

incurred by the Trustee in the discharge of its duties as such.

Section 5. The Trustee may employ agents, attorneys and counsel in the execution of its duties hereunder, and may advise with counsel as to the occasion or propriety of any action to be taken by it hereunder; and any action under this agreement taken or suffered by the Trustee in good faith, in accordance with the opinion of such counsel, shall fully protect the Trustee in respect thereof.

Section 6. The Trustee, or any Trustee or trustees hereafter appointed, may resign and may be discharged from the trust under this indenture by giving to the Company written notice of such resignation specifying a date when such resignation shall take effect, and by giving notice of such resignation to the holders of the Mortgage Bonds hereby secured, by publication of such notice at least once a week for four successive weeks beginning not less than thirty days nor more than sixty days prior to the date so specified in a newspaper of general circulation in the City of Asheville, North Carolina. Such resignation shall take effect on the day specified in such notice, unless previously a successor trustee shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor trustee. In the event of resignation or discharge by any trustee accepting this trust, the said Trustee shall, before being discharged, render and make a full account of its administration.

Section 7. Any trustee or trustees hereunder may be removed at any time by an instrument in writing signed by the holders of three-fourths in amount of the Mortgage Bonds then outstanding.

Section 8. In case at any time said Trustee or any Trustee hereafter appointed, shall resign or shall be removed or other-

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