

**STATE STREET BANK AND TRUST COMPANY
STATE STREET BANK AND TRUST COMPANY, N.A.
STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, N.A.
STATE STREET BANK AND TRUST COMPANY OF CALIFORNIA, N.A.**

LIMITED POWER OF ATTORNEY

**COUNTY OF SUFFOLK)
COMMONWEALTH OF MASSACHUSETTS)**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, each of the undersigned State Street Bank and Trust Company, State Street Bank and Trust Company, N.A., State Street Bank and Trust Company of Connecticut, N.A., and State Street Bank and Trust Company of California, N.A. (individually or collectively referred to herein as "State Street") in its own stead has this day made, constituted and appointed and by these presents does make, constitute and appoint each of the individuals listed on Exhibit A hereto (the "Officers"), being officers of U.S. Bank National Association and/or its affiliate U.S. Bank Trust National Association (individually or together, "USBank"), acting individually, its true and lawful agents and attorneys in fact ("Attorney in Fact") to the extent provided herein.

THEREFORE, State Street does hereby authorize and empower each of the Officers individually, in State Street's name, place and stead to do the following in connection with the sale and transfer of substantially all the assets and liabilities of State Street's corporate trust business sold to USBank pursuant to and as specified in the Transfer and Assumption Agreement for the Acquisition of Corporate Trust Business, dated August 12, 2002 (the "Agreement"), and including, without limitation, any and all of the corporate trust business sold to USBank consisting of transactions in which State Street has been granted title to or a security interest in real property, fixtures and equipment, goods, rights and accounts (such assets and liabilities hereinafter referred to collectively as the "Corporate Trust Accounts"):

(1) Subject to the limitations set forth below, execute and deliver any and all instruments of transfer and assignment as USBank deems to be necessary to assign, or evidence the assignment, pursuant to and in furtherance of the Agreement, any Corporate Trust Accounts to USBank, including, without limitation, instruments of resignation and/or appointment, amendments to UCC financing statements, assignments of security interests or ownership interests in real or personal property (including the assignment of same of record in the office of any federal agency or state, county or city responsible for the recording of security interests or ownership interests in real or personal property) whether evidenced by, without limitation, mortgages, security agreements, collateral assignments or leases, and forms of UCC financing statements and assignments thereof;

and

(2) Subject to the limitations set forth below, execute and deliver any and all instruments as USBank deems to be necessary in the servicing and management of the Corporate Trust Accounts, including, without limitation, amendments to UCC financing statements, releases, discharges or assignments of security interests or ownership interests in real or personal property (including the release, discharge or assignment of same of record in the office of any federal agency or state, county or city responsible for the recording of security interests or ownership interests in real or personal property) whether evidenced by mortgages, security agreements, collateral assignments or leases, and forms of UCC financing statements and continuations thereof.

The authority granted by paragraph (1) above shall not extend to any action in connection with a Corporate Trust Account before all third party consents or other actions necessary for the valid assignment of such Account pursuant to the Agreement have been obtained or taken, as the case may be, other than any action taken by the Attorneys in Fact for the purpose of obtaining or causing any such third party consent or action pursuant to the Agreement. The authority granted by paragraph (2) above shall not extend to any Non-delegable Duties, as such term is defined in the Servicing Agreement, dated December 31, 2002, between State Street and USBank. Notwithstanding any provision hereof the foregoing authorizations, solely for purposes of the indemnification provisions nothing herein, or the fact that any action (including without limitation execution of any instrument or other document) has been taken hereunder, shall be deemed to effect in any manner whatsoever any allocation of liability, or indemnification obligation, set forth in of the Servicing Agreement (including, without limitation, in Article 8 thereof), described above, and or the Agreement (including, without limitation, in Sections 2.3 and 11.3 thereof), in taking any action authorized hereby, including without limitation executing any instrument or other document, the Attorneys in Fact shall be deemed to be acting by and on behalf of USBank.

Notwithstanding any of the foregoing, all third parties may rely completely, unconditionally and conclusively on the authority of the Attorneys in Fact and need not inquire as to whether their authority has been validly exercised.

This Power of Attorney shall be effective immediately and shall continue until terminated in writing by any officer of State Street who states that he or she is authorized to do so by the Board of Directors of State Street and received by USBank, which termination shall be effective only for matters occurring after receipt of such notice terminating this Power of Attorney.

IN WITNESS WHEREOF, State Street has caused this Power of Attorney to be executed by a duly authorized person on this 31st day of December, 2002.

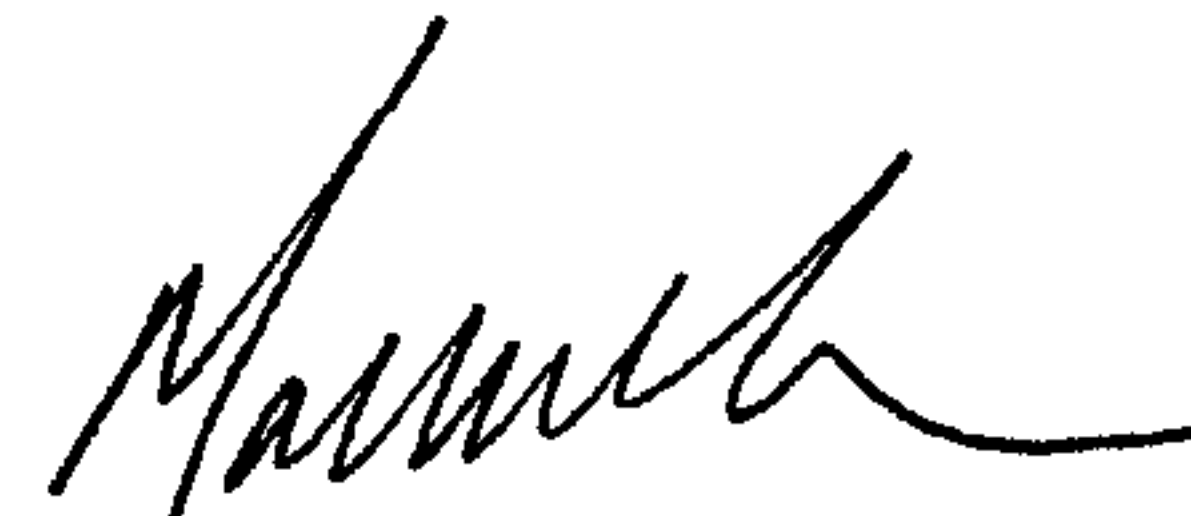


Witness

STATE STREET BANK AND
TRUST COMPANY

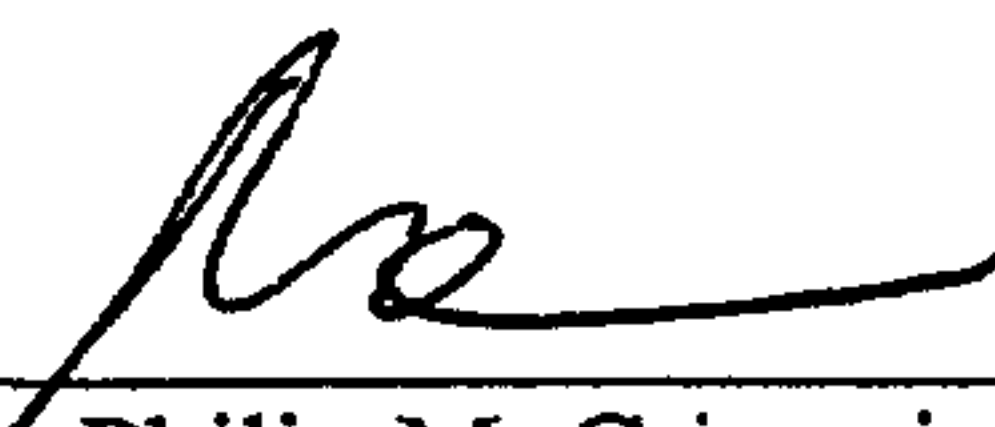
By: 

Name: Philip M. Crimmins
Title: Senior Vice President



Witness

STATE STREET BANK AND
TRUST COMPANY, N.A.

By: 

Name: Philip M. Crimmins
Title: Senior Vice President

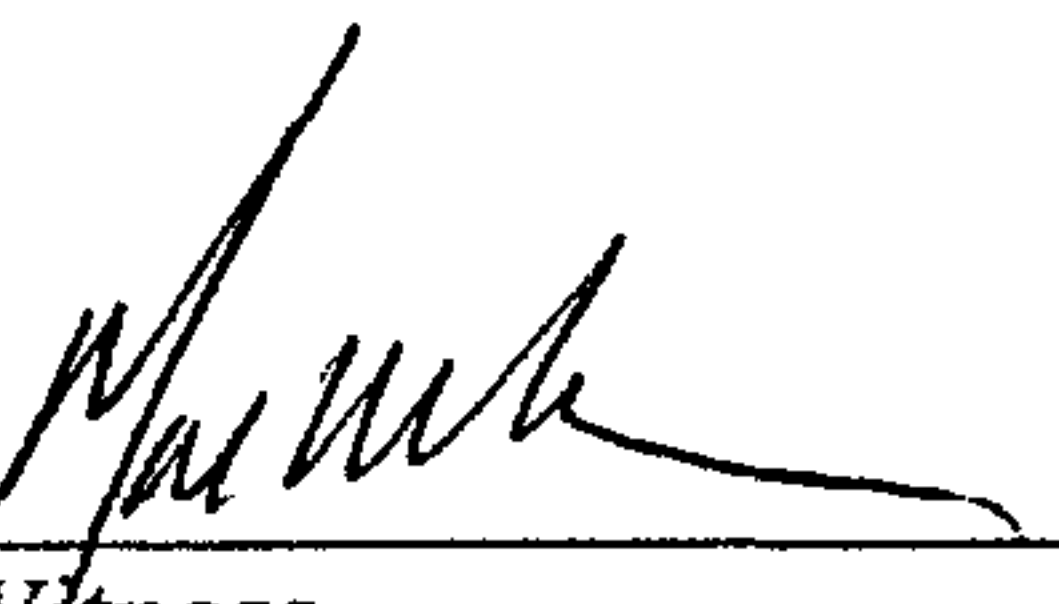


Witness

STATE STREET BANK AND
TRUST COMPANY OF
CONNECTICUT, N.A.

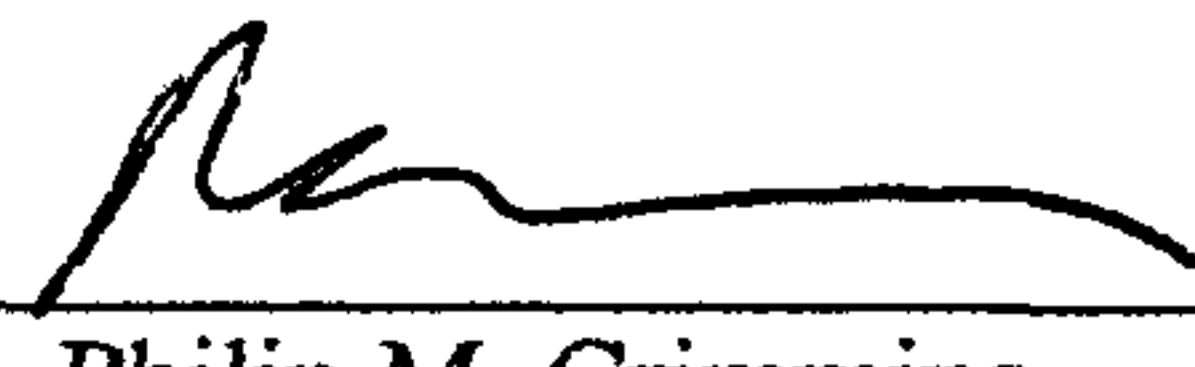
By: 

Name: Philip M. Crimmins
Title: Senior Vice President



Witness

STATE STREET BANK AND
TRUST COMPANY OF
CALIFORNIA, N.A.

By: 

Name: Philip M. Crimmins
Title: Senior Vice President

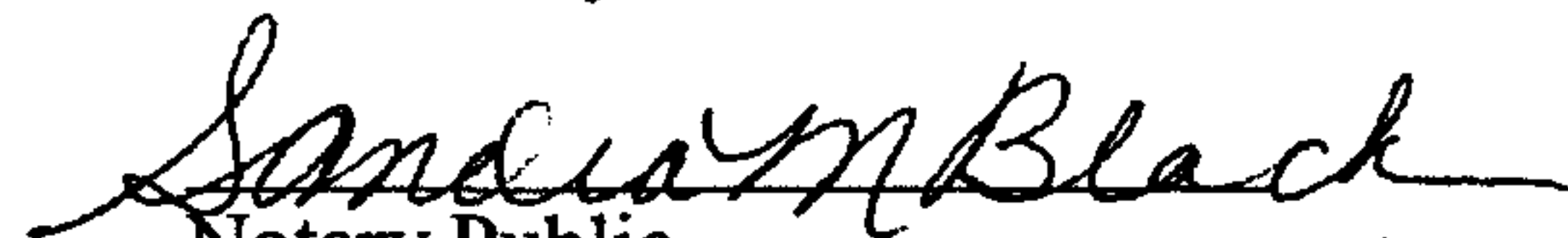
COUNTY OF SUFFOLK

COMMONWEALTH OF MASSACHUSETTS

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Before me, personally appeared Philip M. Crimmins, a Senior Vice President of State Street, who acknowledged to me this instrument as the free act and deed of said companies.

GIVEN UNDER my hand and seal of office this 31st day of December, 2002.


Notary Public
My commission expires:

Sandra M. Black
Notary Public
My Commission Expires November 10, 2006

SCHEDULE A

NAME	TITLE
Allen, Paul D.	Vice President
Ball, Sheri	Vice President
Bavis, Paul T.	Vice President
Beard, Karen	Vice President
Robert C. Butzier	Vice President
Byrnes, James H.	Vice President
Calabrese, Dennis J.	Senior Vice President
Calder, Bryan R.	Executive Vice President
Caspary, Teresa	Senior Vice President
Cervantes, Esther	Vice President
Corrigan, John J.	Vice President
Creasia, Ralph	Vice President
D'Angelico, Michael J.	Vice President
Duclos, David	Vice President
Duke, Nancy G.	Vice President
Farrell, Jeremiah J.	Vice President
Forgetta, Mark A.	Vice President
Hayashi, Debbie	Assistant Trust Officer
Hess, Marilyn	Assistant Vice President
Hinzman, Virginia	Vice President
Hopkins, Michael M.	Vice President
MacDonald, Arthur J.	Vice President
Mawn, Tami	Vice President
McRoberts, Terry	Excutive Vice President
Melody-Casasanta, Laurel	Assistant Vice President
Murphy, James E.	Vice President
O'Brien, Clare	Vice President
Olson, Jill	Vice President
Riley, Linda	Assistant Trust Officer
Rivero, Stephen	Vice President
Sheridan, Charles	Vice President
Smith, Ruth A.	Vice President
Spooner, Ward A.	Vice President
Turlo, Andrea	Vice President
Vellanti, James	Vice President
Wallace, Kevin R.	Senior Vice President
Young, Claire	Vice President
Yuen, Jesse	Officer
Zanotti, Dawn M.	Vice President