SECOND AMENDMENT DATED AS OF FEBRUARY 27, 2009 TO THE ACQUISITION AGREEMENT DATED DECEMBER 23, 2008 AS AMENDED BY A FIRST AMENDMENT DATED JANUARY 26, 2009.

BETWEEN: **4491157 CANADA INC.**, a corporation incorporated under the laws of Canada

(the "**Purchaser**");

AND: **TANGARINE PAYMENT SOLUTIONS CORP.**, a corporation incorporated under the laws of Canada

("**Tangarine**");

WHEREAS the Purchaser and Tangarine entered into an acquisition agreement dated December 23, 2008, as amended by a first amendment dated January 26, 2009 (the "**Acquisition Agreement**");

AND WHEREAS the Purchaser and Tangarine wish to further amend the Acquisition Agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. AMENDMENT TO ACQUISITION AGREEMENT

1.1 The reference to "February 27, 2009" in the definition of "Outside Date" in Section 1.1 of the Acquisition Agreement is hereby deleted and replaced by "March 13, 2009".

1.2 Section 7.4(3) of the Acquisition Agreement is hereby deleted and replaced by the following text:

"Purchaser shall pay, or cause to be paid, to Tangarine an amount of $500,000 (the "**Reverse Break Fee**"), if (i) on or after March 13, 2009, all the conditions set forth in Sections 6.1 and 6.2 have been satisfied and the Agreement is terminated by Tangarine pursuant to Section 8.2(4)(ii) or if (ii) on or after March 13, 2009, the Agreement is terminated by Tangarine pursuant to Section 8.2(4)(ii) and at the time of such termination there is no state of facts or circumstances that would reasonably be expected to cause the conditions set forth in Sections 6.1 and 6.2 not to be satisfied on or prior to the Effective Time."

1.3 The following section is hereby inserted after Section 7.1(3):

"(4) Notwithstanding the foregoing, if on or after March 13, 2009, the Purchaser is in breach of any of its representations, warranties, covenants or agreements contained in this Agreement, the cure period provided in Section 7.1(2) shall be ten calendar days instead of fifteen business days; provided that, for greater certainty, the cure period shall not, in any circumstance, expire before March 23, 2009."

2. MISCELLANEOUS

2.1 This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.

2.2 This Second Amendment is declared to be supplemental to the Acquisition Agreement. Except as specifically amended hereby, all the terms and conditions contained in the Acquisition Agreement are and shall remain in full force and effect, unamended.

3. GOVERNING LAW

This Second Amendment shall be governed, construed and interpreted in accordance with the laws applicable in the Province of Ontario and the federal laws of Canada applicable therein.

[*signature page follows*]

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first written above.

4491157 CANADA INC.

By: "Marianne Tawa"

Name: Marianne Tawa
Title: Corporate Counsel

TANGARINE PAYMENT SOLUTIONS CORP.

By: "Fraser Elliott"

Name: Fraser Elliott
Title: Chief Financial Officer