

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in doubt as to any aspect of this circular or as to the action to be taken, you should consult a licensed securities dealer or other bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in FX Creations International Holdings Limited (the "Company"), you should at once hand this circular and the accompanying form of proxy to the purchaser or other transferee or to the bank, licensed securities dealer or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

The Stock Exchange of Hong Kong Limited takes no responsibility for the contents of this circular, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this circular.

This document appears for information purposes only and does not constitute an invitation or offer to acquire, purchase or subscribe for securities of the Company.



FX CREATIONS INTERNATIONAL HOLDINGS LIMITED

豐盛創意國際控股有限公司*

(proposed to be renamed as Maxitech International Holdings Limited)

(建議更名為全美國際控股有限公司)*

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 8136)

- (1) Proposed Acquisition of the Sale Shares by Virtue Partner Group Limited;
(2) Proposed Subscription of the Subscription Shares
by Virtue Partner Group Limited;
(3) Possible Mandatory Unconditional Cash Offer
by**



Kingston Securities Limited

on behalf of

Virtue Partner Group Limited

**for all the issued shares of FX Creations International Holdings Limited
(other than those Shares already owned or agreed to be acquired by
Virtue Partner Group Limited and parties acting in concert with it)**

Shareholders and potential investors should be aware of and take note that the Sale and Purchase Agreement and the Subscription Agreement are conditional upon the satisfaction or waiver of a number of conditions as set out under the paragraphs headed "Conditions of the Sale and Purchase Agreement" and "Conditions of the Subscription Agreement" in the section headed "Letter from the Board" of this circular and that the making of the Offer is subject to completion of the Share Purchase and the Subscription. Accordingly, the Share Purchase and the Subscription may or may not proceed and the Offer may or may not be made. Shareholders and potential investors are advised to exercise caution when dealing in the Shares.

The notice convening the extraordinary general meeting of the Company to be held at 14/F, Printing House, 6 Duddell Street, Central, Hong Kong on Thursday, 22 February 2007 at 11:00 a.m. (the "EGM") is set out on pages 22 to 23 of this circular.

A form of proxy for use at the EGM is enclosed with this circular. Whether or not you intend to be present at the EGM, you are requested to complete the form of proxy and return the same to the Company's Hong Kong branch share registrar, Tengis Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong in accordance with the instructions printed thereon as soon as possible and in any event not less than 48 hours before the time appointed for the holding of EGM. Completion and return of the form of proxy will not preclude you from attending and voting at EGM or any adjournment thereof if you so wish.

This circular will remain on the GEM website at www.hkgem.com on the "Latest Company Announcements" page for at least 7 days from the date of its posting.

CHARACTERISTICS OF GEM

GEM has been established as a market designed to accommodate companies to which a high investment risk may be attached. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. Furthermore, there may be risks arising out of the emerging nature of companies listed on GEM and the business sectors or countries in which the companies operate. Prospective investors should be aware of the potential risks of investing in such companies and should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.

Given the emerging nature of companies listed on GEM, there is a risk that securities traded on GEM may be more susceptible to high market volatility than securities traded on the Main Board of the Stock Exchange and no assurance is given that there will be a liquid market in the securities traded on GEM.

The principal means of information dissemination on GEM is publication on the internet website operated by the Stock Exchange. Listed companies are not generally required to issue paid announcements in gazetted newspapers. Accordingly, prospective investors should note that they need to have access to the GEM website at www.hkgem.com in order to obtain up-to-date information on GEM-listed issuers.

CONTENTS

	<i>Page</i>
Definitions	1
Letter from the Board	
Introduction	5
The Sale and Purchase Agreement	6
The Subscription Agreement	8
Fund Raising Activities of the Company	12
Possible Mandatory Unconditional Cash Offer	12
Information on the Company	15
Information on Virtue Partner	15
Intention of Virtue Partner Regarding the Group	16
Proposed Change of Board Composition of the Company	16
Shareholding Structure of the Company	17
Maintaining the Listing Status of the Company	17
EGM	18
Procedure for Demanding a Poll	19
Responsibility Statement	19
General	20
Notice of EGM	22

DEFINITIONS

In this circular, the following expressions shall have the meanings set out below unless the context requires otherwise:

“acting in concert”	has the meaning ascribed to it in the Takeovers Code
“associates”	has the meaning ascribed to it in the GEM Listing Rules
“Board”	the board of Directors from time to time
“Company”	FX Creations International Holdings Limited, a company incorporated in the Cayman Islands with limited liability, the issued Shares of which are listed on GEM
“Completion Date”	second business day after the date on which the conditions of the Subscription Agreement having been fulfilled or, as the case may be, waived by Virtue Partner
“connected person”	has the meaning ascribed to it in the GEM Listing Rules
“Director(s)”	director(s) of the Company from time to time
“EGM”	the extraordinary general meeting of the Company to be held at 14/F., Printing House, 6 Duddell Street, Central, Hong Kong at 11:00 a.m. on Thursday, 22 February 2007 for the purpose of approving, amongst other things, the Subscription and the transactions contemplated thereunder including but not limited to the allotment and issue of the Subscription Shares, or any adjournment thereof
“Executive”	the executive director of the Corporate Finance Division of the SFC or any of his delegates for the time being
“Flyrich”	Flyrich Resources Limited, a company incorporated in the British Virgin Islands, with limited liability and is wholly and beneficially owned by Mr. Wong
“GEM”	the Growth Enterprise Market of the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“Group”	the Company and its subsidiaries

DEFINITIONS

“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Board Committee”	a committee of the Board comprising the three independent non-executive Directors constituted to advise the Independent Shareholders in connection with the Offer
“Independent Shareholders”	the Shareholders, other than Flyrich, Virtue Partner, the Warrantor and parties acting in concert with any of them
“Joint Announcement”	the announcement dated 22 January 2007 issued by the Company and Virtue Partner jointly in relation to, among other matters, the Share Purchase, Subscription and Offer
“Kingston Corporate Finance”	Kingston Corporate Finance Limited, a licensed corporation permitted to carry on business in type 6 (advising on corporate finance) regulated activity under SFO
“Kingston Securities”	Kingston Securities Limited, a licensed corporation permitted to carry on business in type 1 (dealing in securities) regulated activity under SFO
“Last Trading Day”	12 January 2007, being the last trading day of the Shares on GEM prior to the publication of the Joint Announcement
“Latest Practicable Date”	2 February 2007, being the latest practicable date prior to the printing of this circular for ascertaining certain information contained herein
“Mr. Pong”	Mr. Pong Wai San, Wilson, the sole beneficial owner and director of Virtue Partner
“Mr. Wong”	Mr. Wong Wing Cheung, Peter, being a controlling Shareholder and an executive Director prior to the completion of the Share Purchase, and the Warrantor
“Offer”	the possible mandatory unconditional cash offer to be made by Kingston Securities, on behalf of Virtue Partner, to acquire all the issued Shares (other than those Shares already owned or agreed to be acquired by Virtue Partner and parties acting in concert with it)

DEFINITIONS

“Offer Share(s)”	issued Share(s) other than those already owned or agreed to be acquired by Virtue Partner and parties acting in concert with it
“Sale and Purchase Agreement”	the agreement dated 12 January 2007 entered into among Flyrich, Virtue Partner and the Warrantor in relation to the purchase of 306,000,000 Shares, representing approximately 40.09% of the entire issued share capital of the Company as at the Latest Practicable Date, from Flyrich by Virtue Partner for a total consideration of HK\$15,000,000
“Sale Shares”	306,000,000 Shares which Virtue Partner will purchase and Flyrich will dispose of in accordance with the terms and conditions of the Sale and Purchase Agreement
“SFC”	Securities and Futures Commission of Hong Kong
“SFO”	the Securities and Futures Ordinance, Chapter 571 of the laws of Hong Kong
“Share(s)”	share(s) of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Share Purchase”	the purchase of 306,000,000 Shares from Flyrich by Virtue Partner in accordance with the terms and conditions of the Sale and Purchase Agreement
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscription”	the subscription by Virtue Partner for, and the allotment and issue by the Company of, the Subscription Shares under the terms and conditions of the Subscription Agreement
“Subscription Agreement”	the subscription agreement dated 12 January 2007 entered into between the Company, Virtue Partner and the Warrantor in relation to Virtue Partner’s subscription of the Subscription Shares
“Subscription Price”	HK\$0.01, being the subscription price per Subscription Share

DEFINITIONS

“Subscription Shares”	1,036,794,000 new Shares which Virtue Partner will subscribe for and the Company will allot and issue under the Subscription in accordance with the terms and conditions of the Subscription Agreement
“Takeovers Code”	the Hong Kong Code on Takeovers and Mergers
“Virtue Partner” or “Offeror”	Virtue Partner Group Limited, a company incorporated in the British Virgin Islands with limited liability and is wholly and beneficially owned by Mr. Pong
“Warrantor”	Mr. Wong, being the warrantor to the Sale and Purchase Agreement and the Subscription Agreement
“HK\$” and “cents”	Hong Kong dollars and cents respectively, the lawful currency of Hong Kong
“%”	per cent.



FX CREATIONS INTERNATIONAL HOLDINGS LIMITED

豐盛創意國際控股有限公司*

(proposed to be renamed as Maxitech International Holdings Limited)

(建議更名為全美國際控股有限公司)*

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 8136)

Executive Directors:

Mr. Wong Wing Cheung, Peter

Mr. Chan Man Yin

Mr. Chan Francis Ping Kuen

Independent non-executive Directors:

Mr. Lee Kun Hung

Mr. Wong Hou Yan, Norman

Mr. Cheung Chi Hwa, Justin

Registered office:

Cricket Square

Hutchins Drive

P.O. Box 2681

Grand Cayman KY1-1111

Cayman Islands

**Head office and principal place of
business in Hong Kong:**

Room 806B, 8/F

Nanyang Plaza

57 Hung To Road, Kwun Tong

Kowloon, Hong Kong

5 February 2007

To the Shareholders

Dear Sir or Madam,

- (1) PROPOSED ACQUISITION OF THE SALE SHARES BY
VIRTUE PARTNER GROUP LIMITED;**
- (2) PROPOSED SUBSCRIPTION OF THE SUBSCRIPTION SHARES
BY VIRTUE PARTNER GROUP LIMITED;**
- (3) POSSIBLE MANDATORY UNCONDITIONAL CASH OFFER**

INTRODUCTION

By the Joint Announcement, the Company and Virtue Partner jointly announced that, on 12 January 2007, (i) Virtue Partner and Flyrich entered into the Sale and Purchase Agreement pursuant to which Virtue Partner conditionally agreed to purchase and Flyrich conditionally agreed to sell 306,000,000 Shares, representing approximately 40.09% of the entire issued share capital of the Company as at the Latest Practicable Date, for a total consideration of HK\$15,000,000 (equivalent to approximately HK\$0.04902 per Share; and (ii) the Company and Virtue Partner entered into the Subscription Agreement whereby Virtue Partner conditionally agreed to subscribe for, and the Company conditionally agreed to allot and issue, 1,036,794,000 Subscription Shares at an issue price of HK\$0.01 per Subscription Share. Mr. Wong is the Warrantor to both the Sale and Purchase Agreement and the Subscription Agreement.

* For identification purposes only

LETTER FROM THE BOARD

Immediately after completion of the Share Purchase and the Subscription, Virtue Partner and parties acting in concert with it will be interested in an aggregate of 1,342,794,000 Shares, representing about 74.60% of the issued share capital of the Company as enlarged by the allotment and issue of the Subscription Shares. Accordingly, Virtue Partner will be required under Rule 26.1 of the Takeovers Code to make a mandatory unconditional cash offer for all the issued Shares (other than those Shares already owned or agreed to be acquired by Virtue Partner and parties acting in concert with it) immediately after completion of the Share Purchase and the Subscription. The principal terms of the Offer are set out under the section headed "Possible mandatory unconditional cash offer" in this circular.

The purpose of this circular is, among other matters, (i) to provide you with further details of the Subscription; and (ii) to set out the notice convening the EGM.

Details of the Sale and Purchase Agreement, Subscription Agreement and the Offer are set out below:

THE SALE AND PURCHASE AGREEMENT

Date:	12 January 2007
Vendor:	Flyrich
Purchaser:	Virtue Partner
Warrantor:	Mr. Wong
Number of Shares:	306,000,000 Shares which are being purchased by Virtue Partner free from all claims, charges, liens, encumbrances, equities and third party rights and together with all rights attaching thereto on or after the date of the Sale and Purchase Agreement
Consideration and completion:	HK\$15,000,000 (equivalent to approximately HK\$0.04902 for each Share, which were negotiated and determined on arm's length basis between Flyrich and Virtue Partner. Out of the total consideration, HK\$3,000,000 was paid as deposit and part payment of the consideration upon the signing of the Sale and Purchase Agreement and the remaining balance of HK\$12,000,000 shall be paid by cash upon completion of the Share Purchase

LETTER FROM THE BOARD

Conditions of the Sale and Purchase Agreement

Completion of the Share Purchase is conditional upon:

- (a) trading in the Shares on GEM not being suspended for a period of more than seven consecutive trading days in the period of 21 days immediately preceding completion of the Share Purchase excluding any suspension for the purposes of clearing any announcement and circular in relation to the Share Purchase and/or the Offer by the regulatory authorities;
- (b) trading in the Shares on GEM not being revoked or withdrawn at any time prior to completion of the Share Purchase;
- (c) there being no indication from the Stock Exchange or the SFC that listing of the Shares will be suspended, revoked or withdrawn at any time after completion of the Share Purchase, whether in connection with any of the transactions contemplated by the Sale and Purchase Agreement, the Subscription Agreement or otherwise;
- (d) completion of the due diligence review of the Group to be conducted by Virtue Partner and that the results of such due diligence review have not revealed or disclosed any matter, fact or circumstance which constitutes or is likely to constitute any material breach of any of the warranties or other provisions of the Sale and Purchase Agreement by Flyrich or the Warrantor;
- (e) the warranties given by Flyrich and the Warrantor under the Sale and Purchase Agreement remaining true and accurate in all material respects;
- (f) all necessary consents and approvals as may be required in respect of the sale of the Sale Shares and the transactions contemplated under the Sale and Purchase Agreement having been obtained by Flyrich and the Warrantor; and
- (g) the Subscription Agreement having become unconditional (save for the condition for the Sale and Purchase Agreement to become unconditional).

Virtue Partner may at any time by notice in writing to Flyrich waive any of the conditions set out above except conditions set out in paragraphs (d), (f) and (g) which are incapable of being waived by Flyrich or Virtue Partner.

Virtue Partner confirmed that the due diligence review of the Group has been conducted and the results of such due diligence review have not revealed or disclosed any matter, fact or circumstance which constitutes or is likely to constitute any material breach of any of the warranties or other provisions of the Sale and Purchase Agreement by Flyrich or the Warrantor.

Condition (g) of the Sale and Purchase Agreement is inter-conditional with condition (i) of the Subscription Agreement. Neither the Sale and Purchase Agreement nor the Subscription Agreement will become unconditional if the other does not become unconditional.

LETTER FROM THE BOARD

In the event that the conditions of the Sale and Purchase Agreement as set out above are not fulfilled or waived by 31 March 2007 (or such other time and date as may be agreed between Flyrich and Virtue Partner), the Sale and Purchase Agreement shall cease and determine and Flyrich shall refund the HK\$3,000,000 paid by Virtue Partner on the signing of the Sale and Purchase Agreement to Virtue Partner and thereafter, neither party shall have any obligations and liabilities thereunder save for any antecedent breaches of the provisions thereof.

Completion of the Sale and Purchase Agreement

Upon compliance with or fulfillment or waiver of all the conditions of the Sale and Purchase Agreement, completion of the Share Purchase shall take place simultaneously with completion of the Subscription. Further announcement will be made upon completion of the Subscription and Share Purchase.

THE SUBSCRIPTION AGREEMENT

Date: 12 January 2007

Issuer: The Company

Subscriber: Virtue Partner

Virtue Partner is an investment holding company incorporated in the British Virgin Islands with limited liability and is wholly and beneficially owned by Mr. Pong. Mr. Pong is the sole director of Virtue Partner. Virtue Partner and its ultimate beneficial owner are third parties independent of and not connected with the Company and its connected persons and are not acting in concert with any Shareholder. Prior to the date of the Subscription Agreement, neither the Company nor any of its subsidiaries has had any business relationships with Virtue Partner and its ultimate beneficial owner.

Warrantor: Mr. Wong

In consideration of Virtue Partner agreeing to enter into the Subscription Agreement, the Warrantor agreed to warrant to Virtue Partner that the warranties in relation to, among other things, the trading, business and financial position of the Company, as contained in the Subscription Agreement are true and accurate in all material respects as at the date of the Subscription Agreement and will continue to be so up to and including completion of the Subscription subject to and upon the terms and conditions of the Subscription Agreement.

LETTER FROM THE BOARD

Subscription Shares

Virtue Partner conditionally agreed to subscribe for, and the Company conditionally agreed to allot and issue, 1,036,794,000 Subscription Shares under the Subscription Agreement. The Subscription Shares represent approximately 135.85% of the existing issued share capital of the Company as at the Latest Practicable Date and approximately 57.60% of the issued share capital of the Company as enlarged by the allotment and issue of the Subscription Shares.

The Subscription Shares, when allotted and issued, will rank *pari passu* in all respects with each other and the Shares then in issue, including the right to receive all future dividends and distributions which may be declared, made or paid by the Company on or after the date of allotment and issue of the Subscription Shares.

As at the Latest Practicable Date, the authorised share capital of the Company was HK\$100,000,000 divided into 10,000,000,000 Shares of HK\$0.01 each.

Subscription Price

The gross amount of the Subscription is HK\$10,367,940, equivalent to HK\$0.01 per Subscription Share which was determined after arm's length negotiations between the Company and Virtue Partner, and with reference to, amongst other things, the financial and trading position of the Group.

The Subscription Price of HK\$0.01 per Subscription Share represents:

- (a) a discount of 87.50% to the closing price of HK\$0.08 per Share as quoted on GEM on the Last Trading Day;
- (b) a discount of 87.75% to the average of the closing prices of HK\$0.0816 per Share for the last five consecutive trading days up to and including the Last Trading Day;
- (c) a discount of 88.56% to the average of the closing prices of HK\$0.0874 per Share for the last ten consecutive trading days up to and including the Last Trading Day;
- (d) a discount of approximately 71.54% to the unaudited consolidated net asset value per Share of approximately HK\$0.03514 as at 30 September 2006 (based on the unaudited consolidated net asset value of the Group of approximately HK\$26,816,000 as at 30 September 2006 as shown in the Company's unaudited interim report for the six months ended 30 September 2006 and 763,206,000 Shares in issue as at the Latest Practicable Date); and
- (e) a discount of approximately 94.01% to the closing price of HK\$0.167 per Share as quoted on GEM on the Latest Practicable Date.

LETTER FROM THE BOARD

Conditions of the Subscription Agreement

Completion of the Subscription is conditional upon:

- (a) the Listing Committee of GEM granting listing of and permission to deal in, the Subscription Shares;
- (b) the Shareholders who are allowed to vote under the GEM Listing Rules approving at the EGM the Subscription Agreement and the transactions contemplated thereunder including the allotment and issue of the Subscription Shares;
- (c) trading in the Shares on GEM not being suspended for a period of more than seven consecutive trading days in the period of 21 days immediately preceding completion of the Subscription excluding any suspension for the purposes of clearing any announcement and circular in relation to the Subscription and the Share Purchase and/or the Offer by the regulatory authorities;
- (d) trading in the Shares on GEM not being revoked or withdrawn at any time prior to completion of the Subscription;
- (e) there being no indication being received from the Stock Exchange or the SFC that the listing of the Shares on GEM will be suspended, revoked or withdrawn at any time after completion of the Subscription, whether in connection with any of the transactions contemplated by the Subscription Agreement or otherwise;
- (f) completion of the due diligence review of the Group to be conducted by Virtue Partner and that the results of such due diligence review have not revealed or disclosed any matter, fact or circumstance which constitutes or is likely to constitute any material breach of any of the warranties or other provisions of the Subscription Agreement by the Company or the Warrantor;
- (g) the warranties given by the Company and the Warrantor remaining true and accurate in all material respects;
- (h) all necessary consents and approvals as may be required to be obtained on the part of the Company in respect of the Subscription and the transactions contemplated under the Subscription Agreement having been obtained by the Company and the Warrantor; and
- (i) the Sale and Purchase Agreement having become unconditional (save for the condition for the Subscription Agreement to become unconditional).

Virtue Partner may at any time by notice in writing to the Company waive conditions in paragraphs (c), (d), (e) and/or (g) as set out above. The conditions in paragraphs (a), (b), (f), (h) and (i) as set out above are incapable of being waived by the Company or Virtue Partner.

LETTER FROM THE BOARD

Virtue Partner confirmed that the due diligence review of the Group has been conducted and the results of such due diligence review have not revealed or disclosed any matter, fact or circumstance which constitutes or is likely to constitute any material breach of any of the warranties or other provisions of the Subscription Agreement by the Company or the Warrantor.

Condition (i) of the Subscription Agreement is inter-conditional with condition (g) of the Sale and Purchase Agreement. Neither Sale and Purchase Agreement nor the Subscription Agreement will become unconditional if the other does not become unconditional.

In the event that the conditions of the Subscription Agreement as set out above are not fulfilled or waived by 31 March 2007 (or such other time and date as may be agreed between the Company and Virtue Partner in writing), the Subscription Agreement shall cease and determine and thereafter, neither party shall have any obligations and liabilities thereunder save for any antecedent breaches of the provisions thereof.

Completion

Subject to the conditions of the Subscription Agreement being fulfilled or, as the case may be, waived by Virtue Partner, completion of the Subscription will take place on the Completion Date and simultaneously with the completion of the Share Purchase. Further announcement will be made upon completion of the Subscription and Share Purchase.

Reasons for the Subscription and use of proceeds

The net proceeds from the Subscription of approximately HK\$9.4 million, after deduction of related expenses, will be used as general working capital of the Group and for future investments of the Company if opportunity arises. As at the Latest Practicable Date, no suitable investment has been identified nor has there been any concrete plan or arrangement made.

The terms of the Subscription Agreement were arrived at after arm's length negotiations between the parties thereto having taking into account, among other things, (i) the unaudited net asset value per Share of approximately HK\$0.03514 as at 30 September 2006, (ii) the competitive environment of the retail and wholesale of bags and accessories business in which the Group is currently engaged in Hong Kong, Taiwan, China and Singapore as well as the prospects of the trading of used computers, (iii) the low liquidity of the Shares, and (iv) any future investments if opportunity arises, notwithstanding that no suitable investment or concrete plan or arrangement has been identified at present.

According to the unaudited interim report of the Company for the six months ended 30 September 2006, the Group recorded a net loss of approximately HK\$1.55 million. Given that the Group operates in an increasingly competitive environment and that it has incurred losses for two consecutive financial years, the Company faces difficulties in procuring new bank financing.

LETTER FROM THE BOARD

As any worsening financial position of the Company would also make the Company less appealing to potential investors and in light of the current buoyant and robust market condition, the Directors consider that the present injection of capital by way of Subscription is a good opportunity for the Company to boost its financial position.

Notwithstanding that the Subscription Price per Share of HK\$0.01 represents a discount to the average closing price of the Shares and the unaudited consolidated net asset value per Share as at 30 September 2006 as described in the paragraph headed "Subscription Price" of this circular, the Directors consider that the opportunity to raise new equity funding for the Group outweighs the dilutive effect to the existing shareholding, net tangible assets and future earnings (if any) of the Group following completion of the Subscription.

Accordingly, the Directors are of the view that the terms of the Subscription Agreement are entered into upon normal commercial terms following arm's length negotiations among the parties thereto and that the terms of the Subscription are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

FUND RAISING ACTIVITIES OF THE COMPANY

The following table summaries the capital raising activities of the Group in the last 12 months immediately before the date of the Joint Announcement up to the Latest Practicable Date:

Date of announcement	Event	Net proceeds (approximately)	Intended use of proceeds	Actual use of proceeds as at the Latest Practicable Date
25 May 2006	Open offer of new shares	HK\$13.46 million	HK\$12.46 million for suitable investments to be made promptly as and when opportunities arise, and the balance of approximately HK\$1.0 million towards the general working capital of the Group	HK\$5.7 million and HK\$2.6 million had been used for acquisition of computer business and general working capital of the Group, respectively. The remaining balance of HK\$5.16 million had not been utilized yet

POSSIBLE MANDATORY UNCONDITIONAL CASH OFFER

Virtue Partner and parties acting in concert with it do not own or over which it has control or direction in any Shares or any other securities of the Company immediately prior to the entering into of the Sale and Purchase Agreement and the Subscription Agreement. Save for the Share Purchase and the Subscription, Virtue Partner and parties acting in concert with it have not dealt in any Shares or any other securities of the Company within six months immediately prior to the date of the Sale and Purchase Agreement and

LETTER FROM THE BOARD

the Subscription Agreement and up to the Latest Practicable Date. Immediately after completion of the Share Purchase and the Subscription, Virtue Partner and parties acting in concert with it will own in aggregate 1,342,794,000 Shares, representing about 74.60% of the issued share capital of the Company as enlarged by the allotment and issue of the Subscription Shares. Accordingly, Virtue Partner will be required under Rule 26.1 of the Takeovers Code to make a mandatory unconditional cash offer for all the issued Shares (other than those Shares already owned or agreed to be acquired by Virtue Partner and parties acting in concert with it) immediately after completion of the Share Purchase and the Subscription.

As at the Latest Practicable Date, there are 763,206,000 Shares in issue. Taking into account the 306,000,000 Shares to be held by Virtue Partner and parties acting in concert with it upon completion of the Share Purchase and the Subscription, 457,206,000 Offer Shares will be subject to the Offer.

As at the Latest Practicable Date, there are no options, derivatives, warrants or other securities in issue convertible or exchangeable into Shares.

As at the Latest Practicable Date, save for the Sale and Purchase Agreement and Subscription Agreement (i) there are no arrangements (whether by way of option, indemnity or otherwise.) in relation to Shares of the Offeror or the Company which might be material to the Offer; and (ii) there are no agreements or arrangements to which the Offeror is a party which relate to circumstances in which it may or may not invoke or seek to invoke a pre-condition or a condition to the Offer.

The Offer will be made on the terms set out below.

Principal terms of the Offer

Kingston Securities will, on behalf of Virtue Partner, make the Offer in compliance with the Takeovers Code on the following basis:

for each Offer ShareHK\$0.04902 in cash

Pre-conditions of the Offer

Shareholders and potential investors should be aware of and take note that the Sale and Purchase Agreement and the Subscription Agreement are conditional upon the satisfaction or waiver of a number of conditions as set out under the paragraphs headed "Conditions of the Sale and Purchase Agreement" and "Conditions of the Subscription Agreement" in this circular and that the making of the Offer is subject to completion of the Share Purchase and the Subscription. Accordingly, the Share Purchase and the Subscription may or may not proceed and the Offer may or may not be made. Shareholders and potential investors are advised to exercise caution when dealing in the Shares.

LETTER FROM THE BOARD

Comparison of value

The price of HK\$0.04902 for each Offer Share is the same as the consideration for each Share acquired under the Sale and Purchase Agreement and such price represents:

- (a) a discount of approximately 38.73% to the closing price of HK\$0.08 per Share as quoted on GEM on the Last Trading Day;
- (b) a discount of approximately 39.93% to the average closing price of approximately HK\$0.0816 per Share for the last five consecutive trading days up to and including the Last Trading Day;
- (c) a discount of approximately 43.91% to the average closing price of approximately HK\$0.0874 per Share for the last ten consecutive trading days up to and including the Last Trading Day;
- (d) a premium of approximately 39.50% over the unaudited consolidated net asset value per Share of approximately HK\$0.03514 as at 30 September 2006 (based on the unaudited consolidated net asset value of the Group of approximately HK\$26,816,000 as at 30 September 2006 as shown in the Company's unaudited interim report for the six months ended 30 September 2006 and 763,206,000 Shares in issue as at the Latest Practicable Date); and
- (e) a discount of approximately 70.65% to the closing price of HK\$0.167 per Share as quoted on GEM on the Latest Practicable Date.

Total consideration

As at the Latest Practicable Date, there were 763,206,000 Shares in issue. There were no options, derivatives, warrants or other securities in issue convertible or exchangeable into Shares as at the Latest Practicable Date.

Upon completion of the Share Purchase and the Subscription, there will be 1,800,000,000 Shares in issue. Based on the offer price of HK\$0.04902 per Offer Share, the entire issued share capital of the Company immediately after completion of the Share Purchase and the Subscription is valued at HK\$88,236,000 and the 457,206,000 Offer Shares are valued at HK\$22,412,238.12 accordingly.

The aggregate consideration for the Offer will be wholly financed by the internal financial resources of Virtue Partner and parties acting in concert with it. Both Kingston Corporate Finance and Kingston Securities are satisfied that there are sufficient financial resources available to Virtue Partner to satisfy full acceptance of the Offer.

LETTER FROM THE BOARD

Effect of accepting the Offer

By accepting the Offer, the accepting Shareholders will sell their Shares and all rights attached to them, including the rights to receive all future dividends and distribution declared, made or paid on or after the posting of the offer document.

Settlement of the consideration

Stamp duty at a rate of HK\$1 for every HK\$1,000 (or part of thereof) of the amount payable in respect of relevant acceptances by the Shareholders, or the market value of the Shares, whichever is greater, will be deducted from the amount payable to the Shareholders who have accepted the Offer in the event the Offer materialised. Virtue Partner will then pay such stamp duty deducted to the stamp office of the Inland Revenue Department of Hong Kong on behalf of such Shareholders who have accepted the Offer.

Payment in cash in respect of acceptances of the Offer will be made within 10 days from the receipt of duly completed form of acceptance.

INFORMATION ON THE COMPANY

The Company is an investment holding company and its Shares are listed on GEM with its subsidiaries principally engaged in the retail and wholesale of bags and accessories and trading of used computers. The bags sold by the Group consist principally of business bags, sports bags, backpacks, handbags and wallets. The accessories sold by the Group include belts, watches, spectacles and umbrellas. The used computers traded by the Group include PC, laptops and computer parts (such as RAM modules, LCD panels, hard disks, DVDROMs, plastic covers, keyboards and etc.).

Based on the unaudited interim report of the Company, the unaudited net loss of the Group for the six months ended 30 September 2006 was approximately HK\$1.55 million and the unaudited consolidated net asset value of the Group as at 30 September 2006 was approximately HK\$26.82 million. The audited consolidated net loss attributable to equity holders of the Group for the years ended 31 March 2006 and 31 March 2005 were approximately HK\$5.36 million and HK\$10.05 million respectively. As at 31 March 2006, the audited consolidated net asset value of the Group was approximately HK\$8.35 million.

INFORMATION ON VIRTUE PARTNER

Virtue Partner is an investment holding company incorporated in the British Virgin Islands with limited liability and is wholly and beneficially owned by Mr. Pong. Mr. Pong is the sole director of Virtue Partner. Virtue Partner and its ultimate beneficial owner are third parties independent of the Company and its connected persons. Other than the entering into of the Sale and Purchase Agreement and the Subscription Agreement, Virtue Partner has not conducted any business since its incorporation.

LETTER FROM THE BOARD

The sole owner of Virtue Partner, Mr. Pong, aged 37, is the founder and chief executive officer of EVI Education Asia Limited (Stock code: 8090) the principal businesses of which are selling and installation of computer hardware and software, provision of computer training services and provision of internet education services. Mr. Pong holds a bachelor's degree in Applied Science from the University of British Columbia. He also held various positions in a number of charity organizations in Hong Kong. Before founding EVI Education Asia Limited, he had held various senior management positions with various local and international securities houses and a multinational company.

INTENTION OF VIRTUE PARTNER REGARDING THE GROUP

It is the intention of Virtue Partner that the existing principal activities of the Group will remain unchanged immediately after the close of the Offer. Virtue Partner has no intention to dispose of or re-deploy the assets of the Group other than in the ordinary course of business and to inject its assets into the Group. Following completion of the Share Purchase and the Subscription and following the close of the Offer, Virtue Partner intends to conduct a review of the Group's financial position and operations with a view to broadening and expanding the scope of business of the Group and will formulate long-term strategies and plans for the Group. Upon completion of the Offer, it is expected that by virtue of the experience of Mr. Pong in finance and capital market along with his business and personal network, more business opportunities would be brought to the existing business of the Group by Virtue Partner.

PROPOSED CHANGE OF BOARD COMPOSITION OF THE COMPANY

Currently, the Board comprises three executive Directors and three independent non-executive Directors. As at the Latest Practicable Date, the Company's executive Directors are Mr. Wong Wing Cheung, Peter, Mr. Chan Man Yin and Mr. Chan Francis Ping Kuen and the Company's independent non-executive Directors are Mr. Lee Kun Hung, Mr. Wong Hou Yan, Norman and Mr. Cheung Chi Hwa, Justin. The three executive Directors intend to resign upon the close of the Offer. The appointment of new executive Directors will not take effect earlier than the date of posting of the composite offer document to be jointly issued by the Company and Virtue Partner in connection with the Offer in compliance with Rule 26.4 of the Takeovers Code. The resignation of the existing executive Directors will take effect in full compliance of Rule 7 of the Takeovers Code. Further announcement(s) will be made upon the appointment and resignation of the Directors in compliance of the GEM Listing Rules and the Takeovers Code.

LETTER FROM THE BOARD

SHAREHOLDING STRUCTURE OF THE COMPANY

The following table sets out the shareholding structure of the Company (i) as at the Latest Practicable Date, (ii) immediately after completion of the Share Purchase and the Subscription and before the close of the Offer:

	As at the Latest Practicable Date		Immediately after completion of the Share Purchase and Subscription and before the close of the Offer	
	<i>No. of Shares</i>	<i>Approximate (%)</i>	<i>No. of Shares</i>	<i>Approximate (%)</i>
Executive Directors:				
– Mr. Wong (<i>Note 1</i>)	306,000,000	40.09	–	–
– Mr. Chan Francis Ping Kuen (<i>Note 2</i>)	6,900,000	0.90	–	–
– Mr. Chan Man Yin (<i>Note 2</i>)	6,900,000	0.90	–	–
Virtue Partner and parties acting in concert with it	–	–	1,342,794,000	74.60
Other public Shareholders	443,406,000	58.11	457,206,000	25.40
Total	763,206,000	100.00	1,800,000,000	100.00

Notes:

1. The Shares are beneficially owned by Flyrich, a company wholly owned by Mr. Wong.
2. Mr. Chan Francis Ping Kuen and Mr. Chan Man Yin, being the executive Directors, intended to dispose of all the Shares held by them before the completion of the Share Purchase and the Subscription, for details, please refer to the section headed "Maintaining the listing status of the Company".

MAINTAINING THE LISTING STATUS OF THE COMPANY

Virtue Partner has no intention to privatize the Company. Virtue Partner intends that the Company will remain listed on GEM after completion of the Share Purchase and the Subscription and the close of the Offer. As at the Latest Practicable Date, Mr. Chan Francis Ping Kuen and Mr. Chan Man Yin, being the executive Directors, intended to dispose of all the Shares held by them, representing 13,800,000 Shares or about 1.8% of the existing issued share capital of the Company (0.76% of enlarged capital of the Company after completion of the Subscription) before the completion of the Share Purchase and the

LETTER FROM THE BOARD

Subscription in a manner in compliance with the GEM Listing Rules and Takeovers Code. Immediately after completion of the Share Purchase and the Subscription, the public float will be not less than 25%.

The Stock Exchange has stated that if, at the close of the Offer, less than the minimum prescribed percentage applicable to the Company, being 25% of the Shares, are held by the public or if the Stock Exchange believes that:

- a false market exists or may exist in the trading of the Shares; or
- there are insufficient Shares in public hands to maintain an orderly market;

it will consider exercising its discretion to suspend trading in the Shares. It should be noted that in the event that less than 25% of the Shares are held by the public immediately after the close of the Offer, the Company will make an application to the Stock Exchange for suspension of trading in the Shares until a sufficient public float in the Shares has been restored and the Company will make an appropriate announcement accordingly.

The Stock Exchange has also stated that, if the Company remains a listed company, any further injection of assets into or disposal of assets of the Company will be subject to the provisions of the GEM Listing Rules. Pursuant to the GEM Listing Rules, the Stock Exchange has the discretion to require the Company to issue a circular to the Shareholders where any acquisition or disposal by the Company is proposed, irrespective of the size of such acquisition or disposal and in particular when such proposed transactions represent a departure from the principal activities of the Company. The Stock Exchange also has the power pursuant to the GEM Listing Rules to aggregate a series of acquisition or disposal and any such acquisition or disposal may, in any event result in the Company being treated as if it were a new applicant for listing and subject to the requirements for new applicants as set out in the GEM Listing Rules.

EGM

The notice convening the EGM is set out on pages 22 to 23 of this circular for the purpose of considering and, if thought fit, passing the ordinary resolution set out therein.

A form of proxy for use at the EGM is enclosed with this circular. Whether or not you intend to be present at the EGM, you are requested to complete the form of proxy and return the same to the Company's Hong Kong branch share registrar, Tengis Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong in accordance with the instructions printed thereon as soon as possible and in any event not less than 48 hours before the time appointed for the holding of EGM. Completion and return of the form of proxy will not preclude you from attending and voting at EGM or any adjournment thereof if you so wish.

LETTER FROM THE BOARD

Save that Flyrich and the Warrantor, being parties to the Sale and Purchase Agreement (which is inter-conditional with the Subscription Agreement), who are required to abstain from voting at the EGM, none of the Shareholders has a material interest in the transaction contemplated under the Subscription Agreement who will be required to abstain from voting at the EGM.

An announcement with respect to the results of the EGM will be made following the EGM.

PROCEDURE FOR DEMANDING A POLL

Pursuant to Article 66 of the articles of association of the Company (the “Articles”), at any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is demanded (i) by the chairman of the meeting; or (ii) by at least three Shareholders present in person (or in the case of a Shareholder being a corporation by its duly authorised representative) or by proxy for the time being entitled to vote at the meeting; or (iii) by a Shareholder or Shareholders present in person (or in the case of a Shareholder being a corporation by its duly authorised representative) or by proxy and representing not less than one-tenth of the total voting rights of all Shareholders having the right to vote at the meeting; or (iv) by a Shareholder or Shareholders present in person (or in the case of a Shareholder being a corporation by its duly authorised representative) or by proxy and holding Shares in the Company conferring a right to vote at the meeting being Shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all Shares conferring that right.

Pursuant to Article 66A of the Articles, notwithstanding any other provisions in the Articles, if the aggregate proxies held by (i) the chairman of a particular meeting, and/or (ii) the Directors, account for five (5) per cent or more of the total voting rights at that meeting, and if on a show of hands in respect of any resolution, the meeting votes in the opposite manner to that instructed in those proxies, the chairman of the meeting and/or any Director holding proxies as aforesaid shall demand a poll.

RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, have made all reasonable enquiries, confirm that, to the best of their knowledge and belief:

- (a) the information contained in this circular (other than those in relation to Virtue Partner, the terms and conditions of the Offer and Virtue Partner’s intention regarding the Group) is accurate and complete in all material respects and not misleading;

LETTER FROM THE BOARD

- (b) there are no other matters the omission of which would make any statement in this circular (other than those in relation to Virtue Partner, the terms and conditions of the Offer and Virtue Partner's intention regarding the Group) misleading; and
- (c) all opinions expressed in this circular (other than those in relation to Virtue Partner, the terms and conditions of the Offer and Virtue Partner's intention regarding the Group) have been arrived at after due and careful consideration and are founded on the bases and assumptions that are fair and reasonable.

The information contained in this circular relating to Virtue Partner, the terms and conditions of the Offer and Virtue Partner's intention regarding the Group have been extracted from the Joint Announcement. The Directors, as regards the aforesaid information relating to Virtue Partner, the terms and conditions of the Offer and Virtue Partner's intention regarding the Group so compiled in the Joint Announcement, jointly and severally take responsibility for the correctness and fairness of its reproduction or presentation.

GENERAL

Application for listing

Application will be made by the Company to the GEM Listing Committee for the listing of, and permission to deal in, the Subscription Shares. The Company understands that any grant of the listing of the Subscription Shares will be conditional upon the Company maintaining a sufficient public float in the Shares upon the close of the Offer.

Composite offer document

Pursuant to Rule 8.2 of the Takeovers Code, an offer document in relation to the Offer should normally be despatched by or on behalf of Virtue Partner within 21 days of the date of the Joint Announcement or such other date as the Executive may approve. The Company is required to despatch a response document in relation to the Offer to the Shareholders within 14 days of the posting of the offer document in accordance with Rule 8.4 of the Takeovers Code. Virtue Partner and the Company intend to combine the offer document with the response document from the Company in a composite offer document.

Given that the Subscription is conditional upon, among others, the passing of an ordinary resolution by the Shareholders at the EGM, an application will be made by Virtue Partner to the Executive for a waiver pursuant to Rule 8.2 of the Takeovers Code to postpone the despatch of the composite offer document containing the details of the terms of the Offer and the accompanying form of acceptance and transfer in respect of the Offer to the Shareholders to a date falling within seven days after the fulfillment of the conditions of the Subscription Agreement. It is expected that the composite offer document will be despatched on or before 10 April 2007.

LETTER FROM THE BOARD

Details of the expected timetable relating to the Offer will be announced by the Company and Virtue Partner jointly on or before the despatch of the composite offer document.

Warning: The Offer is a possibility only

Shareholders and potential investors should be aware of and take note that the Sale and Purchase Agreement and the Subscription Agreement are conditional upon the satisfaction or waiver of a number of conditions as set out under the paragraphs headed “Conditions of the Sale and Purchase Agreement” and “Conditions of the Subscription Agreement” in this circular and that the making of the Offer is subject to completion of the Share Purchase and the Subscription. Accordingly, the Share Purchase and the Subscription may or may not proceed and the Offer may or may not be made. Shareholders and potential investors are advised to exercise caution when dealings in the Shares.

Yours faithfully,
By order of the board of
FX Creations International Holdings Limited
Wong Wing Cheung, Peter
Chairman

NOTICE OF EGM



FX CREATIONS INTERNATIONAL HOLDINGS LIMITED

豐盛創意國際控股有限公司*

(proposed to be renamed as Maxitech International Holdings Limited)

(建議更名為全美國際控股有限公司)*

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 8136)

NOTICE IS HEREBY GIVEN that an extraordinary general meeting (the “EGM”) of the shareholders of FX Creations International Holdings Limited (the “Company”) will be held at 14/F., Printing House, 6 Duddell Street, Central, Hong Kong on Thursday, 22 February 2007 at 11:00 a.m. for the purpose of considering and, if thought fit, passing with or without amendments, the following resolution as an ordinary resolution of the Company:

ORDINARY RESOLUTION

“**THAT** subject to and conditional upon the fulfillment or waiver of the terms and conditions set out in the subscription agreement (the “**Subscription Agreement**”) dated 12 January 2007 entered into among the Company as issuer, Virtue Partner Group Limited (“**Virtue Partner**”) as subscriber and Mr. Wong Wing Cheung, Peter as warrantor (a copy of the Subscription Agreement having been produced to the EGM and marked “A” and initialled by the chairman of the EGM for the purpose of identification), the terms and the entering into of the Subscription Agreement in relation to the issue of 1,036,794,000 new shares of nominal value of HK\$0.01 each in the share capital of the Company (the “**Subscription Shares**”) by the Company to Virtue Partner and the transactions contemplated thereunder (including but not limited to the allotment and issue of the Subscription Shares to Virtue Partner) be and are hereby approved, confirmed and ratified and that the directors of the Company be and are generally authorised to do all such acts and things and execute all such documents, including under seal where applicable, as they consider necessary or expedient to give effect to the Subscription Agreement (including but not limited to the allotment and issue of the Subscription Shares to Virtue Partner) and the transactions contemplated thereunder.”

By order of the board of
FX Creations International Holdings Limited
Wong Wing Cheung, Peter
Chairman

Hong Kong, 5 February 2007

* For identification purposes only

NOTICE OF EGM

Registered office:

Cricket Square
Hutchins Drive
P.O. Box 2681
Grand Cayman KY1-1111
Cayman Islands

***Head office and principal place of
business in Hong Kong:***

Room 806B, 8/F
Nanyang Plaza
57 Hung To Road
Kwun Tong
Kowloon
Hong Kong

Notes:

1. A member entitled to attend and vote at the EGM is entitled to appoint one or more proxy to attend and, subject to the provisions of the articles of association of the Company, to vote on his/her/its behalf. A proxy need not be a member of the Company but must be present in person at the EGM to represent the member. If more than one proxy is so appointed, the appointment shall specify the number and class of shares in respect of which each such proxy is so appointed.
2. A form of proxy for use at the EGM is enclosed with the circular of the Company dated 5 February 2007. Whether or not you intend to attend the EGM in person, you are encouraged to complete and return the form of proxy in accordance with the instructions printed thereon. Completion and return of the form of proxy will not preclude a member from attending in person and voting at the EGM or any adjournment thereof, should he/she/it so wish.
3. In order to be valid, the form of proxy, together with a power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of such power or authority must be deposited at the Company's branch share registrar in Hong Kong, Tengis Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, not less than 48 hours before the time appointed for holding the EGM or any adjournment thereof.
4. In the case of joint registered holders of shares, any one of such joint holders may vote at the EGM, either personally or by proxy, in respect of such share as if he/she/it was solely entitled thereto, but if more than one of such joint holders are present at the EGM personally or by proxy, that one of the said persons so present whose name stands first on the register of members of the Company in respect of such shares shall alone be entitled to vote in respect thereof.