

EXHIBIT "A"

(Amendment No. 2)

**AMENDMENT NO. 2
TO
SECOND AMENDED AND RESTATED
CREDIT AGREEMENT (DEBTOR-IN-POSSESSION)**

This Amendment No. 2 to Second Amended and Restated Credit Agreement (Debtor-In-Possession) (this "Amendment"), dated as of December 31, 2008 (the "Effective Date"), amends that certain Second Amended and Restated Credit Agreement (Debtor-In-Possession), dated as of August 27, 2008 (including all exhibits and schedules thereto, and as the same has been amended, modified, supplemented, extended, renewed, restated, or otherwise replaced through but not including the date hereof, the "Agreement"), by and among the financial institutions from time to time parties thereto (such financial institutions, together with their respective successors and assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), Bank of America, N.A., with an office at 55 South Lake Avenue, Suite 900, Pasadena, California 91101, as administrative agent for the Lenders (in its capacity as agent, the "Agent"), and Cadence Innovation LLC, a Delaware limited liability company, formerly known as New Venture Holdings, LLC, with offices at 6555 15 Mile Road, Sterling Heights, Michigan 48312 ("Parent"), and those Subsidiaries of Parent from time to time party thereto (Parent and each such Subsidiary, individually a "Borrower", and collectively, the "Borrowers"), each as a debtor and a debtor-in-possession under chapter 11 of the Bankruptcy Code ("Borrower"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

RECITALS

WHEREAS, Borrowers, Lenders and Agent have entered into the Agreement;

WHEREAS, as set forth in that certain Notice of Default dated December 17, 2008 from Agent to Parent, certain Events of Default have occurred and are existing under the Agreement ("Default Notice");

WHEREAS, as set forth in the Default Notice, neither Agent nor any Lender has been required to make any loans and other financial accommodations under the Agreement since the date of the first such Event of Default and, to the extent they have been or hereafter are made it is only in the Lenders' exercise of their sole and absolute discretion;

WHEREAS, Borrowers have requested that Lenders and Agent continue to make Revolving Loans after the December 31, 2008 Stated Revolver Termination Date set forth in the Agreement ;

WHEREAS, Lenders and Agent are willing to extend Stated Revolver Termination Date subject to the terms and conditions set forth herein and the Default Notice; and

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Agent, Lenders and Borrowers hereby agree as follows.

A G R E E M E N T

Section 1. Amendments.

A. The definition of "Stated Revolver Termination Date" set forth in Annex A to the Agreement is hereby amended in its entirety to read as follows:

"Stated Revolver Termination Date' means the earliest to occur of (i) January 9, 2009, (ii) the date this Agreement is terminated either by Borrowers pursuant to Section 3.2 or by the Agent pursuant to Section 9.2, and (iii) the date this Agreement is otherwise terminated for any reason whatsoever pursuant to the terms of this Agreement."

B. The definition of "Maximum Revolver Amount" set forth in Annex A to the Agreement is hereby amended in its entirety to read as follows:

"Maximum Revolver Amount' means \$15,000,000."

Section 2. Additional Reporting. Borrowers agree that on or before Wednesday, January 7, 2008, Borrowers shall deliver a wind down budget, in form, substance and duration acceptable to Agent. Failure to deliver such information as set forth above, on or before such date, shall be an immediate Event of Default without the benefit of any grace or cure periods.

Section 3. Conditions. The effectiveness of this Amendment is subject to the satisfaction of the following conditions precedent:

A. Amendment. A fully executed copy of this Amendment signed by the Borrowers and the Lenders, shall be delivered to the Agent;

B. Bankruptcy Court Approval. Borrowers shall have obtained the approval of the Bankruptcy Court for the execution of this Amendment and terms herein as required under section 1.3.3 of the Final Financing Order, pursuant to an order, in form and substance acceptable to Agent.

C. Other Documents. The Borrowers shall have executed and delivered to the Agent such other documents and instruments as the Agent may reasonably require in furtherance of this Amendment.

Section 4. Miscellaneous.

A. Survival of Representations and Warranties. All representations and warranties made in the Agreement or any other document or documents relating thereto, including, without limitation, any Loan Document furnished in connection with this Amendment, shall survive the execution and delivery of this Amendment and the other Loan Documents, and no investigation by Agent or Lenders or any closing shall affect the representations and warranties or the right of Agent or Lenders to rely thereon.

B. Reference to Agreement. The Agreement, the Default Notice, each of the Loan Documents, and any and all other agreements, documents or instruments now or hereafter executed and delivered pursuant to the terms hereof, or pursuant to the terms of the Agreement

as amended hereby, are hereby amended so that any reference therein to the Agreement shall mean a reference to the Agreement as amended hereby.

C. Agreement Remains in Effect. The Agreement and the Loan Documents, as amended hereby, remain in full force and effect and each Borrower ratifies and confirms its agreements and covenants contained therein. Each Borrower hereby confirms that other than as set forth in the Default Notice, no Event of Default or Default exists as of the date of this Amendment, nor will a Default or Event of Default arise as a result of the effectiveness of this Amendment.

D. Default Notice. The Default Notice remains in full force and effect and none of the terms hereof shall be deemed to amend any provisions of the Default Notice or act as a waiver of the Events of Default identified in the Default Notice or any other Default or Event of Default.

E. Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

F. APPLICABLE LAW. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICT OF LAWS PROVISIONS PROVIDED THAT PERFECTION ISSUES WITH RESPECT TO ARTICLE 9 OF THE UCC MAY GIVE EFFECT TO APPLICABLE CHOICE OR CONFLICT OF LAW RULES SET FORTH IN ARTICLE 9 OF THE UCC) OF THE STATE OF CALIFORNIA.

G. Successors and Assigns. This Amendment is binding upon and shall inure to the benefit of Agent, the Lenders, and the Borrowers and their respective successors and assigns; provided, however, that no Borrower may assign or transfer any of its rights or obligations hereunder without the prior written consent of the Lenders.

H. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.


I. Headings. The headings, captions and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment.

J. NO ORAL AGREEMENTS. THIS AMENDMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS AS WRITTEN, REPRESENTS THE FINAL AGREEMENT AMONG THE AGENT, THE LENDERS, AND THE BORROWERS AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE AGENT, THE LENDERS, AND THE BORROWERS.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first above written.

“BORROWERS”

CADENCE INNOVATION LLC,
a Delaware limited liability company, formerly
known as New Venture Holdings, LLC



By: _____
Name: Jerry L. Mosingo
Title: President and Chief Executive Officer

**NEW VENTURE REAL ESTATE HOLDINGS,
LLC,** a Michigan limited liability company



By: _____
Name: Jerry L. Mosingo
Title: President and Chief Executive Officer

“AGENT” and “LENDER”

BANK OF AMERICA, N.A.,
as the Agent and as Lender

By: _____

Name: _____

Title: _____

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to Second Amended and Restated Credit Agreement (Debtor-In-Possession)