

Form 51-102F3

MATERIAL CHANGE REPORT

Item 1 Name and Address of Company

EAGLE I CAPITAL CORPORATION
("Eagle I" or the "Company")
Suite 900 - 595 Howe Street
Vancouver, BC V6C 2T5

Item 2 Date of Material Change

March 31, 2011

Item 3 News Release

The Company's news release was disseminated on April 4, 2011

Item 4 Summary of Material Change

The Company has entered into several definitive agreements that will enable it to acquire certain Howard's Brand assets from International Provisions, Inc.

Item 5 Full Description of Material Change

The Company has entered into several definitive agreements that will enable it to acquire certain Howard's Brand assets from International Provisions, Inc. ("International").

The Company will acquire 100% of the issued and outstanding stock of Eagle Acquisition II, Inc. ("Eagle Acquisition II") for nominal consideration, not to exceed US\$10 from Barry Atkins, the Company's President and CEO pursuant to an agreement between Eagle I and Atkins dated March 31, 2011. Eagle Acquisition II has entered into a definitive agreement dated March 18, 2011, ("Agreement"), to acquire certain Howard's Brand assets from International. Upon the closing as detailed below, Eagle Acquisition II will become a wholly owned subsidiary of the Company.

Eagle Acquisition II's current liabilities total US\$359,380. All of the Eagle Acquisition II liabilities are for expenditures directly related to the International transaction. Upon closing US\$104,500 of the liabilities will be converted into equity of the Company at C\$0.20 per share plus a warrant for an additional 261,000 shares at C\$0.37 per share. The warrant will have a one year term. Eagle Acquisition II has no operations or liabilities that are not related to the Howard's Brands acquisition.

Pursuant to the Agreement, Eagle Acquisition II will acquire the ownership rights to certain Howard's brand products and the distribution agreements related to the brands acquired. The Howard's Brand assets to be acquired by the Company generated gross revenues in excess of US\$6,600,000 for the 12 months ended December 31, 2010. The consideration to

be paid for the asset acquisition is US\$3,244,000 structured as follows: (i) on closing a cash payment of US\$500,000 paid by April 18, 2011; (ii) a cash payment of US\$500,000 to be paid by September 19, 2011; (iii) a convertible promissory note in the principal amount of US\$2,244,000. Such note is to be recast as of January 1, 2012 at 52% of 2011 net sales (gross sales less returns and allowances in accordance with GAAP on accrual basis) sales of Howard's pork skins and chicken skins products by International and Eagle Acquisition II. The interest rate of the promissory note is 8% per annum. The promissory note payments are based upon a 60 month amortization schedule with a balloon payment at the end of year two. The promissory note may be converted, at International Provision's option, into common stock of the Company at C\$0.50 per share during the first year and the average 10 day price of the Company's stock, immediately prior to conversion, during the second year. At the end of 2011, International will also receive a warrant that will entitle it to purchase 722,000 shares of the Company's common stock at a price of C\$0.50 per share. The warrant will have a two year term.

The acquisition of the Howard's brand assets will close upon the payment of the initial \$500,000 payment. Upon the closing; (i) Eagle Acquisition II will assume sole responsibility for the sales and marketing of the Howard's Brands acquired; (ii) Eagle Acquisition II and International have agreed to enter into an exclusive long-term manufacturing and supply agreement pursuant to which International will continue to manufacture the Howard's Brand products for Eagle Acquisition II; (iii) Eagle Acquisition II and International have agreed to enter into a royalty agreement pursuant to which International will receive royalty payments for any new products developed by International that are sold under the Howard's brand by Eagle Acquisition II. The Manufacturing and Supply Agreement and the Royalty Agreement will become effective upon the closing.

Completion of the proposed transactions are subject to certain conditions, including any TSX-V approvals, the completion of any necessary regulatory approvals in respect of the proposed transaction, and such other closing conditions as may be specified in the Agreement. There can be no assurance that the proposed transactions will be completed as proposed or at all.

Investors are cautioned that, except as disclosed in the management information circular or filing statement to be prepared in connection with the proposed transaction, any information released or received with respect to the Proposed Transaction may not be accurate or complete and should not be relied upon. Trading in the securities of Eagle I should be considered highly speculative.

Item 6 Reliance on subsection 7.1(2) or (3) of National Instrument 51-102

Not applicable.

Item 7 Omitted Information

Not applicable.

Item 8 Executive Officer

Barry Atkins, President & Chief Executive Officer, at 480.203.6783

Item 9 Date of Report

April 4, 2011