UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

Current Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **February 6, 2013 (February 6, 2013)**

SUNSHINE HEART, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware	**000-35312**	**68-0533453**
(State or other jurisdiction of incorporation)	(Commission File No.)	(IRS Employer Identification No.)

12988 Valley View Road
Eden Prairie, Minnesota
(Address of Principal Executive Offices) (Zip Code)

(952) 345-4200
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

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

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) Compensatory Arrangements of Certain Officers

New Executive Employment Agreement with David A. Rosa

On February 6, 2013, Sunshine Heart, Inc., a Delaware corporation (the ***"Company"***) entered into an Executive Employment Agreement with the Company's Chief Executive Officer and President, Mr. David A. Rosa (the ***"Executive Employment Agreement"***). The terms and conditions of the Executive Employment Agreement amend and restate the terms and conditions of Mr. Rosa's prior employment agreement with the Company in their entirety.

Title and Term

Pursuant to the Executive Employment Agreement, the Company agreed to employ Mr. Rosa as Chief Executive Officer and President of the Company.

The Executive Employment Agreement has an initial term (the ***"Initial Term"***) of twelve (12) months beginning on February 6, 2013, and automatically renews for an additional twelve (12) month period at the end of the Initial Term and each anniversary thereafter provided that at least ninety (90) days prior to the expiration of the Initial Term or any renewal term the Board does not notify Mr. Rosa of its intention not to renew the employment period.

Compensation

The Executive Employment Agreement entitle Mr. Rosa to, among other benefits, the following compensation:

- An annual base salary of at least $332,072.00 which shall be reviewed at least annually;

- Ratification of a November 8, 2012 stock option for 347,000 shares of the Company's common stock with an exercise price of $6.46 per share which the Company agreed to issue upon the earlier of (i) the date on which the listing rules of the Australian Stock Exchange no longer apply to the grant or (ii) stockholder approval of the issuance of such stock option at the next meeting of the Company's stockholders in accordance with the listing rules of the Australian Securities Exchange;

- An opportunity for Mr. Rosa to receive an annual performance bonus in an amount up to thirty percent (30%) of Mr. Rosa's annual base salary for such fiscal year based upon achievement of certain performance goals to be established by the Board;

- Participation in welfare benefit plans, practices, policies and programs provided by the Company and its affiliated companies (including, without limitation, medical, prescription, dental, disability, employee life, group life, accidental death and travel accident insurance plans and programs) to the extent available generally or to other senior executive officers of the Company;

- Prompt reimbursement for all reasonable expenses incurred by Mr. Rosa in accordance with the plans, practices, policies and programs of the Company; and

- Four (4) weeks paid time off (PTO), to accrue and to be used in accordance with the Company's policies and practices in effect from time to time, as well as all recognized Company holidays.

Termination Rights

The Company is permitted to terminate Mr. Rosa's employment for the following reasons: (1) Death or disability (as defined in the Executive Employment Agreement) or (2) cause (as defined in the Executive

Employment Agreement).

Mr. Rosa is permitted to terminate his employment under the Executive Employment Agreement for good reason (as defined in the Executive Employment Agreement) or upon Mr. Rosa's written notice to the Company's Board of Directors forty-five (45) days prior to the effective date of such termination.

In the event of Mr. Rosa's death during the employment period or a termination due to Mr. Rosa's disability, Mr. Rosa or his beneficiaries or legal representatives shall be provided the sum of (a) any annual base salary earned, but unpaid, for services rendered to the Company on or prior to the date on which the employment period and (b) if Mr. Rosa's employment terminates due to Mr. Rosa's death or in a termination due to disability or a termination for good reason or due to the Company's exercise of its termination right, in any case, after the end of a fiscal year, but before the annual bonus payable for services rendered in that fiscal year has been paid, the annual bonus that would have been payable to Mr. Rosa for such completed fiscal year and (c) certain other benefits provided for in the Executive Employment Agreement (the ***"Unconditional Entitlements"***).

In the event of Mr. Rosa's termination for cause by the Company or the termination of Mr. Rosa's employment as a result of Mr. Rosa's resignation without good reason, Mr. Rosa shall be provided the Unconditional Entitlements.

In the event of a termination by Mr. Rosa for good reason or the exercise by the Company of its termination rights to terminate Mr. Rosa other than for cause, death or disability, Mr. Rosa shall be provided the Unconditional Entitlements and, subject to Mr. Rosa signing and delivering to the Company and not revoking a general release of claims in favor of the Company and certain related parties, the Company shall provide Mr. Rosa a severance amount equal to (i) one times Mr. Rosa's annual base salary as of the termination date, (ii) continued medical coverage for twelve (12) months follow such termination, (iii) continued vesting of equity awards for twelve (12) months following such termination and (iv) a pro-rated annual bonus for the year in which Mr. Rosa is terminated.

Recoupment and Release Requirement

The Executive Employment Agreement provides several additional terms that are beneficial to the Company when compared to the previous employment agreement with Mr. Rosa including:

- a provision providing for the recoupment of unearned incentive compensation if the Board, or an appropriate committee thereof, determines that any fraud, negligence, or intentional misconduct by Mr. Rosa is a significant contributing factor to the Company having to restate all or a portion of its financial statements, the Board or committee may require reimbursement of any bonus or incentive compensation paid to Mr. Rosa; and

- a requirement that Mr. Rosa sign a release and waiver of claims of the Company prior to the payment of any severance payment by the Company.

The foregoing description of the Executive Employment Agreement is not complete and is qualified in its entirety by reference to the Employment Agreement which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Item 8.01 Other Events.

On February 5, 2013, the ASX granted the Company conditional approval to de-list from the official list of the ASX during the first half of the 2013 calendar year. Attached as Exhibit 99.1 is a copy of the notice posted on ASX announcing that the ASX granted the Company conditional approval to de-list from the official list of the ASX during the first half of the 2013 calendar year. Attached as Exhibit 99.2 is a copy of the letter to be sent to holders of the Company's CHESS Depositary Interests (***"CDIs"***) relating to the de-listing of the Company's CDIs from the ASX.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Executive Employment Agreement between Sunshine Heart, Inc. and David A. Rosa, dated February 6, 2013.
99.1	ASX Announcement (ASX Grants Conditional Approval to De-List), dated February 5, 2013.
99.2	Sunshine Heart, Inc. Letter to CDI Holders Regarding De-Listing from the ASX.

SIGNATURES

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

Dated: February 6, 2013

SUNSHINE HEART, INC.

By: /S/ JEFFREY MATHIESEN
Name: Jeffrey Mathiesen
Title: Chief Financial Officer

EXHIBIT INDEX

Exhibit No.	Description
10.1	Executive Employment Agreement between Sunshine Heart, Inc. and David A. Rosa, dated February 6, 2013.
99.1	ASX Announcement (ASX Grants Conditional Approval to De-List), dated February 5, 2013.
99.2	Sunshine Heart, Inc. Letter to CDI Holders Regarding De-Listing from the ASX.

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (this ***"Agreement"***) is made effective as of the 6th day of February, 2013 (the ***"Commencement Date"***), by and between **SUNSHINE HEART, INC.**, a Delaware corporation (the ***"Company"***) and **DAVID A. ROSA** (the ***"Executive"***).

BACKGROUND

The Board of Directors of the Company (the ***"Board"***) has determined that it is in the best interests of the Company and its shareholders to employ the Executive. The Company and the Executive established an employment relationship pursuant to an Employment Agreement dated November 1, 2009, as amended (the ***"Prior Employment Agreement"***). The Company and the Executive desire to enter into this Agreement to amend and restate the terms and conditions of such employment relationship and the Prior Employment Agreement in their entirety. This Agreement shall represent the entire understanding and agreement between the parties with respect to the Executive's employment with the Company.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein, the parties agree as follows:

TERMS AND CONDITIONS

1. EMPLOYMENT PERIOD. The Company hereby agrees to continue the Executive in its employ, and the Executive hereby agrees to remain in the employ of the Company subject to the terms and conditions of this Agreement, for the Employment Period. The ***"Employment Period"*** shall mean the period commencing on the Commencement Date and ending on the twelve (12) month anniversary of the Commencement Date, unless previously terminated in accordance with Section 3; provided, however, that commencing on the date one year after the Commencement Date, and on each annual anniversary of such date (such date and each annual anniversary thereof shall be hereinafter referred to as the ***"Renewal Date"***), unless previously terminated in accordance with Section 3, the Employment Period shall be automatically extended so as to terminate twelve (12) months from such Renewal Date, unless at least ninety (90) days prior to the Renewal Date the Company shall give notice to the Executive that the Employment Period shall not be so extended.

2. TERMS OF EMPLOYMENT.

(a) Position and Duties.

(i) During the Employment Period, the Executive shall serve as the CEO and President of the Company, and in such other position or positions with the Company and its subsidiaries as are consistent with the Executive's positions as CEO and President of the Company, and shall have such duties and responsibilities as are assigned to the Executive by the Board. The Executive shall also continue to serve as a member of the Board for so long as he continues to serve as CEO. At such time as the Executive's service as CEO terminates, he agrees to immediately resign as a member of the Board. The Company may require that the Executive travel interstate or overseas; provided, however, that the Executive shall not be required to travel to Australia more than 4 times per calendar year (excluding any travel voluntarily undertaken by the Executive).

(ii) During the Employment Period, and excluding any periods of vacation and sick leave to which the Executive is entitled, the Executive agrees to devote reasonable attention and time during normal business hours to the business and affairs of the Company, to discharge the responsibilities assigned to the Executive hereunder, and to use the Executive's reasonable best efforts to perform faithfully and efficiently such responsibilities. During the Employment Period it shall not be a violation of this Agreement for the Executive to (A) be employed by the Company or any of its

subsidiaries or affiliates, (B) serve on corporate, civic or charitable boards or committees, (C) deliver lectures, fulfill speaking engagements or teach at educational institutions, (D) continue to serve as a non-executive outside director on the boards of directors (or board of managers, as the case may be) of Qx Medical, LLC and Milksmart, Inc. any future non-executive outside director positions must be pre-approved by Sunshine Heart's Board of Directors, and (E) manage personal investments, in each case so long as such activities do not significantly interfere with the performance of the Executive's responsibilities as an employee of the Company in accordance with this Agreement.

(b) Compensation.

(i) ***Base Salary.*** During the Employment Period, the Executive shall receive an annual base salary (the ***"Annual Base Salary"***) at least equal to Three Hundred Thirty-two Thousand Seventy-two Dollars ($332,072.00), which shall be paid in accordance with the Company's normal payroll practices for senior executive officers of the Company as in effect from time to time. During the Employment Period, the Annual Base Salary shall be reviewed at least annually. Any increase in the Annual Base Salary shall not serve to limit or reduce any other obligation to the Executive under this Agreement. The Annual Base Salary shall not be reduced after any such increase (unless otherwise agreed to by the Executive) and the term "Annual Base Salary" as utilized in this Agreement shall refer to the Annual Base Salary as so increased or adjusted.

(ii) Equity Awards.

(A) Subject to Section 2(b)(ii)(B), as soon as practicable following the Commencement Date, the Company will issue the Executive an option agreement for shares of the Company's common stock (***"Stock Option"***), pursuant to the terms of the Company's 2011 Amended and Restated Equity Incentive Plan, as amended from time to time (the ***"Plan"***), which Stock Option represents the 347,000 share option approved by the Board of Directors at the November 8, 2012 Board of Directors' meeting. The Stock Option will be governed by the Plan and shall be granted pursuant to a separate Stock Option Agreement.

(B) The Company agrees to cause the issue of the Stock Option to be submitted for approval by the Company's stockholders at the Company's next meeting of its stockholders and expressly agrees to recommend that the Company's stockholders approve the issue of the

Stock Option at the next meeting of the Company's stockholders in accordance with the listing rules of the Australian Securities Exchange; provided, that if the Company is no longer subject to the listing rules of the Australian Stock Exchange the Stock Option will be promptly issued by the Company.

(C) The Board agrees to consider issuing the Executive additional equity in the Company upon completion of future rounds of equity financing.

(iii) ***Annual Bonus.*** In addition to the Annual Base Salary, for each fiscal year ending during the Employment Period, the Executive shall be eligible for an annual performance bonus (the ***"Annual Bonus"***). The Executive's annual cash bonus shall be up to thirty percent (30%) of the Executive's Annual Base Salary for such fiscal year, and will be based upon achievement of certain performance goals (the ***"Performance Goals"***) to be established by the Board. Achievement by the Executive of the Performance Goals for each fiscal year during the Employment Period will be determined in good faith by the Board in its sole discretion within thirty (30) days after the end of the fiscal year. Each such Annual Bonus awarded to the Executive shall be paid sometime during the first two months of the fiscal year next following the fiscal year for which the Annual Bonus is awarded, unless the Executive shall elect, in compliance with Treasury Regulation 1.409A-2(a), to defer the receipt of such Annual Bonus.

(iv) ***Welfare Benefit Plans.*** During the Employment Period, the Executive and/or the Executive's family, as the case may be, shall be eligible for participation in and shall receive all benefits under welfare benefit plans, practices, policies and programs provided by the Company and its affiliated companies (including, without limitation, medical, prescription, dental, disability, employee life,

group life, accidental death and travel accident insurance plans and programs) to the extent available generally or to other senior executive officers of the Company.

(v) ***Expenses.*** During the Employment Period, the Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Executive in accordance with the plans, practices, policies and programs of the Company.

(vi) ***PTO & Holidays.*** The Executive will be entitled to four (4) weeks paid time off (PTO), to accrue and to be used in accordance with the Company's policies and practices in effect from time to time, as well as all recognized Company holidays.

(c) Recoupment of Unearned Incentive Compensation. If the Board, or an appropriate committee thereof, determines that any fraud, negligence, or intentional misconduct by the Executive is a significant contributing factor to the Company having to restate all or a portion of its financial statements, the Board or committee may require reimbursement of any bonus or incentive compensation paid to the Executive if and to the extent that (a) the amount of incentive compensation was calculated based upon the achievement of certain financial results that were subsequently reduced due to a restatement, (b) the Executive engaged in any fraud or misconduct that caused or significantly contributed to the need for the restatement, and (c) the amount of the bonus or incentive compensation that would have been awarded to the Executive had the financial results been properly reported would have been lower than the amount actually awarded.

3. TERMINATION OF EMPLOYMENT.

(a) Early Termination of the Employment Period. Notwithstanding Section 1, the Employment Period shall end upon the earliest to occur of (i) the Executive's death, (ii) a Termination due to Disability, (iii) a Termination for Cause, (iv) the Termination Date specified in connection with any exercise by the Company of its Termination Right or (v) a Termination for Good Reason. If the Employment Period terminates as of a date specified under this Section 3, the Executive agrees that, upon written request from the Company, the Executive shall resign from any and all positions the Executive holds with the Company and any of its subsidiaries and affiliates, effective immediately following receipt of such request from the Company (or at such later date as the Company may specify). This Agreement may be terminated by the Executive at any time upon forty-five (45) days prior written notice to the Company or upon such shorter period as may be agreed upon between the Executive and the Board.

(b) Benefits Payable Under Termination.

(i) In the event of the Executive's death during the Employment Period or a Termination due to Disability, the Executive or the Executive's beneficiaries or legal representatives shall be provided the Unconditional Entitlements, including, but not limited to, any such Unconditional Entitlements that are or become payable under any Company plan, policy, practice or program or any contract or agreement with the Company by reason of the Executive's death or Termination due to Disability.

(ii) In the event of the Executive's Termination for Cause or the termination of the Executive's employment as a result of the Executive's resignation without Good Reason pursuant to Section 3(a), the Executive shall be provided the Unconditional Entitlements.

(iii) In the event of a Termination for Good Reason or the exercise by the Company of its Termination Rights, the Executive shall be provided the Unconditional Entitlements and, subject to Executive signing and delivering to the Company and not revoking a general release of claims in favor of the Company and certain related parties in substantially the form of EXHIBIT A attached hetero (the ***"Release"***), the Company shall provide the Executive the Conditional Benefits. Any and all amounts payable and benefits or additional rights provided to the Executive upon a termination of his employment pursuant to Section 3(b) (other than the Unconditional Entitlements) shall only be payable or provided if

the Executive signs and delivers the Release within the consideration period identified in the Release and the Executive does not revoke the Release within the revocation period identified in the Release. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement, nor shall the amount of any payment hereunder be reduced by any compensation earned by the Executive as a result of employment by a subsequent employer.

(c) Unconditional Entitlements. For purposes of this Agreement, the ***"Unconditional Entitlements"*** to which the Executive may become entitled under Section 3(b) are as follows:

(i) ***Earned Amounts.*** The Earned Compensation shall be paid within thirty (30) days following the termination of the Executive's employment hereunder, or if any part thereof constitutes the Annual Bonus payable for services rendered for the previous fiscal, such part shall be paid at the same time the Executive would have otherwise been paid such Annual Bonus in accordance with Section 3(b) but for such termination of employment.

(ii) ***Benefits.*** All benefits payable to the Executive under any employee benefit plans (including, without limitation any pension plans or 401(k) plans) of the Company or any of its affiliates applicable to the Executive at the time of termination of the Executive's employment with the Company and all amounts and benefits (other than the Conditional Benefits) which are vested or which the Executive is otherwise entitled to receive under the terms of or in accordance with any plan, policy, practice or program of, or any contract or agreement with, the Company, at or subsequent to the date of the Executive's termination without regard to the performance by the Executive of further services or the resolution of a contingency, shall be paid or provided in accordance with and subject to the terms and provisions of such plans, it being understood that all such benefits shall be determined on the basis of the actual date of termination of the Executive's employment with the Company.

(iii) ***Indemnities.*** Any right which the Executive may have to claim a defense and/or indemnity for liabilities to or claims asserted by third parties in connection with the Executive's activities as an officer, director or employee of the Company shall be unaffected by the Executive's termination of employment and shall remain in effect in accordance with its terms.

(iv) ***Business Expenses.*** The Executive shall be entitled to reimbursement, in accordance with the Company's policies regarding expense reimbursement as in effect from time to time, for all business expenses incurred by the Executive prior to the termination of the Executive's employment.

(v) ***Stock Options/Equity Awards.*** Except to the extent additional rights are provided upon the Executive's qualifying to receive the Conditional Benefits, the Executive's rights with respect to any stock options and/or other equity awards granted to the Executive by the Company shall be governed by the terms and provisions of the Original Award Documents.

(d) **Conditional Benefits.** For purposes of this Agreement, the ***"Conditional Benefits"*** to which the Executive may become entitled are as follows:

(i) ***Severance Amount.*** The Company shall pay the Executive a lump sum amount equal to the Severance Amount. The Severance Amount shall be paid on the Company's first regular payroll date that is more than 60 days after the Termination Date (or upon the Executive's death, if earlier).

(ii) ***Medical Coverage.*** If the Executive is eligible for and properly elects to continue the Executive's and the Executive's dependents' group health, medical, dental, or vision coverage, as in place immediately prior to the Termination Date, the Company shall pay for (x) the portion of the premium costs for such coverage that the Company would pay if the Executive remained

employed by the Company and (y) if permitted by law, the Company's contributions to a Health Savings Account for Executive, each at the same level of coverage/contribution that was in effect as of the Termination Date, for a period of twelve (12) months following such termination, provided that such benefits continuation will cease if and to the extent the Executive becomes eligible for similar benefits by reason of new employment or the Executive otherwise is no longer eligible for continuation coverage pursuant to applicable laws or plans. In the event Executive becomes eligible for health benefits by reason of new employment, the Company's contributions to the Health Savings Account shall also cease.

(iii) ***Stock Options/Equity Awards.*** Notwithstanding any of the provisions of the Original Award Documents, all of the Executive's stock options and/or other equity compensation awards shall vest in accordance with the applicable Original Award Documents, on the same basis as if Executive remained an employee of the Company for a period of one year immediately after the Termination Date. Once vested, all stock options and/or other equity compensation awards shall remain exercisable until the termination date of such Original Award Documents. Except as otherwise expressly provided herein, all stock options and/or other equity awards shall continue to be subject to the Original Award Documents. Executive hereby consents to the fact that all incentive stock options will be deemed nonstatutory stock options and therefore, Executive will not be entitled to the benefits of incentive stock options.

(iv) ***Pro-Rated Current Year Bonus.*** The Company shall pay Executive a pro rata annual bonus for the year in which the Termination Date occurs, determined on the basis of an assumed full-year target bonus and the number of days in the applicable fiscal year occurring on or before the Termination Date. Such pro-rata current year bonus shall be paid no later than the later of (i) two and a half months after the end of the Executive's tax year in which the Termination Date occurs and (ii) two and a half months after the end of the Company's tax year in which the Termination Date occurs.

(v) ***Additional Distribution Rules.*** Notwithstanding any other payment date or schedule provided in this Agreement to the contrary, if the Executive is deemed on the Termination Date to be a "specified employee" within the meaning of that term under Section 409A of the Code and the regulations thereunder (***"Section 409A"***), then each of the following shall apply:

(A) With regard to any payment that is considered "nonqualified deferred compensation" under Section 409A payable on account of and within six months after a "separation from service" (within the meaning of Section 409A and as provided in Section 3(g) of this Agreement), such payment shall instead be made on the date which is the earlier of (A) the expiration of the six (6)-month period measured from the date of the Executive's "separation from service," and (B) the date of the Executive's death (the ***"Delay Period"***) to the extent required under Section 409A. Upon the expiration of the Delay Period, all payments delayed pursuant to this Section 3(d) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid to the Executive in a lump sum, and all remaining payments due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein; and

(B) To the extent that benefits to be provided during the Delay Period are considered "nonqualified deferred compensation" under Section 409A provided on account of a "separation from service," the Executive shall pay the cost of such benefits during the Delay Period, and the Company shall reimburse the Executive, to the extent that such costs would otherwise have been paid or reimbursed by the Company or to the extent that such benefits would otherwise have been provided by the Company at no cost to the Executive, for the Company's share of the cost of such

benefits upon expiration of the Delay Period, and any remaining benefits shall be paid, reimbursed or provided by the Company in accordance with the procedures specified herein.

The foregoing provisions of this Section 3(d) shall not apply to any payments or benefits that are excluded from the definition of "nonqualified deferred compensation" under Section 409A, including, without limitation, payments excluded from the definition of "nonqualified deferred compensation" on

account of being separation pay due to an involuntary separation from service under Treasury Regulation 1.409A-1(b)(9)(iii).

(e) Definitions. For purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

(i) ***"Affiliate"*** means any corporation, partnership, limited liability company, trust or other entity which directly, or indirectly through one or more intermediaries, controls, is under common control with, or is controlled by, the Company, or any other entity determined to be an affiliate by regulatory agencies.

(ii) ***"Code"*** means the Internal Revenue Code of 1986, as amended.

(iii) ***"Earned Compensation"*** means the sum of (a) any Annual Base Salary earned, but unpaid, for services rendered to the Company on or prior to the date on which the Employment Period ends pursuant to Section 3(a) (but excluding any Annual Base Salary and interest accrued thereon payment of which has been deferred) and (b) if the Executive's employment terminates due to the Executive's death or in a Termination due to Disability or a Termination for Good Reason or due to the Company's exercise of its Termination Right, in any case, after the end of a fiscal year, but before the Annual Bonus payable for services rendered in that fiscal year has been paid, the Annual Bonus that would have been payable to the Executive for such completed fiscal year in accordance with Section 3(b).

(iv) ***"Original Award Documents"*** means, with respect to any stock option or other equity award, the terms and provisions of the award agreement related to and the plan governing, such stock option or other equity award, each as in effect on the Executive's termination date.

(v) ***"Severance Amount"*** means an amount equal to one times the Executive's Annual Base Salary as of the Termination Date.

(vi) ***"Termination for Cause"*** means a termination of the Executive's employment by the Company due to (A) an act or acts of dishonesty undertaken by the Executive and intended to result in substantial gain or personal enrichment the Executive at the expense of the Company, (B) unlawful conduct or gross misconduct that is willful and deliberate on the Executive's part and that, in either event, is materially injurious to the Company, (C) the conviction of the Executive of, or his entry of a no contest or *nolo contendre* plea to, a felony, (D) willful and deliberate breach by the Executive of his fiduciary obligations as an officer or director of the Company, (E) a persistent failure by the Executive to perform the duties and responsibilities of his employment hereunder, which failure is willful and deliberate on the Executive's part and is not remedied by him within 30 days after the Executive's receipt of written notice from the Company of such failure; or (F) material breach of any terms and conditions of this Agreement by Executive, which breach has not been cured by the Executive within ten days after written notice thereof to Executive from the Company. For the purposes of this Section 3(e)(viii), no act or failure to act on the Executive's part shall be considered "dishonest," "willful" or "deliberate" unless done or omitted to be done by the Executive in bad faith and without reasonable belief that the Executive's action or omission was in the best interests of the Company. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board shall be conclusively presumed to be done, or omitted to be done, by the Executive in good faith and in the best interests of the Company.

(vii) ***"Termination Date"*** means the earlier to occur of (i) the date the Company specifies in writing to the Executive in connection with the exercise of its Termination Right or (ii) the date the Executive specifies in writing to the Company in connection with any notice to effect a Termination for Good Reason.

(viii) ***"Termination due to Disability"*** means a termination of the Executive's employment by the Company because the Executive has been incapable, after reasonable accommodation,

of substantially fulfilling the positions, duties, responsibilities and obligations set forth in this Agreement because of physical, mental or emotional incapacity resulting from injury, sickness or disease for a period of (i) six (6) consecutive months or (ii) an aggregate of nine (9) months (whether or not consecutive) in any twelve (12) month period. Any question as to the existence, extent or potentiality of the Executive's disability shall be determined by a qualified physician selected by the Company with the consent of the Executive, which consent shall not be unreasonably withheld. The Executive or the Executive's legal representatives or any adult member of the Executive's immediate family shall have the right to present to such physician such information and arguments as to the Executive's disability as he, she or they deem appropriate, including the opinion of the Executive's personal physician.

(ix) ***"Termination for Good Reason"*** means a termination of the Executive's employment by the Executive within thirty (30) days of the Company's failure to cure, in accordance with the procedures set forth below, any of the following events without the Executive's consent: (i) a reduction in any of the Executive's compensation rights hereunder (that is, the Annual Base Salary or target Annual Bonus opportunity specified in Section 2(b)(iii)); (ii) the removal of the Executive by the Company from the position of CEO and President; (iii) a material reduction in the Executive's duties and responsibilities as in effect immediately prior to such reduction; (iv) the relocation of the Executive's principal office to a location that is more than 50 miles outside of Eden Prairie, Minnesota; (v) a material breach of any material provision of this Agreement by the Company or (vi) if the Company (1) fails to pay its debts generally as they become due, (2) files a petition for relief under any chapter of Title 11 of the United States Code or a petition to take advantage of any insolvency under the laws of the United States of America or any state thereof, (3) makes an assignment for the benefit of its creditors, (4) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property, (5) suffers the entry of an order for relief under any chapter of Title 11 of the United Sates Code, or (6) files a petition or answer seeking reorganization under the Federal Bankruptcy Laws or any other applicable law or statute of the United States of America or any state thereof. Notwithstanding the foregoing, a termination shall not be treated as a Termination for Good Reason (A) if the Executive shall have consented in writing to the occurrence of the event giving rise to the claim of Termination for

Good Reason, or (B) unless the Executive shall have delivered a written notice to the Board within forty-five (45) days of the Executive's having actual knowledge of the occurrence of one of such events stating that the Executive intends to terminate the Executive's employment for Good Reason and specifying the factual basis for such termination, and such event, if capable of being cured, shall not have been cured within twenty-one (21) days of the receipt of such notice.

(x) ***"Termination Right"*** means the right of the Company, in its sole, absolute and unfettered discretion, to terminate the Executive's employment under this Agreement for any reason or no reason whatsoever. For the avoidance of doubt, any Termination for Cause effected by the Company shall not constitute the exercise of its Termination Right.

(f) Conflict with Plans. As permitted under the terms of the Company's applicable stock option and equity award plans, the Company and the Executive agree that the definitions of Termination for Cause or Termination for Good Reason set forth in this Section 3 shall apply in place of any similar definition or comparable concept applicable under such plans (or any similar definition in any successor plan).

(g) Section 409A. It is intended that payments and benefits under this Agreement either be excluded from or comply with the requirements of Section 409A and the guidance issued thereunder and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted consistent with such intent. In the event that any provision of this Agreement is subject to but fails to comply with Section 409A, the Company may revise the terms of the provision to correct such noncompliance to the extent permitted under any guidance, procedure or other method promulgated by the Internal Revenue Service now or in the future or otherwise available that provides for such correction as a means to avoid or mitigate any taxes, interest or penalties that would otherwise be incurred by the

Executive on account of such noncompliance. Provided, however, that in no event whatsoever shall the Company be liable for any additional tax, interest or penalty imposed upon or other detriment suffered by the Executive under Section 409A or damages for failing to comply with Section 409A. Solely for purposes of determining the time and form of payments due the Executive under this Agreement (including any payments due under Sections 3(b) or 5) or otherwise in connection with the Executive's termination of employment with the Company, the Executive shall not be deemed to have incurred a termination of employment unless and until the Executive shall incur a "separation from service" within the meaning of Section 409A. The determination of whether and when a separation from service has occurred shall be made in accordance with this subparagraph and in a manner consistent with Treasury Regulation Section 1.409A-1(h). All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A to the extent that such reimbursements or in-kind benefits are subject to Section 409A, including, where applicable, the requirements that (i) any reimbursement is for expenses incurred during the Executive's lifetime (or during a shorter period of time specified in this Agreement), (ii) the amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year, (iii) the reimbursement of an eligible expense will be made on or before the last day of the calendar year following the year in which the expense is incurred and (iv) the right to reimbursement is not subject to set off or liquidation or exchange for any other benefit. For purposes of Section 409A, the Executive's right to any installment payment under this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., "payment shall be made within thirty (30) days following the date of termination"), the actual date of payment within the specified period shall be within the sole discretion of the Company.

4. EXECUTIVE REMEDY. The Executive shall be under no obligation to seek other employment or other engagement of the Executive's services. The Executive acknowledges and agrees that the payment and rights provided under Section 3 are fair and reasonable, and are the Executive's sole and exclusive remedy, in lieu of all other remedies at law or in equity, for termination of the Executive's employment by the Company upon exercise of its Termination Right pursuant to this Agreement or upon a Termination for Good Reason.

5. CHANGE OF CONTROL. Upon and following a Change of Control of the Company, as defined in Change of Control Agreement between the Executive and the Company dated effective August 18, 2011, and any amendments thereto or any subsequent change of control agreement between the Executive and the Company (the ***"Change of Control Agreement"***), the rights and obligations of the Executive and the Company will no longer be governed by this Agreement, but will be as provided in the Change of Control Agreement (including any rights or obligations in this Agreement that are specifically incorporated by reference therein). Upon the occurrence of a Change of Control, the term of this Agreement will end, and the provisions of this Agreement will be null and void, and of no further force and effect, except that compensation and benefit obligations accrued by the Company with respect to the Executive prior to the Change of Control and during the term of this Agreement will remain valid and enforceable, and the rights of Executive to indemnification shall remain in effect.

6. CONFIDENTIALITY; NON-COMPETITION AND NON-SOLICITATION.

(a) Certain Definitions. For purposes of this Agreement, the following terms will have the following meanings:

(i) ***"Confidential Information"*** means any information, knowledge or data of any nature and in any form (including information that is electronically transmitted or stored on any form of magnetic or electronic storage media) relating to the past, current or prospective business or operations of the Company and its subsidiaries, that at the time or times concerned is not generally known to persons engaged in businesses similar to those conducted or contemplated by the Company and its

subsidiaries (other than information known by such persons through a violation of an obligation of confidentiality to the Company), whether produced by the Company and its subsidiaries or any of their consultants, agents or independent contractors or by the Executive, and whether or not marked confidential, including without limitation information relating to the Company's or its subsidiaries' products and services, business plans, business acquisitions, processes, product or service research and development ideas, methods or techniques, training methods and materials, and other operational methods or techniques, quality assurance procedures or standards, operating procedures, files, plans, specifications, proposals, drawings, charts, graphs, support data, trade secrets, supplier lists, supplier information, purchasing methods or practices, distribution and selling activities, consultants' reports, marketing and engineering or other technical studies, maintenance records, employment or personnel data, marketing data, strategies or techniques, financial reports, budgets, projections, cost analyses, price lists, formulae and analyses, employee lists, customer records, customer lists, customer source lists, proprietary computer software, and internal notes and memoranda relating to any of the foregoing.

(ii) ***"Competitive Business"*** means any business or activity which is involved in the research, development, sale, distribution and/or marketing of mechanical circulatory assist devices.

(b) Nondisclosure of Confidential Information. The Executive will hold in a fiduciary capacity for the benefit of the Company all Confidential Information obtained by the Executive during the Executive's employment (whether prior to or after the Commencement Date) and will use such Confidential Information solely within the scope of his employment with and for the exclusive benefit of the Company. For a period of five (5) years after the Termination Date, the Executive agrees (a) not to communicate, divulge or make available to any person or entity (other than the Company) any such Confidential Information, except upon the prior written authorization of the Company or as may be required by law or legal process, and (b) to deliver promptly to the Company any Confidential Information in his possession, including any duplicates thereof and any notes or other records the Executive has prepared with respect thereto. In the event that the provisions of any applicable law or the order of any court would require the Executive to disclose or otherwise make available any Confidential Information, the Executive will give the Company prompt prior written notice of such required disclosure and an opportunity to contest the requirement of such disclosure or apply for a protective order with respect to such Confidential Information by appropriate proceedings.

(c) Limited Covenant Not to Compete. During the Employment Period and for a period of twelve (12) consecutive months immediately following the termination of the Executive's employment for any reason, whether such termination is at the initiative of the Executive or the Company, the Executive agrees that, with respect to each jurisdiction, or specified portions thereof, in which the Executive regularly (a) makes contact with customers of the Company or any of its subsidiaries, (b) conducts the business of the Company or any of its subsidiaries, or (c) supervises the activities of other employees of the Company or any of its subsidiaries, and in which the Company or any of its subsidiaries engages in Competitive Business as of the Termination Date (collectively, the ***"Subject Areas"***), the Executive will restrict his activities within the Subject Areas as follows:

(i) The Executive will not, directly or indirectly, for himself or others, own, manage, operate, control, be employed in an executive, managerial or supervisory capacity by, consult with, assist or otherwise engage or participate in or allow his skill, knowledge, experience or reputation to be used in connection with, the ownership, management, operation or control of, any company or other business enterprise engaged in the Competitive Business within any of the Subject Areas; provided, however, that nothing contained herein will prohibit the Executive from making passive investments as long as the Executive does not beneficially own more than 2% of the equity interests of a business enterprise engaged in the Competitive Business within any of the Subject Areas. For purposes of this paragraph, "beneficially own" will have the same meaning ascribed to that term in Rule 13d-3 under the Exchange Act;

(ii) The Executive will not call upon any customer of the Company or its subsidiaries for the purpose of soliciting, diverting or enticing away the business of such person or entity, or otherwise disrupting any previously established relationship existing between such person or entity and the Company or its subsidiaries;

(iii) The Executive will not solicit, induce, influence or attempt to influence any supplier, lessor, lessee, licensor, partner, joint venturer, potential acquiree or any other person who has a business relationship with the Company or its subsidiaries, or who on the Termination Date is engaged in discussions or negotiations to enter into a business relationship with the Company or its subsidiaries, to discontinue or reduce or limit the extent of such relationship with the Company or its subsidiaries; and

(iv) Without the consent of the Company, the Executive will not make contact with any of the employees of the Company or its subsidiaries with whom he had contact during the course of his employment with the Company for the purpose of soliciting such employee for hire, whether as an employee or independent contractor, or otherwise disrupting such employee's relationship with the Company or its subsidiaries.

(d) Company Property. Promptly following the Executive's termination of employment, the Executive shall return to the Company all property of the Company, and all copies thereof in the Executive's possession or under the Executive's control, except that the Executive may retain the Executive's personal notes, diaries, rolodexes, mobile devices, calendars and correspondence of a personal nature.

7. SUCCESSORS.

(a) This Agreement is personal to the Executive and without the prior written consent of the Company shall not be assignable by the Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns and any party acting in the form of a receiver or trustee capacity.

(c) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, or otherwise.

8. MISCELLANEOUS.

(a) This Agreement shall be construed in accordance with, and governed by, the laws of the State of Minnesota, without regard to the conflicts of law rules of such state. Each of the parties hereto (a) consents to submit itself to the personal jurisdiction of the courts of the State of Minnesota or any federal court with subject matter jurisdiction located in the State of Minnesota (and any appeals court therefrom) in the event any dispute arises out of this Agreement or any transaction contemplated hereby, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (c) agrees that it will not bring any action relating to this Agreement or any transaction contemplated hereby in any court other than such courts. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive: to his last address provided in the Company's records

If to the Company: Sunshine Heart, Inc.
Attn: Chairman of the Board
12988 Valley View Road
Eden Prairie, Minnesota 55344
Facsimile: 952.224.0181

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) The Company hereby agrees to indemnify the Executive and hold the Employee harmless to the extent provided under Certificate of Incorporation and the By-Laws of the Company and that certain Indemnification Agreement, dated as of September 30, 2011, between the Company and the Executive (the "***Indemnification Agreement***") against and in respect of any and all actions, suits, proceedings, claims, demands, judgments, costs, expenses (including reasonable attorney's fees), losses, and damages resulting from the Executive's good faith performance of the Executive's duties and obligations with the Company. This obligation shall survive the termination of the Executive's employment with the Company.

(e) From and after the Commencement Date, the Company shall cover the Executive under directors' and officers' liability insurance both during and, while potential liability exists, after the Employment Period in the same amount and to the same extent as the Company covers its other executive officers and directors.

(f) The Company may withhold from any amounts payable under this Agreement such Federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(g) The Executive's or the Company's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right the Executive or the Company may have hereunder, including, without limitation, the right of the executive to effect a Termination for Good Reason shall not be deemed to be a waiver of such provision of right or any other provision or right of this Agreement.

(i) Other than in connection with a Change of Control (as defined in the Change of Control Agreement, and in which case this Agreement will be superseded by the Change of Control Agreement), the Company will require any successor to or assignee of (whether direct or indirect, by purchase, merger, consolidation or otherwise) all or substantially all of the assets of the Company (i) to assume unconditionally and expressly this Agreement and (ii) to agree to perform all of the obligations under this Agreement in the same manner and to the same extent as would have been required of the Company had no assignment or succession occurred, such assumption to be set forth in a writing reasonably satisfactory to the Executive. In the event of any such assignment or succession, the term "Company" as used in this Agreement will refer also to such successor or assign.

(h) This Agreement, and all agreements, documents, instruments, schedules, exhibits or certificates prepared in connection herewith together with the Change of Control Agreement and the Indemnification Agreement, represent the entire understanding and agreement between the parties with respect to the subject matter hereof, supersede all prior agreements or negotiations between such parties,

including the Prior Employment Agreement, and may be amended, supplemented or changed only by an agreement in writing which makes specific reference to this Agreement or the agreement or document delivered pursuant hereto, as the case may be, and which is signed by the party against whom enforcement of any such amendment, supplement or modification is sought.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Company and the Executive have executed this Agreement as of the date first above written.

THE EXECUTIVE:

/S/ DAVID A. ROSA
DAVID A. ROSA

THE COMPANY:
SUNSHINE HEART, INC.

By: /S/ JOHN ERB
Name: John Erb
Title: Chairman of the Board of Directors

EXHIBIT A

RELEASE AND WAIVER OF CLAIMS

TO BE SIGNED ON OR FOLLOWING THE TERMINATION DATE

In consideration of the payments and other benefits set forth in the Executive Employment Agreement of February 6, 2013 (the "***Executive Employment Agreement***"), I, **DAVID A. ROSA**, hereby furnish **SUNSHINE HEART, INC.**, a Delaware corporation (the ***"Company"***), with the following release and waiver (***"Release and Waiver"***).

In exchange for the consideration provided to me by the Executive Employment Agreement that I am not otherwise entitled to receive, I hereby generally and completely release the Company and its current and former directors, officers, employees, stockholders, partners, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, affiliates, and assigns (collectively, the ***"Released Parties"***) from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring prior to or on the date that I sign this Agreement (collectively, the ***"Released Claims"***). The Released Claims include, but are not limited to: (a) all claims arising out of or in any way related to my employment with the Company, or the termination of that employment; (b) all claims related to my compensation or benefits from the Company including salary, bonuses, commissions, vacation pay, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership interests in the Company; (c) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (d) all tort claims, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (e) all U.S. federal, state, and local statutory claims and all claims under the laws of Australia, including claims for discrimination, harassment, retaliation, misclassification, attorneys' fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990, the federal Age Discrimination in Employment Act of 1967 (as amended) (the ***"ADEA"***), the Family and Medical Leave Act, the Workers' Adjustment and Retraining Notification, the Employee Retirement Income Security Act of 1974, and the Minnesota Human Rights Act. Notwithstanding the foregoing, the following are not included in the Released Claims (the ***"Excluded Claims"***): (a) any rights or claims for indemnification I may have pursuant to any written indemnification agreement with the Company to which I am a party, the charter, bylaws, or operating agreements of the Company, or under applicable law; (b) any rights or claims to unemployment compensation, funds accrued in my 401k account, or any vested equity incentives; (c) any rights that are not waivable as a matter of law; or (d) any claims arising after the day on which I sign this Release and Waiver. I hereby represent and warrant that, other than the Excluded Claims, I am not aware of any claims I have or might have against any of the Released Parties that are not included in the Released Claims.

I acknowledge that, among other rights, I am waiving and releasing any rights I may have under ADEA, that this Release and Waiver is knowing and voluntary, and that the consideration given for this Release and Waiver is in addition to anything of value to which I was already entitled as an executive of the Company. I further acknowledge that I have been advised, that: (a) the release and waiver granted herein does not relate to claims which may arise after this Release and Waiver is executed; (b) I should consult with an attorney prior to executing this Release and Waiver; and (c) I have twenty-one (21) days from the date of termination of my employment with the Company or the date on which I received this Release and Waiver, whichever is later and not including such date (as applicable) in which to consider this Release and Waiver (although I may choose voluntarily to execute this Release and Waiver earlier); (d) I have fifteen (15) days following the execution of this Release and Waiver, not counting the day on which I sign this Release and Waiver, to revoke my consent to this Release and Waiver; and (e) this Release and Waiver shall not be effective until the fifteen (15) day revocation period has expired without

my having previously revoked this Release and Waiver. Any revocation must be personally delivered to the Company or, if mailed, postmarked, no later than the last day of the 15-day revocation period. The address for delivery of any such revocation shall be the Company's address identified in Section 8(b) of the Executive Employment Agreement.

I acknowledge my continuing obligations under the Executive Employment Agreement. Pursuant to the Executive Employment Agreement I understand that among other things, I must not use or disclose any confidential or proprietary information of the Company and I must immediately return all Company property and documents (including all embodiments of proprietary information) and all copies thereof in my possession or control. I understand and agree that my right to the severance pay I am receiving in exchange for my agreement to the terms of this Release and Waiver is contingent upon my continued compliance with the Executive Employment Agreement.

This Release and Waiver constitutes the complete, final and exclusive embodiment of the entire agreement between the Company and me with regard to the subject matter hereof. I am not relying on any promise or representation by the Company that is not expressly stated herein. This Release and Waiver may only be modified by a writing signed by both me and a duly authorized officer of the Company.

DAVID A. ROSA Dated: _____

ASX Announcement

ASX Grants Conditional Approval to Delist

Eden Prairie, MN and Sydney, Australia: 5 February 2013 — Sunshine Heart, Inc. (NASDAQ: SSH; ASX: SHC) (**Sunshine Heart**) today announced that it has received conditional approval from the ASX to delist from the official list of the ASX under Listing Rule 17.11. The delisting from the ASX will be effective from the close of trading on Monday, 6 May 2013.

Sunshine Heart is currently listed on two stock exchanges — ASX and the NASDAQ Capital Market (**NASDAQ**). After careful consideration, the Sunshine Heart board believes it is in the best interests of the Company and all of its shareholders that Sunshine Heart seek removal from the official list of the ASX for the following reasons:

- low liquidity in trading in CHESS Depositary Interests (**CDIs**) on ASX compared to common shares on NASDAQ (an average of only 4.2% of all trades in the Company's securities were executed through ASX in the fourth quarter ended 31 December 2012); and

- the CDIs held on the Australian register represent only 18.9% of Sunshine Heart's total issued capital (or only 17.4% if you exclude the directors' holdings and shareholders with holdings of greater than 5%) at 18 January 2013.

Following the delisting, the common shares of Sunshine Heart will continue to be listed on NASDAQ.

Delisting Process

Holders of Sunshine Heart CDIs or any unlisted options will shortly be sent an information package which contains details of the delisting process. A copy of the information package is also available at www.asx.com.au under Sunshine Heart's name and on the Company's website at www.sunshineheart.com.

About the C-Pulse® Heart Assist System

About the C-Pulse® Heart Assist System The C-Pulse Heart Assist System, or C-Pulse System, an investigational device in the United States, Canada and countries that do not recognize the CE Mark approval, utilizes the scientific principles of intra-aortic balloon counter-pulsation applied in an extra-aortic approach to assist the left ventricle by reducing the workload required to pump blood throughout the body, while increasing blood flow to the coronary arteries. Operating outside the patient's bloodstream, the extra-aortic approach of the C-Pulse technology offers greater flexibility, allowing patients to safely disconnect to have intervals of freedom to perform certain activities such as showering. The C-Pulse System may help maintain the patient's current condition and, in some cases, reverse the heart failure process, thereby potentially preventing the need for later stage heart failure therapies, such as left ventricular assist devices (LVADs), artificial hearts or transplants. *Caution: Investigational device, limited by Federal (or United States) Law to Investigational use.*

About Sunshine® Heart

Sunshine Heart, Inc. (NASDAQ: SSH / ASX: SHC) is an early-stage global medical device company committed to the commercialization of the C-Pulse System, an implantable, non-blood contacting, heart assist therapy for the treatment of moderate to severe heart failure. The C-Pulse System can be implanted using a minimally invasive procedure and is designed to relieve the symptoms of heart failure through the use of counter-pulsation technology, which enables an increase in cardiac output, an increase in coronary blood flow and a reduction in the heart's pumping load. Sunshine Heart has completed an approved U.S. Food and Drug Administration (FDA) feasibility clinical trial of the C-Pulse System and presented the results in November 2011. In March, 2012, the FDA notified the Company that it could move forward with an investigational device exemption (IDE) application. Sunshine Heart received unconditional approval from the FDA in November 2012 to initiate its pivotal trial. In July 2012 Sunshine Heart received CE Mark approval for its C-Pulse System in Europe. Sunshine Heart is a Delaware corporation headquartered in Minneapolis with a subsidiary presence in Australia. The Company has been listed on the Australian Securities Exchange (ASX) since September 2004 and on the NASDAQ Capital Market since February 2012. For more information, please visit www.sunshineheart.com.

Forward-Looking Statements

Certain statements in this release are forward-looking statements that are based on management's beliefs, assumptions and expectations and information currently available to management. All statements that address future operating performance, events or developments that we expect or anticipate will occur in the future are forward-looking statements, including without limitation, our expectations with respect to future clinical trial activities and results including patient enrollment in trials. These forward-looking statements are subject to numerous risks and uncertainties, including without limitation, the possibility that our clinical trials do not meet their enrollment goals, meet their end-points or otherwise fail, that regulatory authorities do not accept our application or approve the marketing of the C-Pulse System, the possibility we may be unable to raise the funds necessary for the development and commercialization of our products, that we may not be able to commercialize our products successfully in the EU and the other risk factors described under the caption "Risk Factors" and elsewhere in our filings with the U.S. Securities and Exchange Commission and ASX. You should not place undue reliance on forward-looking statements because they speak only as of the date when made and may turn out to be inaccurate. We do not assume any obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. We may not actually achieve the plans, projections or expectations disclosed in forward-looking statements, and actual results, developments or events could differ materially from those disclosed in the forward-looking statements.

###

For further information, please contact:

Jeff Mathiesen
Chief Financial Officer
+1 952 345 4200

5 February 2013
Dear CDI Holder

Sunshine Heart — Delisting from Australian Securities Exchange

This document contains important information about your holding of CHESS Depositary Interests (**CDIs**) in Sunshine Heart, Inc., a Delaware corporation (**Sunshine Heart**). You should read it carefully and seek professional advice about these matters if you have any queries.

Sunshine Heart CDIs will be delisted from ASX

On 30 January 2013, Sunshine Heart announced that it intended to seek removal from the official list of ASX Limited (**ASX**). Suspension of Sunshine Heart CDIs is expected to occur at the close of trading on 29 April 2013 (**Suspension Date**) and delisting is expected to occur on 6 May 2013 (**Delisting Date**). These dates are indicative and we will notify you of any changes.

Sunshine Heart common shares (**Sunshine Heart Shares**) will continue to be listed on the NASDAQ Capital Market (**NASDAQ**). Trading on NASDAQ will continue, uninterrupted, during the ASX delisting process.

This document contains details on the delisting process and the options available to you in respect of your CDIs. By way of summary, you have the following options:

1. Sell your CDIs on ASX prior to close of trading on the Suspension Date — for further details see section 5.1;
2. Convert your CDIs into the underlying Sunshine Heart Shares by 12 August 2013 — for further details see section 5.2;
3. Participate in a voluntary sale facility which will involve your Sunshine Heart Shares being sold on NASDAQ through an Australian broker to be appointed by Sunshine Heart (the **Broker**), details of whom will be provided to you before the Suspension Date. This facility is expected to be open from 10 May 2013 to 12 August 2013 — for further details see section 5.3;
4. Sell your shares through your broker on NASDAQ — for further details see section 5.4; or
5. Do nothing and have your Sunshine Heart Shares compulsorily sold by the Broker on NASDAQ. This facility is expected to be open from 13 August 2013 to 13 November 2013 — for further details see section 5.5.

I strongly encourage you to read this document in full and consult your financial and tax advisers in relation to the options available to you. A further information pack will be sent to you before the Suspension Date.

If you have any queries regarding the delisting of Sunshine Heart from ASX, please contact the Sunshine Heart Information Line on 1800 206 847 (within Australia) or +61 2 8767 1297 (outside Australia).

Yours sincerely

Sunshine Heart, Inc.

Dave Rosa

CEO

---

1 Introduction

As announced on 5 February 2013, Sunshine Heart has received conditional approval from ASX for trading in CDIs on ASX to be suspended and for Sunshine Heart to be removed from the official list of ASX (ie. delisted from ASX).

Sunshine Heart Shares will continue to be listed on NASDAQ following Sunshine Heart's delisting from ASX and trading on NASDAQ will continue during the ASX delisting process.

CDI holders have a number of options available to them in respect of their CDIs, including selling their underlying Sunshine Heart Shares on NASDAQ by way of a voluntary sale facility following delisting (**Voluntary Share Sale Facility**). The arrangements for the Voluntary Share Sale Facility and other options are discussed in more detail below.

2 Reasons for delisting Sunshine Heart CDIs from ASX

Sunshine Heart was admitted to the official list of ASX on 28 September 2004 and subsequently listed on NASDAQ on 16 February 2012.

Since listing on NASDAQ, increasing numbers of CDI holders have sought to convert their CDIs to the underlying Sunshine Heart Shares. Additionally, in August 2012, Sunshine Heart completed an initial public offering of shares in the United States (**US**) with all new shares attaining listing on NASDAQ. Accordingly, CDIs representing Sunshine Heart Shares listed on ASX now comprise approximately only 18.9% of Sunshine Heart's issued and outstanding share capital stock (or only 17.4% if directors' holdings and stockholders with holdings of greater than 5% are excluded).

Sunshine Heart's decision to delist its CDIs is due to the low level of CDIs now quoted on ASX, particularly when compared to Sunshine Heart's current issued share capital, and the low level of trading on ASX compared to that on NASDAQ. In light of these circumstances, Sunshine Heart has formed the view that the administrative costs of an ASX listing, including the higher level of regulatory compliance costs associated with two listings, are no longer justifiable.

3 Delisting process and indicative dates

The following table sets out the indicative timeframe for the delisting process. We will notify you of any changes to these dates and/or procedures and processes and will promptly announce any such change.

29 April 2013	**Suspension Date** - effective date of suspension in trading of Sunshine Heart CDIs on ASX. Please note that you will not be able to trade your CDIs on ASX after this date.
6 May 2013	**Delisting Date** - effective date of removal of Sunshine Heart from the official list of ASX.
On or after 8 May 2013	**Notice to CDI holders of revocation of trust by CDN.**
10 May 2013	**Opening date of the Voluntary Share Sale Facility.**
12 August 2013	**Closing date of the Voluntary Share Sale Facility.**

---

13 August 2013	**First date for sales of remaining Sunshine Heart Shares via the Compulsory Share Sale Facility** (described below).
13 November 2013	**Last date for sales of remaining Sunshine Heart Shares via the Compulsory Share Sale Facility.**

All references to time are to Sydney, Australia time.

After the Delisting Date, ASX Settlement Pty Ltd will revoke approval of the CDIs and close the CHESS sub-register. CHESS Depositary Nominees Pty Ltd (**CDN**) will also revoke the trust under which it holds the Sunshine Heart Shares underlying your CDIs. If you still hold CDIs on the Delisting Date, you will no longer hold CDIs after this date. However, you will continue to have a beneficial interest in the same Sunshine Heart Shares which were underlying your CDIs. The Sunshine Heart Shares will continue to be held by CDN on trust for your benefit.

If you do not proceed with one of the options described below in section 5, CDN will exercise its power of sale under the ASX Settlement Operating Rules and will sell all of your Sunshine Heart Shares on NASDAQ through the Broker (**Compulsory Share Sale Facility**). Link will remit the net sale proceeds to you.

4 Impact of delisting

After Sunshine Heart's removal from the official list of ASX:

- Sunshine Heart will remain incorporated in Delaware in the US and will continue to be subject to the relevant corporate and securities law of Delaware;
- Sunshine Heart Shares will continue to be listed on NASDAQ and Sunshine Heart will continue to be subject to NASDAQ rules; and
- copies of Sunshine Heart's news releases and other relevant corporate information will continue to be available at www.sunshineheart.com;
- Sunshine Heart's company filings with the US Securities and Exchange Commission will continue to be available on EDGAR at www.sec.gov; and
- the market price of Sunshine Heart Shares on NASDAQ will be available from http://www.nasdaq.com.
- Sunshine Heart is, and will continue to be, a reporting issuer for the purposes of the applicable securities laws of United States, and as such is subject to regular reporting and disclosure obligations under the United States Securities Exchange Act of 1934, as amended. Further information about Sunshine Heart (including all announcements made by Sunshine Heart) is currently, and will continue to be, following Sunshine Heart's removal from the official list of the ASX, available on EDGAR at www.sec.gov.

5 Options for Australian CDI holders on delisting of Sunshine Heart

Sunshine Heart CDI holders have the following options in respect of the delisting of Sunshine Heart from ASX:

5.1 Sell your CDIs on ASX on or before the Suspension Date

You can sell your CDIs on ASX at any time prior to the close of trading on Suspension Date (currently expected to be 29 April 2013). This can be done by contacting your ASX Participant (stockbroker) or financial adviser.

After the Suspension Date, you will not be able to sell your CDIs on ASX.

If you elect to sell your CDIs on ASX prior to the Suspension Date, you will be responsible for any costs associated with the sale of your CDIs including any broker commission.

5.2 Convert your CDIs into underlying Sunshine Heart Shares

On or before the Delisting Date

You have an existing right to convert your CDIs into the underlying Sunshine Heart Shares listed on NASDAQ, with one Sunshine Heart Share represented by 200 CDIs. Currently, you can convert your CDIs into Sunshine Heart Shares at any time by instructing Sunshine Heart's registry, Link Market Services Limited (**Link**), either:

· directly, in the case of CDIs on the issuer sponsored sub-register operated by Sunshine Heart; or

· through your sponsoring participant (usually a broker), in the case of CDIs which are sponsored on the CHESS sub-register.

The number of CDIs to be converted to Sunshine Heart Shares must be divisible by 200.

Your existing right to convert your CDIs into the underlying Sunshine Heart Shares continues up to the Delisting Date (currently expected to be 6 May 2013).

If you choose to convert your CDIs into Sunshine Heart Shares, you will become a registered stockholder in Sunshine Heart and you will be able to trade your shares on NASDAQ, subject to any applicable restrictions under the US Securities Act of 1933 — see further details below in section 8.

You can contact Link on 1800 206 847 (within Australia) or +612 8767 1297 (outside Australia) or by email registrars@linkmarketservices.com.au.

After the Delisting Date to 12 August 2013

After the Delisting Date, you can still convert your holding into Sunshine Heart Shares by contacting Link and requesting that the legal title to the underlying Sunshine Heart Shares be transferred to you and held on Sunshine Heart's US register.

If you choose this option, the legal title to your entire holding will be transferred to you (ie. you cannot sell part of your holding under the Voluntary Share Sale Facility and convert the remainder of your holding to shares under this option). If your holding is not divisible by 200, Sunshine Heart will procure that any fractional entitlement will be collated in batches and transferred to the Broker (or an affiliate of the Broker) for the purpose of sale on NASDAQ at the market price of Sunshine Heart Shares from time to time. Proceeds relating to your fractional entitlement will be remitted to you less brokerage fees, transfer fees and applicable taxes and will reflect the market price and A$/USD$ exchange rate at the time of conversion. In effecting this sale, the Broker is providing services to Sunshine Heart and is not providing any services to, or on behalf of, you or assuming or accepting any duty or responsibility to you.

To exercise this option, you will be required to complete a Notice of Transmutation (which is annexed to this letter) and return it to Link before 12 August 2013.

Fees

No fees will be payable by you for the conversion of your CDIs to Sunshine Heart Shares through Link.

If you use a broker to effect the conversion, the broker may charge you a fee. Please contact your broker for information regarding any applicable fees.

5.3 Participate in the Voluntary Share Sale Facility

If you do not proceed with any of the options described above, you will be able to sell the shares underlying your CDIs on NASDAQ through the Broker under the Voluntary Share Sale Facility. The Voluntary Share Sale Facility is currently expected to be open after Sunshine Heart's delisting from 10 May 2013 until 12 August 2013.

Under the Voluntary Share Sale Facility, Sunshine Heart will procure the transfer of your Sunshine Heart Shares to the Broker (or an affiliate of the Broker) for the purpose of enabling the sale of your shares on NASDAQ. The proceeds (less costs) of the sale will be remitted to you by Link in Australian dollars.

Participation in the Voluntary Share Sale Facility is voluntary and CDI holders are not obliged to dispose of the shares underlying their CDIs through the Voluntary Share Sale Facility.

To participate in the Voluntary Share Sale Facility you will need to complete and return a Sale Instruction Form. Further details regarding the arrangements for the Voluntary Share Sale Facility and the Sale Instruction Form will be mailed to you in the further information pack before the Suspension Date.

During the Voluntary Share Sale Facility, the sale instructions may be collated in batches and the underlying shares sold in multiple transactions by the Broker. However, the Broker has complete discretion as to when and in how many tranches to sell the underlying Sunshine Heart Shares.

You should note the following important information regarding the Voluntary Share Sale Facility:

- Participation in the Voluntary Share Sale Facility must be for all Sunshine Heart Shares underlying your CDIs (ie. you cannot sell part of your holding via the Voluntary Share Sale Facility).
- The proceeds you receive will be after the deduction of brokerage fees, transfer fees and applicable taxes and will reflect the market price and A$/USD$ exchange rate at the time of conversion.
- The market price of the Sunshine Heart shares sold through the Voluntary Share Sale Facility is subject to change from time-to-time. None of Sunshine Heart, CDN, the Broker or Link gives any assurance as to the sale price that may be achieved for the sale of your Sunshine Heart Shares or the exchange rate that will be used to convert the proceeds from the sale into Australian dollars.
- The Broker is providing services to Sunshine Heart under the Voluntary Share Sale Facility. The Broker is not providing any services to, or on behalf of, you or assuming or accepting any duty or responsibility to you.

There are risks associated with the proceeds that you may receive through the sale of your Sunshine Heart Shares under the Voluntary Share Sale Facility. Your total proceeds will

---

depend on the level of buyer demand, buyer pricing constraints, trading volatility in Sunshine Heart Shares on NASDAQ and the A$/USD$ exchange rate at the time of conversion. The impact of these factors for those that elect to participate in the Voluntary Share Sale Facility may be more or less adverse than if they instead had elected another option, or did nothing and are subjected to the Compulsory Share Sale Facility.

5.4 Use your own broker to hold and/or sell on NASDAQ

You may choose to contact a broker in Australia or the US in regard to the Sunshine Heart Shares underlying your CDIs. Australian brokers may have relationships with financial institutions in the US to facilitate trading on NASDAQ. The names and contact details of licensed brokers in the US may be found on the website of the US Securities and Exchange Commission.

You will need to independently establish an account with the broker and provide the broker with evidence of your holding, along with any other documents and forms requested by the broker.

Any costs associated with the process of holding or selling your Sunshine Heart Shares on NASDAQ by a broker (outside the Voluntary Share Sale Facility) will be borne by you. Holding or selling the Sunshine Heart Shares on NASDAQ may have tax implications for you, about which you should consult your own financial advisor.

Please note that if you choose this option and you have not transferred the shares underlying your Sunshine Heart CDIs to yourself by 12 August 2013, this choice will not remain open to you and the shares underlying your CDIs will be sold under the Compulsory Share Sale Facility described below.

5.5 Do nothing and participate in the Compulsory Share Sale Facility

If you do not proceed with any of the options described above before their applicable deadline, CDN will exercise its power of sale and sell all of your underlying Sunshine Heart Shares on NASDAQ through the Broker. The proceeds of the sale (less costs) will be remitted to you by Link in Australian dollars.

The Compulsory Share Sale Facility is currently expected to be open from 13 August 2013 until 13 November 2013. Participation in the Compulsory Share Sale Facility is not voluntary. All Sunshine Heart Shares that have not been dealt with under one of the options described above by close of trading on 12 August 2013 will be sold under the Compulsory Share Sale Facility. These Sunshine Heart Shares may be sold in one tranche by the Broker, however, the Broker has complete discretion as to when and in how many tranches to sell the these Sunshine Heart Shares.

You should note the following important information regarding the Compulsory Share Sale Facility:

- The proceeds you receive will be after the deduction of brokerage fees, transfer fees and applicable taxes and will reflect the market price and A$/USD$ exchange rate at the time of conversion.
- The market price of the Sunshine Heart shares sold through the Compulsory Share Sale Facility is subject to change from time-to-time. None of Sunshine Heart, CDN, the Broker or Link gives any assurance as to the sale price that may be achieved for

---

the sale of your Sunshine Heart Shares or the exchange rate that will be used to convert the proceeds from the sale into Australian dollars.

- The Broker is providing services to Sunshine Heart and CDN under the Compulsory Share Sale Facility. The Broker is not providing any services to, or on behalf of, you or assuming or accepting any duty or responsibility to you.
- The procedures involved in selling your Sunshine Heart Shares under the Compulsory Share Sale Facility will not be the same as the procedures of the Voluntary Share Sale Facility as outlined above.

There are risks associated with the proceeds that you may receive through the sale of your Sunshine Heart Shares under the Compulsory Share Sale Facility. Your total proceeds will depend on the level of buyer demand, buyer pricing constraints, trading volatility in Sunshine Heart Shares on NASDAQ and the A$/USD$ exchange rate at the time of conversion. The impact of these factors on the level of proceeds of sale for CDI holders who do nothing and so are subjected to a forced sale of their shares may be more or less adverse than if they had chosen to participate in the Voluntary Share Sale Facility.

6 Australian Options issued in 2010 and 2011

On December 3, 2010 Sunshine Heart closed on a renounceable rights issue (the **Rights Issue**) at A$0.028 cents per share. The Rights Issue was not underwritten. Pursuant to the Rights Issue:

- shareholders were granted an unlisted option, exercisable at A$0.032 cents per share for a period of 4 years from the date of grant, to subscribe for 1 share for every 2 shares subscribed for in the Rights Issue (the **2010 Options**); and
- a top-up facility will be offered whereby eligible shareholders may apply for additional shares over and above their entitlement.

Sunshine Heart raised A$9.5 million in the Rights Issue and pursuant to the Rights Issue issued 836,153 of the Australian Options.

Additionally, on September 9, 2011 Sunshine Heart closed on a private placement for A$1.2 million, issuing unlisted options to Australian shareholders exercisable at A$0.056 cents per share for a period of 4 years, to subscribe for 3 shares for every 10 shares purchased in the private placement (the **2011 Options**).

As of today's date, the 2010 Options and the 2011 Options (together, the **Australian Options**) would be exercisable for 167,322,600 CDIs. The Australian Options have been outstanding for more than six (6) months and therefore may be freely transferrable to other investors in compliance with U.S. Securities laws. However, certain U.S. Securities laws would apply to both the exercise of the Australian Options and the form of shares of Sunshine Heart's common stock (freely transferrable versus restricted) that would be issuable upon the exercise of the Australian Options. The language in the Australian Options contemplated such issues in Section 17 of the Australian Options which includes the following language:

> *"The Shares allotted on exercise of Options will not be registered under the US Securities Act 1933 and must be acquired for investment and not with a view to, or in connection with, the sale or distribution thereof. No such sale or distribution may be effected without an effective registration statement related thereto or an*

> *opinion of counsel for the Company that such registration is not required under the US Securities Act 1933."*

Accordingly, the holders of the Australian Options may not be able to participate in the Voluntary Share Sale Facility because upon the exercise of the Australia Options, holders of the Australia Options will receive shares of common stock of Sunshine Heart that are restricted under Rule 144 of the Securities Act of 1933, as amended (**Rule 144**). Rule 144 would restrict the sale of the shares issuable upon the exercise of the Australian Options for a period of six (6) months following the exercise of the Australian Options. Due to the restrictions required under Rule 144, such shares issuable upon the exercise of the Australian Options may not be able to participate in the Voluntary Share Sale Facility.

7 Financial and Tax implications

Sunshine Heart strongly encourages you to obtain your own financial, legal and tax advice based on your individual circumstances before deciding which option you should select.

This document does not purport to provide you with any financial, legal and tax advice.

7.1 No account of personal circumstances

This document, and any recommendations contained in it, should not be taken as personal financial advice, as they do not take into account your individual objectives, financial and tax situation or particular needs. As such, the Sunshine Heart Board encourages you to seek independent financial and tax advice before making a decision as to which option to select.

7.2 Forward looking statements

Certain of the statements made herein may contain forward-looking statements or Information. Often, but not always, forward-looking statements and forward-looking information can be identified by the use of words such as "expects", "is expected", "anticipates", "intends", or "believes" or the negatives thereof or variations of such words and phrases or statements that certain actions, events or results "may", "could", "would", "might" or "will" be taken, occur or be achieved. Forward-looking statements and forward-looking information by their nature are based on assumptions and involve known and unknown risks, uncertainties, and other factors which may cause the actual results or performance or achievements of Sunshine Heart to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements or information. There can be no assurance that forward-looking statements or information will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. Accordingly, you should not place undue reliance on the forward-looking statements or information contained herein.

7.3 Personal information

Personal information may be collected on the Notice of Transmutation or the Sale Instruction Form by Sunshine Heart, the Broker and/or Link for the purpose of the administration of the conversion of CDIs into underlying Sunshine Heart Shares and the sale of Sunshine Heart Shares by the Broker through the Voluntary Share Sale Facility and the Compulsory Share Sale Facility. That information may be used by each of them and may be disclosed by each of them to each other, to their respective related bodies corporate, to external service companies (such as mail service providers for those purposes) or as otherwise required or permitted by law. Please

contact the Sunshine Heart Information Line on 1800 206 847 (within Australia) or +612 8767 1297 (outside Australia) to correct inaccurate or out of date information.

7.4 Risk information

You should be aware that there are risks regarding Sunshine Heart's share price at the time proceeds are realized and in connection with the A$/USD$ exchange rates at the time of conversion of the proceeds from U.S. dollars to Australian dollars. The impact of these risk factors on the level of proceeds of sale for CDI holders may change over time. Both those who sell their Sunshine Heart Shares during the Voluntary Share Sale Facility and those who do not and thus are subjected to a compulsory sale of their Sunshine Heart Shares under the Compulsory Share Sale Facility, may experience such changes.

Please refer to Sunshine Heart's 2011 Annual Report on Form 10-K filed with the U.S. Securities and Exchange Commission on 23 March 2012 available at www.sunshineheart.com (at "Investors' — 'Annual Reports') for a further discussion of such risks.

8 US securities restrictions

As a condition the receipt of any shares of Sunshine Heart's common stock, each holder of the CDIs converting CDIs will be required to complete and submit to Sunshine Heart's Transfer Agent a Stockholder Representation Letter Under Rule 144 the form of which may be obtained through Sunshine Heart's website at http://www.sunshineheart.com/investor-faq/ located under item 7 on such page. **If you do not provide to American Stock Transfer a satisfactory Rule 144 representation letter, your shares of common stock will not be freely tradable on NASDAQ and will bear a legend to this effect.** Rule 144 allows holders of restricted or control securities to sell those securities in the open market without filing a registration statement under the Securities Act of 1933, provided certain conditions are met by the seller, the broker and the company. Rule 144 has a basic 6-month holding period for a reporting company and a basic one-year holding period for non-reporting companies. In both instances, other conditions must also be met. If you are unable to provide the attached form 144 representation letter, please contact American Stock Transfer to discuss your options at +1 877-248-6417 (toll free within US) or +1 718-921-8317 or email LegalTransfer@amstock.com.

9 Further information

If you have any queries regarding the delisting of Sunshine Heart from ASX, please contact the Sunshine Heart Information Line on 1800 206 847 (within Australia) or +612 8767 1297 (outside Australia).