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**TABLE OF CONTENTS**

	Page
<b><u>Part II. OTHER INFORMATION</u></b>	
<u>Item 6. Exhibits</u>	4
<u>Signatures</u>	6

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## [Table of Contents](#)

### **Explanatory Note**

OPKO Health, Inc. (the “Company”) filed its Quarterly Report on Form 10-Q for the quarter ended March 31, 2011 with the Securities and Exchange Commission (“SEC”) on May 10, 2011 (the “Original Filing”). We are filing this Amendment No. 1 to the Quarterly Report on Form 10-Q (the “Form 10-Q/A” and together with the Original Filing, the “Form 10-Q”) to refile Exhibit 2.4 in response to certain comments we received from the SEC relating to a confidential treatment request that we made for certain portions of Exhibit 2.4 in the Original Filing.

Other than as described above, we have made no further changes to the Original Filing. Among other things, forward-looking statements made in the Original Filing have not been revised to reflect events that occurred or facts that became known to the Company after the filing of the Original Filing or the Form 10-Q/A, and such forward-looking statements should be read in their historical context. Accordingly, the Form 10-Q should be read in conjunction with the Company’s filings with the Securities and Exchange Commission subsequent to the Original Filing and the Form 10-Q/A.

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## Table of Contents

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- + Certain confidential material contained in the document has been omitted and filed separately with the Securities and Exchange Commission.
  - \* Previously filed.
  - (1) Filed with the Company's Current Report
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**SIGNATURES**

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

Date: July 5, 2011

**OPKO Health, Inc.**

/s/ Adam Logal

Adam Logal

Executive Director of Finance, Chief Accounting  
Officer and Treasurer

## Table of Contents

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“Company Intellectual Property” means the Intellectual Property owned by the Company.

“Company IP Agreements” means (a) licenses of Intellectual Property by the Company to any third party, (b) licenses of Intellectual Property by any third party to the Company, (c) agreements between the Company and any third party relating to the development or use of Intellectual Property, and (d) consents, settlements, decrees, orders, injunctions, judgments or rulings governing the use, validity or **enforced**ability of Company Intellectual Property.

“Contracts” means all contracts, agreements, covenants, commitments and other instruments of any kind, whether oral or written, to which the Company is a party or to which the assets or properties of the Company are bound.

“Deferred Merger Consideration” means the portion of the Merger Consideration determined in accordance with Schedule 2.3(b)(iii).

“Effective Time Payables” means those obligations of the Company that are payable by a third party on the date of the Company's closing of the Merger.

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“Organizational Documents” means any and all documents pursuant to which an entity is organized and/or operates under the applicable laws of its jurisdiction.

“Paying Agent” means Angell Corporate Services, Inc. (

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## ARTICLE 2

### The Merger; Consideration

**2.1 The Merger.** Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the Delaware General Corporation Law (“DGCL”), the Company will be merged with and into Merger Sub in accordance with the DCGL (the “Merger”) through the filing of a Certificate of Merger with the Secretary of State of the State of Delaware. The Merger shall become effective at such time as the Certificate of Merger have been duly filed or at such other time as specified in the Certificate of Merger (the  
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(d) At the Effective Time, Buyer shall, on behalf of the Company, pay to the Paying Agent for the benefit of certain obligees of the Effective Time Payables the sum of \$543,735.71, (which represents the amount of the Effective Time Payables listed on Schedule 2.3(d) to be paid at the Effective Time out of funds provided by the Buyer), to be applied by the Paying Agent to the satisfaction of the Effective Time Payables due at the Effective Time ("Closing Payables"), and pursuant to the Merger, the Buyer and Merger Sub shall assume and pay when and as due, the remaining Effective Time Payables of \$54,285.98 listed on Schedule 2.3(d) to be paid after the Effective Time in the ordinary course ("Assumed Liabilities"). Except for the Closing Payables and Assumed Liabilities, and for liabilities incurred by the Company after Closing in the ordinary course pursuant to agreements disclosed Be ord

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**4.7 Rights, Warrants, Options.** The Company has reserved 125 shares of Company common stock for issuance to officers, directors, employees, and consultants of the Company pursuant to its 2008 Equity Incentive Plan, wh£2008, direc

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(l) write off the value of any assets, inventory or any accounts receivable or increase, the reserves for obsolete, damaged, spoiled or otherwise not usable inventory or doubtful or uncollectable receivables;

(m) increase the compensation payable or to become payable to directors, officers or employees, other than increases in the ordinary course of business and consistent with past practice or grant any rights to severance or termination pay to, or enter into any employment or severance agreement with, any director, officer or other employee of the Company or any Affiliate thereof, or establish, adopt, enter into or materially amend any collective bargaining, bonus, profit sharing, thrift, compensation, stock option, restricted stock, pension, retirement, deferred compensation, employment, termination, severance or other plan, agreement, trust, fund, policy or arrangement for

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**4.14 Tax Matters.** All Tax returns and other similar documents required to be filed with respect to the Company have been timely filed (after taking into account any extensions to file) with the appropriate governmental authorities in all jurisdictions in which such returns and documents are required to be filed prior to the Closing Date, all of the foregoing as filed are true, correct and

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(c) The conduct of the Company's business as currently conducted does not infringe or misappropriate the Intellectual Property of any third party, and no Action alleging any of the foregoing are pending, and no Action has been threatened or asserted against any Shareholder or the Company alleging any of the foregoing. To the Knowledge of the Company, no Person is engaging in any activity that infringes the Company Intellectual Property.

(d) No Company Intellectual Property is subject to any outstanding Governmental Order restricting the use of such Intellectual Property or that would impair the validity or enforceability of such Intellectual Property.

**4.18 Real Property.**

(a) The Company does not own any real property.

(b) Schedule 4.18(b) sets forth the street address of each parcel of real property leased by the Company (the "Leased Real Property"). The Company has previously delivered to Buyer true and complete copies of all lease agreements, as amended to date (the "Leases") relating to the Leased Real Property. The Company enjoys peaceable and undisturbed possession of the Leased Real Property.

**4.19 Compliance with Environmental Laws.** The Company is in compliance with all applicable Environmental Laws. To the Knowledge of Company, there are no pending governmental claims, citations, notices of violation, judgments, decrees or orders issued against the Company for impairment or damage, injury or adverse effect to the environment or public health and, to the Knowledge of the Company and there have been no private complaints with respect to any such matters. To the Knowledge of the Company, there is no condition relating to any properties of the Company that would require any type of remediation, clean-up, response or other action under applicable Environmental Laws. The Company has complied with all applicable Environmental Laws in the generation, treatment, transportation, storage and disposal of Hazardous Materials.

**4.20 Employment Matters.**

(a) Employment Agreements. Schedule 4.20(a) sets forth all employment, consulting, severance, and indemnification arrangements, agreements and understandings between the Company and any officer, director, advisory board member, consultant or employee ("Employment Agreements"). The Company has delivered to the Buyer true and complete copies of all of the Employment Agreements. No Employment Agreement (i) will require any payment by the Company or Buyer to any director, officer or employee of the Company, or any other party, by reason of the change in control of the Company resulting from the transactions contemplated by this Agreement, or (ii) provides for the acceleration or change in the award, grant, vesting or determination of options, warrants, rights, severance payments, or other contingent obligations of any nature whatsoever of the Company in favor of any such parties. Except as set forth on Schedule 4.20(a), the terms of employment or engagement of all directors, officers, employees, agents, consultants and professional advisers of the Company are such that their employment or engagement may be terminated at any time without liability for payment of compensation or damages (other than, with respect to employees of the Company, the payment of the statutory minimum compensation) and the Company has not entered into any agreement or arrangement for the management of its business or any part thereof other than with its directors or employees.

(b) Personnel. Schedule 4.20(b) contains the names, job descriptions and annual salary rates and other compensation of any kind of all officers, directors, advisory board members, consultants, and employees of the Company.

(c) Employment Laws. Except as set forth on Schedule 4.20(c), the Company and each of the Company Subsidiaries has complied with all applicable employment Laws, including

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**4.27 Legal Proceedings.** The Company is not a party to any pending or, to the Knowledge of the Company, threatened, legal, administrative or other proceeding, arbitration, mediation, out-of-court settlement negotiation or investigation. To the Knowledge of the Company, no Person who is or was a director or officer of the Company is a party to any pending or threatened, legal, administrative or other proceeding, arbitration, mediation, out-of-court settlement negotiation or investigation in their capacity as directors or officers of the Company. The Company is not subject to any order, writ, injunction, decree or other judgment of any court or governia

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**4.31 Disclosure.** No representation or warranty of the Company contained in this Agreement, and no statement, notice, certificate or other document furnished by or on behalf of the Company to Buyer or its agents pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

## ARTICLE 5

### Representations and Warranties of Sellers

In order to induce Buyer and Merger Sub to enter into this Agreement and to consummate the transactions contemplated hereby, each of the Sellers, severally and not jointly, makes the representations and warranties set forth below to Buyer and Merger Sub with respect to himself, herself or itself.

**5.1 Title to Securities.** Such Seller is the record and beneficial owner of the Securities listed opposite his or its respective name on Schedules 2.3(b)(i) and 2.3(b)(ii), as applicable, and such Securities are owned free and clear of any Liens whatsoever, including, without limitation, transfer restrictions, preemptive rights, registration rights, rights of first refusal, or any claims or rights under any voting trust agreements, shareholder agreements or other agreements. At the Closing, such Seller will accept the Merger Consideration provided for such Seller herein in exchange for all of such Seller's right, title and interest in the Securities owned by him, her or it, which shall be free and clear of all Liens whatsoever.

**5.2 Authorization; Enforceability.** Except as set forth on Schedule 5.2, no written or oral agreement or understanding with respect to the disposition of the Securities or any rights therein, other than this Agreement, exists. Such Seller has all requisite right, power and authority to execute and deliver the Transaction Documents and to consummate the transactions contemplated thereby. The Transaction Documents have been duly executed and delivered by such Seller and constitute the legal, valid and binding obligations of such Seller, enforceable in accordance with their respective terms.

**5.3 No Consent, Violation or Conflict.** The execution and delivery of the Transaction Documents by such Seller and the consummation by such Seller of the transactions contemplated hereby, and compliance by the Seller with the provisions hereof, (a) do not require any prior governmental or regulatory consent, approval, or notice of any kind (b) do not and will not violate or, if applicable, conflict with any provision of Law, or any provision of such Seller's Organizational Documents, and (c) do not and will not, with or without the passage of time or the giving of notice, result in the breach of, or constitute a default, cause the acceleration or





#### **6.4 Indemnification.**

(a) Subject to Sections 6.2, the Sellers agree to indemnify and hold harmless Buyer, Merger Sub and their Affiliates and their respective directors, officers, employees and agents from, against and in respect of (i) any and all Liabilities, arising from any breach or violation of any of the representations and warranties of the Company or the Sellers contained in this Agreement or in any schedule, exhibit or attachment hereto, except that TSRI shall have no liability under this Section 6.4(a)(i), or (ii) as to each Seller severally and not jointly, any and all Liabilities arising from any breach or violation of the covenants or agreements of such Seller contained in this Agreement (such Liabilities being herein referred to as "Buyer's Indemnifiable Losses"). The obligations of the Sellers to indemnify the Buyer, Merger Sub and their Affiliates for any breach of a representation or warranty contained in ARTICLE 5, shall be several, not joint, and shall be the obligation only of the Seller breaching such representation or warranty. In the event Buyer's Indemnifiable Losses arise from a breach of the representations and warranties contained in ARTICLE 4

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(c) Indemnification Procedure as to Third Party Claims.

(i) Promptly after Buyer obtains knowledge of the commencement of any third party claim, action, suit or proceeding or of the occurrence of any event or the existence of any state of facts which may become the basis of a third party claim (any such claim, action, suit or proceeding or event or state of facts being hereinafter referred to in this Section 6.4 as a “Claim”), in respect of which Buyer is entitled to indemnification under this Agreement, Buyer shall notify the Seller Representative of such Claim in writing; provided, however, that any failure to give notice (A) will not waive any rights of the Buyer and (B) will not relieve the Sellers of their obligations as hereinafter provided in this Section 6.4 after such notice is given unless the Sellers are materially adversely affected thereby. With respect to any Claim as to which such notice is given, the Sellers will assume the defense or otherwise settle such Claim with counsel reasonably satisfactory to Buyer and experienced in the conduct of Claims of that nature at the Sellers’ sole risk and expense; provided, however, that Buyer (1) shall be permitted to join the defense and settlement of such Claim and to employ counsel reasonably satisfactory to it at its expense, and (2) shall cooperate fully with the Sellers in the defense and any settlement of such Claim in any manner reasonably requested by the Sellers. The Sellers shall not make any settlement of any claims without the written consent of Buyer, which shall not be unreasonably withheld or delayed. Without limiting the generality of the foregoing, it shall not be deemed unreasonable to withhold consent to a settlement involving injunctive or other equitable relief against Buyer or its Affiliates or their assets, employees or business.

(ii) If the Sellers fail to assume the defense of such Claim or, having assumed the defense and settlement of such Claim, fails reasonably to contest such Claim in good faith, or the remedy sought by the claimant with respect to such Claim is not solely for money damages, Buyer, without waiving its right to indemnification, may, but is not required to, assume the defense and settlement of such Claim at Sellers’ expense; provided, however, that (A) the Sellers shall cooperate with Buyer in the defense and settlement of such Claim in any manner reasonably requested by Buyer, and (B) Buyer shall not settle such Claim without the written consent of the Sellers, which consent shall not be unreasonably withheld or delayed.

(d) Prompt Payment. With regard to claims for which indemnification is payable hereunder, such indemnification shall be paid promptly by the Sellers or Buyer upon demand by Buyer or the Sellers, as the case may be.

**6.5 Confidentiality.** The Sellers acknowledge that the Intellectual Property and all other confidential or proprietary information with respect to the business and operations of the Company are valuable, special and unique. The Sellers shall not, at any time after the Closing Date, disclose, directly or indirectly, to any Person, or use or purport to authorize any Person to use any Intellectual Property, confidential or proprietary information with respect to the Company or Buyer, whether or not for the Seller’s own benefit, without the prior written consent of Buyer, including without limitation, information as to the financial condition, results of operations, customers, suppliers, products, products under development, inventions, sources, leads or methods of obtaining new products or business, Intellectual Property, pricing methods or formulas, cost of supplies, marketing strategies or any other information relating to the Company or Buyer wh .

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**6.6 Continuing Obligations.** The restrictions set forth in Section 6.5 are considered by the parties to be reasonable for the purposes of protecting the value of the business and goodwill of the Company and Buyer. Buyer and the Sellers acknowledge that Buyer would be irreparably harmed and that monetary damages would not provide an adequate remedy to Buyer in the event the covenants contained in Section 6.5 were not complied with in accordance with their terms. Accordingly, the Sellers agree that any breach or threatened breach by any of them of any provision of Section 6.5 shall entitle Buyer to injunctive and other equitable relief to secure the enforcement of these provisions, without posting a bond, in addition to any other remedies which may be available to Buyer, and that Buyer shall be entitled to receive from the Sellers reimbursement for all reasonable attorneys' fees and expenses incurred by Buyer in enforcing these provisions

## ARTICLE 7

### Closing

**7.1 Closing.** The transfers and deliveries to be made pursuant to this Agreement shall take place on the Closing Date at the offices of the Buyer at 4400 Biscayne Boulevard, Miami, Florida 33137 (the "Closing"). All proceedings to be taken and all documents to be executed at the Closing shall be deemed to have been taken, delivered and executed simultaneously, and no proceeding shall be deemed taken nor documents deemed executed or delivered until all have been taken, delivered and executed.

(a) At Closing, the Company shall deliver to Buyer (i) all of the certificates representing the Securities indicated next to each Shareholder's name on Schedule 2.3(b)(i), (ii) written agreements from each of the Optionholders evidencing the consent of each such Optionholder to accept the Merger Consideration payable hereunder in exchange for the termination and cancellation of the Securities indicated next to such Optionholder's name on Schedule 2.3(b)(ii), (iii) the effective written resignations of such of the directors and officers of the Company as may be requested by Buyer, and (iv) such other documents and instruments as Buyer may reasonably request.

(b) At Closing, Buyer (i) shall deliver the Closing Date Payment portion of the Merger Consideration in accordance with Section 2.3(b), and (ii) the amounts required for satisfaction of the Notes and the Effective Time Payables, as provided in Sections 2.3(c) and 2.3(d).

(c) At Closing, the Company shall deliver to Buyer the canceled Notes and all consents and approvals of governmental authorities and other Persons required to consummate the transactions contemplated by this Agreement (including without limitation the consent and approval of its Board of Directors and Shareholders), each of which shall have been obtained without the imposition of any adverse terms or condition which would adversely affect Buyer or its ability to operate the Company after the Closing.

## ARTICLE 8

### Sellers' Representative

#### **8.1 Sellers' Representative.**

(a) Each Seller, by virtue of his, her or its execution of this Agreement, shall be deemed to have consented and agreed to the appointment, effective as of the Closing Date, of KUR, LLC as the Sellers' Representative for purposes of this Agreement, as attorneys-in-fact for such Seller, with full power of substitution and authority to:

(i) approve the allocation of funds and payment instructions, and the other terms and conditions set forth in the Paying Agent Agreement;

(ii) execute any amendment or waiver of this Agreement and any other document or instrument necessary or advisable in order to carry out the provisions of this Agreement;

(iii) to give and receive notices and communications;

(iv) to dispute any claim for indemnification hereunder;

(v) to agree to, negotiate, enter into settlements and compromises of, any dispute or claims of Buyer's Indemnifiable Losses, and to take all actions necessary or appropriate in the judgment of the Sellers' Representative for the accomplishment of the foregoing; provided, however, that the Sellers' Representative shall not have the power or authority to execute an amendment, waiver, document or other instrument that, notwithstanding any other provision to the contrary, increases in any respect the obligations or liabilities of any Seller without the prior written consent of such Seller. KUR, LLC hereby consents and agrees to such appointment pursuant to this Section 8.1. Buyer may rely conclusively on any actions taken by Joseph Collard or his designee appointed in writing on behalf of the Sellers' Representative, as an authorized action of the Sellers' Representative.

(b) In all matters relating to this ARTICLE 8, the Sellers' Representative shall be the only party entitled to assert the rights of Seller Indemnified Persons. The Sellers shall be bound by all actions taken by the Sellers' Representative in its capacity as such. Buyer is authorized to rely conclusively on any such action of the Sellers' Representative as being the duly authorized action of the Sellers and no party shall have any cause of action against Buyer for any action taken by Buyer in reliance upon the instructions, decisions or actions of the Sellers' Representative. The Buyer shall be entitled to rely on all statements, representations, decisions and actions of the Sellers' Representative.

(c) The Sellers' Representative shall promptly p t t ntaŵetawetaled to a sre of any action take pon thter behalf by the Sellere.

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**9.5 Entire Agreement.** This Agreement, its schedules and exhibits, contain every obligation and understanding between the parties relating to the subject matter hereof, merges all prior discussions, negotiations and agreements, if any, between them relating to the subject matter hereof, and none of the parties shall be bound by any representations, warranties, covenants, or other understandings, other than as expressly provided or referred to herein or therein. The parties acknowledge that the execution and delivery of this Agreement shall not in any manner affect the TSRI License and the OPKO Use Agreement, which shall continue in effect in accordance with their respective terms.

**9.6 Assignment.** This Agreement may not be assigned by any party without the written consent of the other party; provided that Buyer may assign this Agreement to an Affiliate, whether such Affiliate currently exists or is formed in the future. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, legal representatives, and permitted assigns.

**9.7 Waiver and Amendment.** Any representation, warranty, covenant, term or condition of this Agreement which may legally be waived, may be waived, or the time of performance thereof extended, at any time by the party hereto entitled to the benefit thereof, and any term, condition or covenant hereof may be amended by the parties hereto at any time. Any such waiver, extension or amendment shall be evidenced by an instrument in writing executed on behalf of the appropriate party by a person who, to the extent applicable, has been authorized by its Board of Directors to execute waivers, extensions or amendments on its behalf. No waiver by any party hereto, whether express or implied, of its rights under any provision of this Agreement shall constitute a waiver of such party's rights under such provisions at any other time or a waiver of such party's rights under any other provision of this Agreement. No failure by any party hereto to take any action against any breach of this Agreement or default by another party shall constitute a waiver of the former party's right to enforce any provision of this Agreement or to take action against such breach or default or any subsequent breach or default by such other party.

**9.8 No Third Party Beneficiary.** Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any Person other than the parties hereto and their respective heirs, personal representatives, legal representatives, successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

**9.9 Severability.** In the event that any one or more of the provisions contained in this Agreement shall be declared invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect, and such invalid, void or unenforceable provision shall be interpreted as closely as possible to the manner in which it was written.

**9.10 Expenses.** Each party agrees to pay, without right of reimbursement from the other party, the costs incurred by it incident to the performance of its obligations under this Agreement and the consummation of the transactions contemplated hereby, including, without limitation, costs incident to the preparation of this Agreement, and the fees and disbursements of counsel, accountants and consultants employed by such party in connection herewith.

**9.11 Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of any provisions of this Agreement.

**9.12 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**9.13 Litigation; Prevailing Party.** In the event of any litigation with regard to this

Agreement, the prevailing party shall be entitled to receive from the non-prevailing party and the non-prevailing party shall pay upon demand all reasonable fees and expenses of counsel for the prevailing party.

**9.15 Injunctive Relief.** It is possible that remedies at law may be inadequate and, therefore, the parties hereto shall be entitled to equitable relief including, without limitation, injunctive relief, specific performance or other equitable remedies in addition to all other remedies provided hereunder or available to the parties hereto at law or in equity.

**9.16 Governing Law.** This Agreement has been entered into and shall be construed and enforced in accordance with the laws of the State of Florida without reference to the choice of law principles thereof.

**9.17 Jurisdiction and Venue.** This Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of Broward County, Florida. The parties to this Agreement irrevocably, unconditionally, and expressly agree to submit to the jurisdiction of the courts of the State of Florida for the purpose of resolving any dispute among the parties relating to this Agreement or the transactions contemplated hereby. The parties waive, to the fullest extent permitted by law, any objection to jurisdiction they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, or any judgment entered by any court in respect hereof brought in the State of Florida, and further irrevocably waive any claim that any suit, action or proceeding brought in Broward County, Florida has been brought in an inconvenient forum.

[Remainder of Page Intentionally Left Blank]



IN WITNESS WHEREOF, the parties hereto have each executed and delivered this Agreement as of the day and year first above written.

**BUYER:**

**OPKO Pharmaceuticals, LLC**

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

Name:

Title:

4400 Biscayne Boulevard

Miami, Florida 33137

USA

Attn:

Facsimile:

**MERGER SUB:**

**OPKO CURNA LLC**

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

Name:

Title:

4400 Biscayne Boulevard

Miami, Florida 33137

USA

Attn:

Facsimile:

**SHAREHOLDERS:**

**JOSEPH W. COLLARD**

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**OPTIONHOLDERS**

**FRANK YOUNG**

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**OLGA KHORKOVA SHERMAN**

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**BELINDA DE LEON**

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**CARLOS COITO**

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**PAYING AGENT**

**ANGELL CORPORATE SERVICES, INC.**

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

Jonathan E. Cole, President  
c/o Edwards Angell Palmer & Dodge LLP  
525 Okeechobee Blvd., Suite 1600  
West Palm Beach, FL 33401

**SELLERS' REPRESENTATIVE**

**KUR, LLC**

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

Name: Joseph W. Collard  
Title: **Manager and President**  
Address: 1004 Brooks Lane  
Delray Beach, FL 33483

**\* The Disclosure Schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company hereby undertakes to furnish supplementally copies of any of the omitted schedules or exhibits upon request by the Securities and Exchange Commission.**



**CERTIFICATIONS**

I, Rao Uppaluri, 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;

Date: July 5, 2011

/s/ Rao Uppaluri  
Rao Uppaluri