EXHIBIT L

Management Incentive Plan

MANAGEMENT INCENTIVE PLAN TERM SHEET

I. Employment Agreements

- *Covered Employees*: Debtors will enter into employment agreements with approximately 10 senior managers (the "Covered Employees").[1] The Employment Agreements will be in substantially the same form as the employment agreements in place between the Company and each respective Covered Employee, *provided, however*, that they shall be appropriately amended to reflect the terms of the Management Incentive Plan.

- *Term*:

  - *CEO and Covered Employees*. Employment Agreement shall automatically terminate on December 31, 2005. If any Employment Agreement of the CEO or other Covered Employee is not renewed, then the CEO or such Covered Employee shall become eligible for Severance Benefits on the terms set forth below.

- *Base Salary Restriction*: Base salaries capped through term of employment agreements.

- *Severance Benefits.*

  - *Period*. Payments over a 24 month period for the CEO; payments over a 12-month period for all other Covered Employees.

  - *Eligibility*. Each Covered Employee would become eligible for Severance Benefits if he or she is terminated "without cause" or if that Covered Employee resigns for "good cause," in each case as that term is defined in the relevant Employment Agreement.

  - *Limitations*. No severance benefits if termination is voluntary or "for cause", within meaning of the relevant Employment Agreement.

  - *Other Provisions*. Standard non-compete provisions for severance period.

II. Retention Bonus Plan

- *Estimated Cost*. Up to $2.0 million, paid out (a) 50% on Effective Date, and (b) 50% 6 months after Effective Date, provided that the payment called for in this sub-section (b) shall be payable only if the relevant employee is still employed by the company as of the scheduled date of payment.

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[1] Compensation for all non-Covered Employees shall be determined by the Company, consistent with the terms of the Plan.

- *Coverage*. Some or all of the Covered Employees, at the Company's discretion. Up to $475,000 may be allocated to retention bonuses for employees other than Covered Employees.

III. Performance Bonus Plan

- *Tranches*. (i) CEO; (ii) Other Covered Employees; and (iii) other management.

- *Estimated Cost*. At 100% payout: $1.7 million, vesting December 31, 2004 and payable on or before February 28, 2005.

    - *CEO* - - $300,000 at 100% payout. 50% payable if DIP EBITDA exceeds $64 million; 80% payable if DIP EBITDA exceeds $70.5 million, 100% payable if DIP EBITDA exceeds $73.5 million.

    - *Other Covered Employees* - - $440,000 at 100% payout as follows:

        – *EBITDA Formula* (75%) Percentage payout for all other members of senior management calculated on straight-line basis between DIP EBITDA minimum of $64 million and maximum of $73.5 million.

        – Individualized performance targets (25%).

    - *Other management* - - Up to $960,000 payable to other management employees, based on individualized performance targets.

- No discretionary bonuses for any Covered Employees during the term of the employment agreements.

IV. Long Term Incentive Plan

- Customary terms for a company of this size, to be determined by the New Board.

- Distributions may dilute equity position of creditors receiving New Common Stock under the Plan.