

18 April 2008

**designcapital plc (the "Company")****Restoration of trading on AIM,  
executive directors' service contracts and changes to issued share capital****Changes to the Company's issued share capital**

Further to the announcement on 26 February 2008, the Company announces that L-A Finances S.A. has paid the final call in relation to 9,817,400 ordinary shares issued to it on Admission. Stunning Partners LLC ("Stunning") has declined to pay the final call in relation to 15,330,000 ordinary shares issued to it on Admission (the "Stunning shares"). As a result, the AIM listing in respect of the Stunning shares will be cancelled.

In consideration of Stunning agreeing to foreshorten the date for full payment of the Stunning shares, the Company has agreed to apply the sum of £1,120,565 previously subscribed by Stunning on Admission to the subscription by Stunning of 11,205,650 new ordinary shares at 10p each, fully paid. The Directors consider that so doing is in the Company's best interests, as these arrangements enable the suspension of trading on AIM to be lifted, which otherwise would have been delayed. The arrangements with Stunning are a related party transaction under the AIM Rules. The Directors of the Company (other than Frédéric Bobo who is interested in Stunning) consider, having consulted with HB Corporate, the Company's Nominated Adviser, that these arrangements are fair and reasonable insofar as its shareholders are concerned. These shares will be subject to the same lock-in restrictions as applied on Admission to the Stunning shares.

Application will be made for the 11,205,650 new ordinary shares to be issued to Stunning pursuant to the above arrangements, ranking *pari passu* with the existing ordinary shares, to be admitted to trading on AIM.

The share capital of the Company following the above changes will be as follows:

Authorised			Issued and fully paid	
Number	Amount £		Number	Amount £
200,000,000	20,000,000	ordinary shares of 10p each	55,704,050	5,570,405

**Directors' and other interests**

The table below shows the number of ordinary shares in which the Directors of the Company are interested, taking into account the above:-

	ordinary shares	% of issued share capital
Frédéric Bobo*	20,210,648	36.3
Philippe Hervé	105,001	0.2
Frédéric Michel-Verdier	500,001	0.9

*\* inclusive of the revised number of shares held by Stunning.*

### 3% shareholders' interests

The table below shows the number of ordinary shares held by any person (not being a Director), directly or indirectly, jointly or severally, who will be interested in 3 per cent. or more of the issued share capital of the Company so far as the Directors of the Company are aware, taking into account the above changes:-

	ordinary shares	% of issued share capital
L-A Finances S.A.	9,817,400	17.6
Luxadvor S.A.	22,841,000	41.0

### Deferred subscriptions - others

In addition to the above, at the time of Admission the Company entered into subscription letters pursuant to which the following parties committed to subscribe for ordinary shares within 12 months of Admission at 10p per share. Except as stated below, the conditions of these subscription letters were all satisfied on Admission.

	Number of ordinary shares to be subscribed within 12 months of Admission
Luxadvor S.A.	11,159,000
MENA Consultants Limited	13,000,000
Stunning Partners LLC	13,000,000*

*\* subject to Luxadvor S.A. holding at the time of payment of the ordinary shares subscribed to by Stunning Partners LLC not less than 25.1 per cent. of the fully diluted and issued share capital of the Company.*

### Executive directors' service contracts

Paragraph 5.2 of Part IV of the Company's Admission document stated that it was intended that Frédéric Bobo, Phillipe Hervé and Sacha Tikhomiroff ("Executives") would enter into letters of engagement with the Company following Admission, without receiving any remuneration. Notwithstanding this statement, the Company's Remuneration Committee has formed the opinion that it is preferable for each Executive to enter into a formal executive service contract with the Company and, in consideration of each Executive so agreeing, each Executive will be entitled to receive remuneration as set out below. Under his service contract, each Executive will:-

- devote such time and attention as the Company or his duties may reasonably require to meet the business needs and affairs of the Company;
- be entitled to remuneration of €24,000 Euros per annum less applicable tax deductions (if any), payable monthly and subject to annual review;
- be entitled to receive, and obliged to give, 6 months notice in writing to terminate his contract; and

- be subject to certain restrictive covenants both during the contract and for a period of 6 months after it terminates.

### **Restoration of trading on AIM**

An amendment sheet correcting inaccuracies which have come to light in the Admission document dated 9 January 2008 is available on the Company's website.

Following the publication of this announcement, trading in the Company's ordinary shares on AIM has been restored with effect from today.

### **For further information:**

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