

SECURITIES AND EXCHANGE COMMISSION

FORM S-6/A

Initial registration statement filed on Form S-6 for unit investment trusts [amend]

Filing Date: **1994-07-11**
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FILER

NATIONAL MUNICIPAL TRUST MULTISTATE SERIES 64

CIK: **904361** | State of Incorporation: **NY** | Fiscal Year End: **1231**
Type: **S-6/A** | Act: **33** | File No.: **033-53745** | Film No.: **94538469**

Mailing Address
C/O PRUDENTIAL
SECURITIES INC
32 OLD SLIP FINANCIAL
SQUARE
NEW YORK NY 10292

Business Address
32 OLD SLIP - FINANCIAL
SQUARE
C/O PRUDENTIAL
SECURITIES INC
NEW YORK NY 10292

As filed with the Securities and Exchange Commission on July 11, 1994
Registration No. 33-53745

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SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

AMENDMENT NO.1
TO
FORM S-6
FOR REGISTRATION UNDER THE SECURITIES ACT
OF 1933 OF SECURITIES OF UNIT INVESTMENT
TRUSTS REGISTERED ON FORM N-8B-2

- A. Exact Name of Trust: _____
NATIONAL MUNICIPAL TRUST
Multistate Series 64
- B. Name of depositor:
PRUDENTIAL SECURITIES INCORPORATED
- C. Complete address of depositor's principal executive office:
One Seaport Plaza
199 Water Street
New York, New York 10292
- D. Name and complete address of agent for service:

LEE B. SPENCER, JR., ESQ.
PRUDENTIAL SECURITIES INCORPORATED
One Seaport Plaza
199 Water Street
New York, New York 10292
- Copy to:
KENNETH W. ORCE, ESQ.
CAHILL GORDON & REINDEL
80 Pine Street
New York, New York 10005
- E. Title and amount of securities being registered:
1,395* Units of NATIONAL MUNICIPAL TRUST,
Multistate Series 64
- F. Proposed maximum aggregate offering price to the public of the
securities being registered:
\$1,450,800.00**
- G. Amount of filing fee, computed at one-twenty-ninth of 1 percent of
the proposed maximum aggregate offering price to the public:
\$500.28***

H. Approximate date of proposed sale to public:
As soon as practicable after the effective date of the registration statement.

- =====
- * Including 465 Units registered for the purpose of resale by the Depositor.
 - ** Estimated solely for the purpose of calculating the filing fee, at a price per unit of \$1,040.
 - *** Previously paid.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall hereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

NATIONAL MUNICIPAL TRUST
Multistate Series 64

CROSS-REFERENCE SHEET

Pursuant to Rule 404(c) of Regulation C
under the Securities Act of 1933

(Form N-8B-2 Items required by Instruction as
to the Prospectus in Form S-6)

Form N-8B-2
Item Number

Form S-6
Heading in Prospectus

I. Organization and General Information

- | | | |
|----|--|--------------------------------|
| 1. | (a) Name of Trust | Prospectus front cover |
| | (b) Title of securities issued | |
| 2. | Name and address of each depositor | Sponsor; Prospectus back cover |
| 3. | Name and address of trustee | Trustee |
| 4. | Name and address of each principal underwriter | Sponsor |

5.	State of organization of trust	The Trust
6.	Execution and termination of trust agreement	Summary of Essential Information; The Trust; Amendment and Termination of the Indenture
7.	Changes of Name	*
8.	Fiscal year	*
9.	Litigation	*

II. General Description of the Trust and Securities of the Trust

* Inapplicable, answer negative or not required.

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10.	(a) Registered or bearer securities	*
	(b) Cumulative or distributive securities	*
	(c) Redemption	Rights of Unit Holders -- Redemption
	(d) Conversion, transfer, etc.	Rights of Unit Holders -- Redemption
	(e) Periodic payment plan	*
	(f) Voting rights	*
	(g) Notice to certificateholders	The Trust; Rights of Unit Holders -- Reports and Records; Sponsor -- Responsibility; Sponsor -- Resignation; Trustee -- Resignation; Amendment and Termination of the Indenture
	(h) Consents required	The Trust; Amendment and Termination of the Indenture
	(i) Other provisions	Tax Status
11.	Type of securities comprising units	Prospectus front cover;

12.	Certain information regarding periodic payment certificates	*
13.	(a) Load, fees, expenses, etc.	Summary of Essential Information; Public Offering of Units -- Public Offering Price; Public Offering of Units -- Sponsor's and Underwriter's Profits; Public Offering of Units -- Volume Discount; Public Offering of Units -- Employee Discount; Exchange Option; Reinvestment Program; Expenses and Charges; Sponsor -- Responsibility

* Inapplicable, answer negative or not required.

(b)	Certain information regarding periodic payment certificates	*
(c)	Certain percentages	Summary of Essential Information; Public Offering of Units -- Public Offering Price; Public Offering of Units -- Profit of Sponsor; Public Offering of Units -- Volume Discount; Public Offering of Units -- Employee Discount; Exchange Option
(d)	Price Differentials	Public Offering of Units -- Employee Discount
(e)	Certain other fees, etc. payable by holders	Rights of Unit Holders -- Certificates
(f)	Certain other profits receivable by depositor, principal under-	

writer, trustee or affiliated
persons

The Trust -- Objectives
and Securities
Selection; Rights of
Unit Holders --
Redemption -- Purchase
by the Sponsor of
Units Tendered for
Redemption

(g) Ratio of annual charges to
income

*

14. Issuance of trust's securities

The Trust; Rights of
Unit Holders --
Certificates

15. Receipt and handling of payments from
purchasers

*

16. Acquisition and disposition of under-
lying securities

The Trust -- Portfolio
Summary; The Trust --
Objectives and
Securities Selection;
Rights of Unit Holders

* Inapplicable, answer negative or not required.
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-- Redemption; Sponsor
- Responsibility

17. Withdrawal or redemption

Rights of Unit Holders
-- Redemption

18. (a) Receipt, custody and disposition
of income

Rights of Unit Holders
-- Distribution of
Interest and
Principal; Rights of
Unit Holders - Reports
and Records

(b) Reinvestment of distributions

Reinvestment Programs

(c) Reserves or special funds

Expenses and Charges;
Rights of Unit Holders
-- Distribution of
Interest and Principal

(d) Schedule of distributions

*

19.	Records, accounts and reports	Rights of Unit Holders -- Distributions of Interest and Principal; Rights of Unit Holders -- Reports and Records
20.	Certain miscellaneous provisions of trust agreement	Sponsor -- Limitations on Liability; Sponsor -- Resignation;
	(a) Amendment	Trustee -- Limitations on Liability; Trustee - Resignation;
	(b) Termination	Amendment and Termination of the Indenture
	(c) and (d) Trustee, removal and successor	
	(e) and (f) Depositor, removal and successor	
21.	Loans to security holders	*
22.	Limitation on liability	The Trust -- Portfolio Summary; Sponsor -- Limitations on Liability; Trustee --

* Inapplicable, answer negative or not required.

		Limitations on Liability; Evaluator -- Limitations on Liability
23.	Bonding arrangements	Additional Information -- Item A
24.	Other material provisions of trust agreement	*

III. Organization, Personnel and Affiliated Persons of Depositor

25.	Organization of depositor	Sponsor
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26.	Fees received by depositor	*
27.	Business of depositor	Sponsor
28.	Certain information as to officials and affiliated persons of depositor	Contents of Registration Statement -- Part II
29.	Companies controlling depositor	Sponsor
30.	Persons controlling depositor	*
31.	Payments by depositor for certain services rendered to trust	*
32.	Payments by depositor for certain other services rendered to trust	*
33.	Remuneration of employees of depositor for certain services rendered to trust	*
34.	Remuneration of other persons for certain services rendered to trust	*
35.	Distribution of trust's securities in states	Public Offering of Units -- Public Distribution

* Inapplicable, answer negative or not required.

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36.	Suspension of sales of trust's securities	*
37.	Revocation of authority to distribute	*
38.	(a) Method of distribution	*
	(b) Underwriting agreements	Public Offering of Units
	(c) Selling agreements	*
39.	(a) Organization of principal under- writer	Sponsor
	(b) N.A.S.D. membership of principal underwriter	Sponsor

40.	Certain fees received by principal underwriter	*
41.	(a) Business of principal underwriter	Sponsor
	(b) Branch offices of principal underwriter	*
	(c) Salesmen of principal underwriter	*
42.	Ownership of trust's securities by certain persons	*
43.	Certain brokerage commissions received by principal underwriter	*
44.	(a) Method of valuation	Summary of Essential Information; Public Offering of Units -- Public Offering Price; Public Offering of Units -- Public Distribution; Public Offering of Units -- Secondary Market
	(b) Schedule as to offering price	*
	(c) Variation in offering price to certain persons	Public Offering of Units -- Public Distribution; Public Offering of Units -- Volume Discount; Public Offering of Units -- Employee

* Inapplicable, answer negative or not required.
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		Discount; Exchange Option
45.	Suspension of redemption rights	*
46.	(a) Redemption Valuation	Summary of Essential Information; Rights of Unit Holders -- Redemption -- Computation of

(b) Schedule as to redemption price

*

47.	Maintenance of position in underlying securities	Public Offering of Units -- Secondary Market; Rights of Unit Holders -- Redemption -- Computation of Redemption Price per Unit; Rights of Unit Holders -- Redemption -- Purchase by the Sponsor of Units Tendered for Redemption
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IV. Information Concerning the Trustee or Custodian

48.	Organization and regulation of trustee	Trustee
49.	Fees and expenses of trustee	Expenses and Charges
50.	Trustee's lien	Expenses and Charges -- Other Charges

V. Information Concerning Insurance of Holders of Securities

51.	Insurance of holders of trust's securities	The Trust -- Insurance on the Securities in the Portfolio of an Insured Trust
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* Inapplicable, answer negative or not required.

VI. Policy of Registrant

52.	(a) Provisions of trust agreement with
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respect to selection or elimination of underlying securities	Prospectus front cover; The Trust -- Portfolio Summary; The Trust -- Insurance on the Securities in the Portfolio of an Insured Trust; The Trust -- Objectives and Securities Selection; Sponsor -- Responsibility
(b) Transactions involving elimination of underlying securities	*
(c) Policy regarding substitution or elimination of underlying securities	Sponsor -- Responsibility
(d) Fundamental policy not otherwise covered	*
53. Tax status of trust	Prospectus front cover; Tax Status

VII. Financial and Statistical Information

54. Trust's securities during last ten years	*)	*
55.)	
56. Certain information regarding periodic payment certificates	*)	*
57.)	
58.)	
59. Financial statements (Instruction 1(c) to Form S-6)	Statement of Financial Condition of the Trust	

* Inapplicable, answer negative or not required.

[LOGO]

NATIONAL MUNICIPAL TRUST
Multistate Series 64
(A Unit Investment Trust)

Prudential Securities [LOGO]

The attached final prospectus for a prior Series of National Municipal Trust is hereby used as a preliminary prospectus for Multistate Series 64 of the Trust. The narrative information relating to the operation of this Series and the structure of the final prospectus for this Series will be substantially the same as that set forth in the attached prospectus. Information with respect to pricing, the number of Units, dates and summary information regarding the characteristics of securities to be deposited in this Series is not now available and will be different from that included in the attached final prospectus since each Series has a unique Portfolio. The ratings of the securities of this Series are expected to be comparable to those of the securities in the previous Series. However, the estimated current return and estimated long-term return for this Series (which will depend on the interest rates and prices of the securities to be deposited in, and the estimated annual expenses of, this Series) may vary materially from that of the previous Series. Accordingly, the information contained herein with regard to the previous Series should be considered as being presented for informational purposes only. Investors should contact account executives of the Sponsor who will be informed of the expected effective date of this Series and who will be supplied with complete information with respect to such Series on the day of effectiveness of the registration statement relating to Units of this Series.

Information contained herein is subject to completion or amendment. A registration statement relating to these securities has been filed with the Securities and Exchange Commission. These securities may not be sold nor may offers to buy them be accepted prior to the time the registration statement becomes effective. This prospectus shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any State in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such state.

NATIONAL MUNICIPAL TRUST
SERIES 168

This prospectus dated May 12, 1994, File No. 33-66104 is hereby incorporated by reference.

PART II. ADDITIONAL INFORMATION NOT REQUIRED IN PROSPECTUS

CONTENTS OF REGISTRATION STATEMENT

Item A -- Bonding Arrangements

The employees of Prudential Securities Incorporated are covered under Broker's Blanket Policies, Standard Form No. 14 in the aggregate amount of \$62,500,000.

Item B -- Contents of Registration Statement

This Registration Statement on Form S-6 comprises the following papers and documents:

The cross-reference sheet.

The Prospectus.

Signatures.

Listed below are the names and registration numbers of previous series of National Municipal Trust, the final prospectus of which, properly supplemented, is used as a preliminary prospectus for National Municipal Trust, Multistate Series 64. This prior final prospectus is incorporated herein by reference.

National Municipal Trust,
Special Trusts, Twenty-First Multi-State Series
(Discount Series)
(Registration No. 33-9729)

National Municipal Trust,
Series 168
Multistate Series 63
(Registration No. 33-66104)

Written consents of the following persons:

Cahill Gordon & Reindel (included in Exhibit 5).

Deloitte & Touche*

Kenny S&P Evaluation Services, a division of Kenny Information Systems, Inc. (as Evaluator) (included in Exhibit 23).

The following Exhibits:

- ****Ex-3.(i) - Certificate of Incorporation of Prudential Securities Incorporated dated March 29, 1993.
 - ****Ex-3.(ii) - Revised By-Laws of Prudential Securities Incorporated as amended through March 5, 1993.
- II-1
- *****Ex-4.a - Trust Indenture and Agreement, dated September 6, 1989.
 - *Ex-4.b - Draft of Reference Trust Agreement.
 - **Ex-5 - Opinion of counsel as to the legality of the securities being registered.
 - **Ex-23 - Consent of Kenny S&P Evaluation Services, a division of Kenny Information Systems, Inc (as Evaluator).
 - *****Ex-24 - Powers of Attorney executed by a majority of the Board of Directors of Prudential Securities Incorporated.
 - *****Ex-99 - Form of Agreement Among Underwriters.
 - Ex-99.1 - Information as to Officers and Directors of Prudential Securities Incorporated is incorporated by reference to Schedules A and D of Form BD filed by Prudential Securities Incorporated pursuant to Rules 15b1-1 and 15b3-1 under the Securities Exchange Act of 1934 (1934 Act File No. 8-16267).
 - ***Ex-99.2 - Affiliations of Sponsor with other investment companies.
 - ***Ex-99.3 - Broker's Blanket Policies, Standard Form No. 14 in the aggregate amount of \$62,500,000.

* Filed herewith.

** To be filed by amendment.

*** Incorporated by reference to exhibit of same designation filed with the Securities and Exchange Commission as an exhibit to the Registration Statement under the Securities Act of 1933 of Prudential Unit Trusts, Insured Tax-Exempt Series 1, Registration No. 2-89263.

**** Incorporated by reference to exhibit of same designation filed with the Securities and Exchange Commission as an exhibit to the Registration Statement under the Securities Act of 1933 of Government Securities Equity Trust Series 5, Registration No. 33-57992.

***** Incorporated by reference to exhibit of same designation filed with the Securities and Exchange Commission as an exhibit to the Registration Statement under the Securities Act of 1933 of National Municipal Trust, Insured Series 43, Registration No. 33-29314.

***** Incorporated by reference to exhibit of same designation filed with the Securities and Exchange Commission as an exhibit to the Registration Statement under the Securities Act of 1933 of National Municipal Trust, Series 164, Registration No. 33-66108.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant, National Municipal Trust, Multistate Series 64, has duly caused this Registration Statement to be signed on its behalf by the undersigned thereunto duly authorized, in the City of New York, and State of New York on the 11th day of July, 1994.

NATIONAL MUNICIPAL TRUST
Multistate Series 64
(Registrant)

By PRUDENTIAL SECURITIES INCORPORATED
(Depositor)

By the following persons*, who constitute
a majority of the Board of Directors of
Prudential Securities Incorporated

Alan D. Hogan
Howard A. Knight
George A. Murray
John P. Murray
Leland B. Paton
Richard Redeker
Hardwick Simmons

By /s/ Richard R. Hoffmann
(Richard R. Hoffmann,
First Vice President,
As authorized signatory
for Prudential Securities
Incorporated and
Attorney-in-Fact for the
persons listed above)

* Pursuant to Powers of Attorney previously filed.

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CONSENT OF COUNSEL

The consent of Cahill Gordon & Reindel to the use of its name in
the Prospectus included in this Registration Statement will be contained in
its opinion to be filed as Exhibit 5 to this Registration Statement.

CONSENT OF INDEPENDENT AUDITORS

[to be filed by Amendment]

Executed in 8 Parts
Counterpart No. ()

NATIONAL MUNICIPAL TRUST
Multistate Series 64

REFERENCE TRUST AGREEMENT

This reference Trust Agreement dated , 19 among Prudential Securities Incorporated as Depositor, United States Trust Company of New York, as Trustee, and Kenny Information Systems, Inc., as Evaluator, sets forth certain provisions in full and incorporates other provisions by reference to the document entitled "National Municipal Trust, Trust Indenture and Agreement" (the "Basic Agreement") dated September 6, 1989 as amended. Such provisions as are incorporated by reference constitute a single instrument (the "Indenture").

WITNESSETH THAT:

In consideration of the premises and of the mutual agreements herein contained, the Depositor, the Trustee, and the Evaluator agree as follows:

Part I

STANDARD TERMS AND CONDITIONS OF TRUST

Subject to the provisions of Part II hereof, all the provisions contained in the Basic Agreement are herein incorporated by reference in their entirety and shall be deemed to be a part of this instrument as fully and to the same extent as though said provisions had been set forth in full in this instrument except that the Basic Agreement is hereby amended in the following manner:

- (a) Article I, entitled "Definitions" shall be amended to add the following numbered paragraphs and renumber the succeeding paragraphs accordingly:

"(1) "Additional Bonds" shall mean such Bonds (as defined

herein) as are listed in schedules of a Supplemental Reference Trust Agreement and which are deposited in connection with an increase in the number of Units initially specified in a Reference Trust Agreement."

"(2) "Additional Deposited Units" shall mean such Deposited Units (as defined herein) as are listed in schedules of a Supplemental Reference Trust Agreement and which are deposited in connection with an increase in the number of Units initially specified in a Reference Trust Agreement."

"(3) "Additional Securities" shall mean such Securities (as defined herein) as are listed in schedules of a Supplemental Reference Trust Agreement and which are deposited in connection with an increase in the number of Units initially specified in a Reference Trust Agreement. "Additional Securities" may consist of "Additional Bonds" and/or "Additional Deposited Units."

"(4) "Additional Units" shall mean such Units (as defined herein) as are issued in respect of Additional Securities."

"(31) "Supplemental Reference Trust Agreement" shall mean a document pursuant to which Additional Units are deposited in connection with an increase in the number of Units initially specified in a Reference Trust Agreement."

and to insert the following language in renumbered paragraph (6) defining "Bonds" after each reference to Reference Trust Agreement:

"and Supplemental Reference Trust Agreements"

and to replace the last word in renumbered paragraph (6) defining "Bonds" with the word "relate"

and to insert the following language in renumbered paragraph (10) defining "Contract Bonds" after the reference to Reference Trust Agreement and redesignate the subsequent clause accordingly:

"(ii) Bonds listed in schedules of Supplemental Reference Trust Agreements"

and to add the following language to the end of renumbered paragraph (27) defining "Securities":

"deposited in trust and listed on a schedule attached to the Reference Trust Agreement or on any schedule of a Supplemental Reference Trust

Agreement."

and to add the following language to the end of renumbered paragraph (35) defining "Unit":

"hereof and increased by the number of Additional Units created pursuant to Section 2.05 hereof."

- (b) Article II, entitled "Deposit of Securities; Acceptance of Trust; Issuance of Units; Form of Certificates", shall be amended to add a new Section 2.05 entitled "Deposit of Additional Securities" to read as follows:

"From time to time and in the discretion of the Depositor, the Depositor may make deposits of Additional Securities duly endorsed in blank or accompanied by all necessary instruments of assignment and transfer in proper form (or contracts to purchase Additional Securities and cash or an irrevocable letter of credit in an amount necessary to consummate the purchase of any Additional Securities pursuant to such contracts ("Additional Contract Securities")) and Cash (as defined below), if Cash is an asset of the Trust immediately prior to the supplemental deposit, provided that each deposit of Additional Securities and Cash, if any, deposited during the 90-day period following the first deposit of Securities in the Trust shall replicate, to the extent practicable as hereinafter provided, the Securities (including Contract Bonds) and shall exactly replicate Cash (other than Cash to be distributed only to the Sponsor or in respect of Units issued and outstanding prior to the deposit) held in the Trust immediately prior to each such deposit; and, provided further that each deposit of Additional Securities and Cash, if any, subsequent to such 90-day period shall exactly replicate the Securities (including Contract Bonds) and Cash (other than Cash to be distributed only to the Sponsor or in respect of Units issued and outstanding prior to the deposit) held in the Trust immediately prior to each such deposit. For purposes of this Section 2.05 Cash means cash on hand in the Trust and/or cash receivable by the Trust as of the date of the supplemental deposit in respect of a coupon date which has occurred on or before the date of such supplemental deposit,

reduced by payables and accrued expenses on such date, but shall not include cash received on any Security which is allocable to the amount paid to the Unit Holders of record on the first settlement date for the Trust.

Accordingly, for a deposit subsequent to the 90-day period following the first deposit of Securities:

(1) Any Additional Bonds included in a deposit shall be identical to Bonds held in the Trust immediately prior to the deposit and in face amounts such that (i) the face amount of Additional Bonds of a particular issue included in a deposit divided by (ii) the aggregate of the face amounts of all Additional Bonds included in the deposit results in a fraction which is the same as the fraction resulting from division of (iii) the aggregate face amount of the Bonds of the same issue held in the Trust divided by (iv) the aggregate face amount of all Bonds held in the Trust immediately prior to the deposit;

(2) Any deposit of Additional Securities shall be accompanied by Cash in an amount bearing the same ratio to the aggregate face amount of all Additional Bonds in the deposit as the Cash held in the Trust immediately prior to the deposit bears to the aggregate face amount of all Bonds held in the Trust immediately prior to the deposit, exclusive of Cash held in the Trust and designated for distribution only to the Sponsor or with respect to Units issued and outstanding prior to the deposit; and

(3) Any Additional Deposited Units included in a deposit shall be identical with Deposited Units then held in the Trust and shall be in numbers determined by multiplying the number of Deposited Units with respect to a particular prior series of the National Municipal Trust held in the Trust immediately prior to the deposit by the fraction obtained by dividing the face amount of all Additional Bonds included in the deposit by the face amount of all Bonds included in the Trust immediately prior to the deposit;

and for a deposit during the 90-day period following the first deposit of Securities in the Trust, the rules stated in paragraphs (1), (2) and (3) of this Section 2.05 shall apply except that any Additional Securities (including Additional Contract Securities) need be only substantially similar (rather than identical to) Securities held in the Trust immediately prior to the deposit and the proportionality requirements need be met only to the

extent practicable. Without limiting the generality of the phrase "to the extent practicable", if the Depositor specifies a minimum face amount of a Bond or minimum number of Deposited Units with respect to a particular trust to be included in a deposit and such minimum requirement cannot be met or if a Security identical to a Security held in the Trust is not readily obtainable, substitution of other substantially similar Securities (including Securities of an issue originally deposited) in order to meet the foregoing proportionality requirements shall be considered as a meeting of such requirements "to the extent practicable".

Each deposit of Additional Securities shall be listed in and made in accordance with a Supplementary Schedule to the Reference Trust Agreement stating the date of such deposit and the number of Additional Units being issued therefor. The execution by the Depositor in connection with the deposit of Additional Securities of a Supplementary Schedule to the Reference Trust Agreement shall constitute the approval by the Depositor as satisfactory in form and substance of the contracts to be entered into or assumed by the Trustee with regard to any Additional Securities listed on such Supplementary Schedule and authorization to the Trustee on behalf of the Trust to enter into or assume such contracts and otherwise to carry out the terms and provisions thereof or to take other appropriate action in order to complete the deposit of the Additional Securities covered thereby into the Trust."

(c) Article III, entitled "Administration of Trust", shall be amended as follows:

(i) section 3.05 Distribution shall be amended by replacing "\$1.00" with "\$5.00" in the first and last sentences of the third paragraph; and

- (ii) section 3.14 Replacement Bond shall be amended by deleting from part (vi) of the second sentence the words "in the category A or better" and inserting after the word "organization" the words "in the same category as the Contract Bond which it replaces".
- (d) Article VI, entitled "Trustee", section 6.01 General Definition of Trustee's Liabilities, Rights and Duties shall be amended as follows:
 - (i) Section 6.01(g) shall be amended by deleting the word "originally"
 - (ii) Section 6.01(g) shall be amended by inserting the phrase "including supplemental deposits, if any, of Securities in the Trust" after the first reference to "Trust".
- (e) Article IX, entitled Additional Covenants; Miscellaneous Provisions", Section 9.01 Amendments shall be amended as follows:
 - (i) To add the following phrase after the word "Indenture" in (1):

"except as the result of the deposit of Additional Securities, as herein provided"
 - (ii) To add the following phrase after the word "Bonds" in (2):

"except in the manner permitted by the Indenture as in effect on the first deposit of Securities".
- (f) Reference to Standard & Poor's Corporation in their capacity as Evaluator is replaced by Kenny S&P Evaluation Services, a division of Kenny Information Systems, Inc., throughout the Basic Agreement.
- (g) Reference to Prudential-Bache Securities Inc. in their capacity as Sponsor is replaced by Prudential Securities Incorporated throughout the Basic Agreement.

Part II

SPECIAL TERMS AND CONDITIONS OF TRUST

The following special terms and conditions are hereby agreed to:

- (a) The Trust is denominated National Municipal Trust, Multistate Series 64.
- (b) The interest-bearing obligations listed in Schedules A, B

C, D, E, F and G thereto are those which, subject to the terms of this Indenture, have been or are to be deposited in trust under this Indenture.

- (c) The term "Depositor" shall mean Prudential Securities Incorporated.
- (d) The aggregate number of Units referred to in Sections 2.03 and 9.01 of the Basic Agreement is for the California Trust, for the Florida Trust, for the New Jersey Trust, for the New York Trust, for the Ohio Trust, for the Pennsylvania Trust and for the Texas Trust.
- (e) A Unit is hereby declared initially equal to for the California Trust, for the Florida Trust, for the New Jersey Trust, for the New York Trust, for the Ohio Trust, for the Pennsylvania Trust and for the Texas Trust.
- (f) The term "First Settlement Date" shall mean , 199 .
- (g) For the California, Florida Trust, New Jersey, New York, Ohio, Pennsylvania and Texas Trusts, the term "Computation Date" shall mean 10, 199 , 10, 199 , 10, 199 , 10, 199 , 10, 199 , and 10, 199 .
- (h) For the California, Florida Trust, New Jersey, New York, Ohio, Pennsylvania and Texas Trusts, the term "Distribution Date" shall mean 10, 199 , 10, 199 , 10, 199 , 10, 199 , 10, 199 and 10, 199 .
- (i) For the California, Florida Trust, New Jersey, New York, Ohio, Pennsylvania and Texas Trusts, the term "Monthly Record Date" shall mean the tenth day of each month commencing 10, 199 , 10, 199 , 10, 199 , 10, 199 , 10, 199 , 10, 199 and 10, 199 .
- (j) For the California, Florida Trust, New Jersey, New York, Ohio, Pennsylvania and Texas Trusts, the term "Semi-annual Record Date" shall mean the tenth day of July and January of each year commencing 10, 199 , 10, 199 , 10, 199 , 10, 199 , 10, 199 and 10, 199 .
- (k) For the California, Florida Trust, New Jersey, New York, Ohio, Pennsylvania and Texas Trusts, the term "Monthly Distribution Date" shall mean twenty-fifth day of each month following a Monthly Record Date commencing 10, 199 , 10, 199 , 10, 199 , 10,

199 , 10, 199 , 10, 199 and 10, 199 .

- (l) For the California, Florida Trust, New Jersey, New York, Ohio, Pennsylvania and Texas Trusts, the term "Semi-annual Distribution Date" shall mean the twenty-fifth day of each month following each Semi-annual Record Date commencing 10, 199 , 10, 199 , 10, 199 , 10, 199 , 10, 199 , 10, 199 and 10, 199 .
- (m) Each Trust will terminate on the date of maturity, redemption, sale or other disposition of the last Security held in the Trust.
- (n) For the California, Florida Trust, New Jersey, New York, Ohio, Pennsylvania and Texas Trusts, the first distribution to both monthly and semi-annual Unit Holders will be a distribution in the amount of \$, \$, \$, \$, \$, \$ and \$ respectively.
- (o) For purposes of this Series -- National Municipal Trust, Multistate Series 64 -- the form of Certificate set forth in this Indenture shall be appropriately modified to reflect the title of this Series and such of the Special Terms and Conditions of Trust set forth herein as may be appropriate.
- (p) For the California, Florida Trust, New Jersey, New York, Ohio, Pennsylvania and Texas Trusts, the Sponsor's Annual Portfolio Supervision Fee shall be a maximum of \$, \$, \$, \$, \$ and \$ per \$1,000 principal amount of underlying Bonds for each Trust, respectively.
- (q) For the California, Florida Trust, New Jersey, New York, Ohio, Pennsylvania and Texas Trusts, the Trustee's Annual Fee as set forth in the Indenture in Section 6.04 shall be \$, \$, \$, \$, \$, \$ and \$ per \$1,000 principal amount of Bonds under the monthly distribution option for each Trust, respectively.
- (r) The term "Insurer" may mean AMBAC Indemnity Corporation ("AMBAC"), Capital Markets Assurance Corporation ("CapMAC"), Capital Guaranty Insurance Company ("Cap. Gty."), Connie Lee Insurance Co. ("Connie Lee"), Financial Guaranty Insurance Company ("FGIC"), Financial Security Assurance ("FSA") Municipal Bond Insurance Association ("MBIA") and/or Municipal Bond Investors Assurance Corporation ("MBIAC").

[Signatures and acknowledgments on separate pages]