therewith. The Conversion Notice shall also state the name or names (with address or addresses) in which the certificate or certificates for shares of Common Stock issuable upon such conversion shall be issued. The certificate or certificates for shares of Series C Convertible Preferred Stock surrendered for conversion shall be accompanied by proper assignment thereof to the Company or in blank. As promptly as practicable after the Series C Conversion Date, the Company shall issue and deliver to the holder of the shares of Series C Convertible Preferred Stock being converted, or on its written order, at the expense of the Company: (i) a certificate or certificates, as such holder may request, representing the number of whole shares of Common Stock issuable upon the conversion of such shares of Series C Convertible Preferred Stock in accordance with the provisions of this Section 7.5, (ii) if some but not all of the shares of Series C Convertible Preferred Stock represented by a certificate surrendered by such holder are converted, a new certificate or certificates representing the number of shares of Series C Convertible Preferred Stock which were not converted, and (iii) if necessary pursuant to the provisions of Section 7.5.4, cash in respect of any fraction of a share of Common Stock otherwise issuable upon such conversion. Such conversion shall be deemed to have been effected immediately prior to the close of business on the Series C Conversion Date, and at such time the rights of the holder as holder of the converted shares of Series C Convertible Preferred Stock shall cease and the person(s) in whose name(s) any certificate(s) for shares of Common Stock shall be issuable upon such conversion (subject to compliance with the applicable federal and state securities laws) shall be deemed to have become the holder(s) of record of the shares of Common Stock represented thereby.

7.5.2. Automatic Conversion.

(a) Immediately upon the earlier to occur of (i) the consummation of the Company's first Qualified Offering (ii) the satisfaction of the Price Condition or (iii) the approval, set forth in a wri gf

shares of the Series C Convertible Preferred Stock (including any shares of Series C Convertible Preferred Stock issuable upon the exercise, conversion or exchange of any options, warrants, purchase rights or convertible securities), and, if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series C Convertible Preferred Stock (including any shares of Series C Convertible Preferred Stock issuable upon the exercise, conversion or exchange of any options, warrants, purchase rights or convertible securities), the Company shall take all commercially reasonable actions as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

7.5.6. Issue Lotc b ao st=ee Rkmhn

split, stock dividend or recapitalization by the Company which is approved by the board of directors of the Company; (c) Equity Securities issued upon conversion of Equity Securities; (d) Equity Securities issued pursuant to any equipment leasing arrangement or a bona fide debt financing which is approved by the board of directors of the Company; (e) Equity Securities issued pursuant to a merger or consolidation of the Company or any of its subsidiaries with or into another person or other acquisition by the Company or any of its subsidiaries of all or part of the assets, business or capital stock of another person, which transaction is approved by the board of directors of the Company; (f) the issuance of Equity Securities in transactions with third parties unrelated to the Company, upon reasonable commercial terms and relating to the manufacture, supply or distribution of products to or by the Company, technology licensing, research and development and other transactions that are for a purpose other than raising capital which transaction is approved by the board of directors of the Company, or (g) Equity Securities that are issued in connection with any registered public offering of the Company.

7.10.6. “Fully-Diluted Basis” shall include, when used to refer to the number of shares of Common Stock then outstanding, (i) all shares of Common Stock that are issued and outstanding at such time, (ii) all shares of Common Stock that are issuable upon the conversion, exercise or exchange of all other Equity Securities that are issued and outstanding at such time and that are, directly or indirectly, convertible into or exercisable or exchangeable for shares of Common Stock, regardless of whether such Equity Securities are then convertible, exercisable or exchangeable, plus (iii) all Equity Securities that have been reserved by the Company for issuance under any incentive compensation or stock option plan of the Company which are authorized but not yet issued.

7.10.7. “Majority Holders” shall mean the holders of a majority of the outstanding shares of the Series C Convertible Preferred Stock.

7.10.8. “Original Series C Issuance Date” shall mean with respect to each share of Series C Convertible Preferred Stock, the date upon which such share was originally issued by the Company.

7.10.9. “Original Series C Purchase Price” shall mean $77.00.

7.10.10. “Parent Per Share Stock Valuation” shall mean $0.4984.

7.10.11. “Person” shall mean any individual, partnership, limited liability company, corporation, business trust, trust, unincorporated association, joint venture or other entity of whatever nature.

7.10.12. “Price Condition” shall be satisfied if the price at which one share of the Company’s Common Stock trades on the American Stock Exchange, the New York Stock Exchange or the NASDAQ National Market, whichever is applicable, as published in the Eastern Edition of The Wall Street Journal, for ten (10) consecutive trading days equals or exceeds 7.69 times the Parent Per Share Stock Valuation (subject to adjustment in the event of any stock split, stock dividend, combination, recapitalization, reorganization, reclassification or other similar event).

7.10.13. “Qualified Offering” shall mean a sale by the Company of Equity Securities, in any six-month period, in which (i) the aggregate proceeds to the Company equal or exceed $30,000,000, net of underwriting discounts, offering expenses and commissions, and (ii) the price per share of such Common Stock, net of underwriting discounts, offering expenses and commissions, equals or exceeds 3.85 times the Parent Per Share Stock Valuation (subject to equitable adjustment in the event of any stock split, stock dividend, combination, recapitalization, reorganization, reclassification or other similar event.

7.10.14. “Securities Act” shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

7.10.15. “Series C Conversion Date” shall mean, as the case may be, (a) with respect to any shares of Series C Convertible Preferred Stock voluntarily converted into Common Stock pursuant to Section 7.5.1, the date on which the Company receives a Conversion Notice relating to such shares, together with the certificate or certificates representing such shares, or (b) with respect to

modification of this Section 9.1 by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

9.2. Indemnification

The Corporation is authorized to sell and issue, from time to time, all or any portion of the capital sa to time, ´ authorize time, ´ ks

OPKO Health, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

FIRST: The name of the corporation is OPKO Health, Inc. (the "Corporation").

SECOND: The Corporation was originally incorporated pursuant to the General Corporation Law of the State of Delaware on November 18, 1991.

THIRD: An Amended and Restated Certificate of Incorporation of the Corporation (the "Certificate") was filed with the Secretary of State of the State of Delaware on June 8, 2007.

FOURTH: At a regular meeting of the Board of Directors of the Corporation held on June 14, 2013, the Board of Directors adopted and approved an amendment to the Certificate of the Corporation that increased the Corporation's authorized shares of common stock.

FIFTH: At the Annual Meeting of the Stockholders of the Corporation held on August 28, 2013, the Stockholders adopted and approved an amendment to the Certificate of the Corporation that increased the Corporation's authorized shares of common stock.

SIXTH: The Certificate is hereby amended by deleting the first sentence in Paragraph 4.1 of Article IV, in its entirety and inserting the following in lieu thereof:

"The total number of shares of capital stock which the Corporation shall have authority to issue is Seven Hundred and Sixty Million (760,000,000) shares, consisting of: Seven Hundred and Fifty Million (750,000,000) shares of common stock, p Ŏof: l have a

Exhibit 31.1

I, Phillip Frost, certify that:

(1) I have reviewed this Quarterly Report on Form 10-Q of OPKO Health, Inc.;

(2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

(3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

(4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

(5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 11, 2013

/s/ Dr. Phillip Frost, M.D.

Exhibit 31.2

I, Juan F. Rodriguez, certify that:

(1) I have reviewed this Quarterly Report on Form 10-Q of OPKO Health, Inc.;

(2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

(3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

(4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

(5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 11, 2013

/s/ Juan F. Rodriguez

Juan F. Rodriguez

Chief Financial Officer

Exhibit 32.1

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant section 906 of the Sarbanes-Oxley Act of 2002, I, Phillip Frost, Chief Executive Officer of OPKO Health, Inc. (the "Company"), hereby certify that:

The Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2013 (the "Form 10-Q") of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 11, 2013

/s/ Dr. Phillip Frost, M.D.

Dr. Phillip Frost, M.D.
Chief Executive Officer

Exhibit 32.2

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant section 906 of the Sarbanes-Oxley Act of 2002, I, Juan F. Rodriguez, Chief Financial Officer of OPKO Health, Inc. (the "Company"), hereby certify that:

The Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2013 (the "Form 10-Q") of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 11, 2013

/s/ Juan F. Rodriguez

Juan F. Rodriguez
Chief Financial Officer