

SECURITIES AND EXCHANGE COMMISSION

FORM 487

Pre-effective pricing amendment filed pursuant to Securities Act Rule 487

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FILER

SEARS GOVERNMENT INVESTMENT TRUST U S TREASURY SERIES 7

CIK: **833805** | State of Incorporation: **NY** | Fiscal Year End: **1231**
Type: **487** | Act: **33** | File No.: **033-49975** | Film No.: **94516439**

Business Address
C/O DEAN WITTER
REYNOLDS INC.
TWO WORLD TRADE
CENTER, 59TH FLOOR
NEW YORK NY 10048

Investment Company Act No. 811-3718

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:

DEAN WITTER SELECT GOVERNMENT TRUST,
U.S. TREASURY SERIES 7

B. Name of Depositor:

DEAN WITTER REYNOLDS INC.

C. Complete address of Depositor's principal executive office:

DEAN WITTER REYNOLDS INC.
Two World Trade Center
New York, New York 10048

D. Name and complete address of agents for service:

MR. MICHAEL D. BROWNE
DEAN WITTER REYNOLDS INC.
Unit Trust Department
Two World Trade Center - 59th Floor
New York, New York 10048

Copy to:

KENNETH W. ORCE, ESQ.
CAHILL GORDON & REINDEL
80 Pine Street - 19th Floor
New York, New York 10005

E. Total and amount of securities being registered:

An indefinite number of Units of Beneficial Interest pursuant to Rule
24f-2 promulgated under the Investment Company Act of 1940, as amended.

F. Proposed maximum offering price to the public of the securities being
registered:

Indefinite

G. Amount of filing fee, computed at twenty-ninth of one percent of the
proposed maximum aggregate offering price to the public:

\$500 (as required by Rule 24f-2)*

H. Approximate date of proposed sale to public:

AS SOON AS PRACTICABLE AFTER THE EFFECTIVE DATE OF THE REGISTRATION
STATEMENT.

Check box if it is proposed that this filing will become effective

* This amount was previously paid with the filing of the Preliminary Registration Statement.

DEAN WITTER SELECT GOVERNMENT TRUST,
U.S. TREASURY SERIES 7

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 1
as to Prospectus on 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	) Front Cover
(b) Title of securities issued	) Front Cover
2. Name and address of Depositor	) Table of Contents
3. Name and address of Trustee	) Table of Contents
Name and address of principal Underwriter	) Table of Contents)
Organization of Trust	) Introduction
Execution and termination of Indenture	) Introduction;) Amendment and Termination
Changes of name	) Included in Form N-8B-2
Fiscal year	) Included in Form N-8B-2
Litigation) *
II. GENERAL DESCRIPTION OF THE TRUST AND SECURITIES OF THE TRUST	
General Information regarding Trust's Securities and Rights of Holders))
(a) Type of Securities (Registered or Bearer)	) Rights of Unit Holders)
* Not applicable, answer negative or not required.	
(b) Type of Securities (Cumulative or Distributive)	) Administration of the Trust-Distribution from the Interest and Principal Accounts
(c) Rights of Holders as to withdrawal or redemption	) Redemption; Public Offering of Units-) Secondary Market

- (d) Rights of Holders as to conversion, transfer, etc.) Public Offering of Units-Secondary Market; Exchange Option Redemption; Rights of Unit Holders
- (e) Lapses or defaults with respect to periodic payment plan certificates) *
- (f) Voting rights as to Securities under the Indenture) Rights of Unit Holder -Certain Limitations; Amendment and Termination
- (g) Notice to Holders as to change in:
 - (1) assets of Trust) Administration of the Trust-Records and Accounts; The Trust-Summary Description of the Portfolio
 - (2) terms and conditions of Trust's Securities) Amendment and Termination
 - (3) provisions of Trust) Amendment and Termination
 - (4) identity of Depositor and Trustee) Sponsor; Trustee

* Not applicable, answer negative or not required.

- (h) Security Holders Consent required to change:
 - (1) composition of assets of Trust) Amendment and Termination
 - (2) terms and conditions) Amendment and Termination
 - (3) provisions of Indenture) Amendment and Termination
 - (4) identity of Depositor and Trustee) *
- (i) Other provisions) Cover of Prospectus; Tax Status of the Trust
- 11. Type of securities comprising Units) The Trust-Summary Description of the Portfolio; - Objectives and Securities Selection; -Special Considerations
- 12. Type of securities comprising periodic payment certificates) *
- 13. (a) Load, fees, expenses, etc.) Summary of Essential Information; Public Offering of Units-Public Offering Price; -Profit of Sponsor;- Volume Discount; Expenses and Charges
- (b) Certain information) *

regarding periodic payment)
certificates)

(c) Certain percentages) Summary of Essential
) Information;
) Public Offering of
) Units-Public
) Offering Price
)

* Not applicable, answer negative or not required.

(d) Price differentials) Public Offering of
) Units - Public
) Offering Price; - Volume
) Discount

(e) Certain other fees, etc.) Rights of Unit Holders
payable by Holders)

(f) Certain profits receivable) Redemption - Right of
by Depositor, principal) Redemption; Profit of
Underwriters, Trustee or) Sponsor
affiliated persons)

(g) Ratio of annual charges to) *
income)

14. Issuance of Trust's Securities) Introduction; Rights of
) Unit Holders
)

15. Receipt and handling of) Public Offering of Units-
payments from purchasers) Profit of Sponsor

16. Acquisition and disposition of) Introduction; The Trust-
underlying securities) Summary Description of the
) Portfolio; - Objectives
) and Securities Selection;
) Administration of the
) Trust

17. Withdrawal or redemption by) Redemption;
Security Holders) Public Offering of Units-
) Secondary Market; Rights
) of Unit Holders

18. (a) Receipt and disposition of) Administration of the
income) Trust

(b) Reinvestment of distribu-) Reinvestment Program
tions)

(c) Reserves or special fund) Administration of the
) Trust-Distribution from the
) Interest and Principal
) Accounts

(d) Schedule of distribution) *

* Not applicable, answer negative or not required.

19. Records, accounts and report) Administration of the
) Trust-Records and

-) Accounts;-Reports to
) Unit Holders
20. Certain miscellaneous provisions of Indenture) Administration of the
) Trust; Amendment and
) Termination; Trustee;
) Sponsor
21. Loans to Security Holders) *
22. Limitations on liability) Sponsor; Trustee;
) Evaluator
23. Bonding arrangements) Included in Form N-8B-2
24. Other material provisions of Indenture) *
)
- III. ORGANIZATION, PERSONNEL AND AFFILIATED
PERSONS OF DEPOSITOR
25. Organization of Depositor) Sponsor
26. Fees received by Depositor) Expenses and Charges -
) fees; Public Offering of
) Units-Profit of Sponsor
27. Business of Depositor) Sponsor and Included
) in Form N-8B-2
28. Certain information as to officials and affiliated persons of Depositor) Included in Form N-8B-2
)
)
29. Voting securities of Depositor) Included in Form N-8B-2
30. Persons controlling Depositor) *
31. Payments by Depositor for certain other services) *
)
32. Payments by Depositor for certain other services rendered to Trust) *
)
)

* Not applicable, answer negative or not required.

33. Remuneration of employees of Depositor for certain services rendered to Trust) *
)
)
34. Remuneration of other persons for certain services rendered to Trust) *
)
)
- IV. DISTRIBUTION AND REDEMPTION OF SECURITIES
35. Distribution of Trust's securities by states) Public Offering of Units-
) Public Distribution
36. Suspension of sales of Trust's securities) *
)
37. Revocation of authority to distribute) *
)
38. (a) Method of distribution) Public Offering of Units
(b) Underwriting agreements)
(c) Selling agreements)

39. (a) Organization of principal Underwriter) Sponsor
 (b) N.A.S.D. membership of principal Underwriter))
40. Certain fees received by principal Underwriter) Public Offering of Units-
) Profit of Sponsor
41. (a) Business of principal Underwriter) Sponsor
 (b) Branch officers of principal Underwriter) *
 (c) Salesman 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) Public Offering of Units
 (b) Schedule as to offering price) *
 (c) Variation in offering price to certain persons) *

* Not applicable, answer negative or not required.

45. Suspension of redemption rights) *
46. (a) Redemption valuation) Public Offering of Units-
) Secondary Market; Redemp-
) tion
 (b) Schedule as to redemption price) *
))
47. Maintenance of position in underlying securities) See items 10(d), 44
) and 46

V. INFORMATION CONCERNING THE TRUSTEE OR CUSTODIAN

48. Organization and regulation of Trustee) Trustee
49. Fees and expenses of Trustee) Summary of Essential
) Information; Expenses and
) Charges
50. Trustee's lien) Expenses and Charges

VI. INFORMATION CONCERNING INSURANCE OF HOLDERS OF SECURITIES

51. (a) Name and address of Insurance Company) *
 (b) Type of policies) *
 (c) Type of risks insured and excluded) *
 (d) Coverage of policies) *
 (e) Beneficiaries of policies) *
 (f) Terms and manner of cancellation) *
 (g) Method of determining premiums) *
 (h) Amount of aggregate) *

- premiums paid)
- (i) Who receives any part of) *
- premiums)
- (j) Other material provisions) *
- of the Trust relating to)
- insurance)

* Not applicable, answer negative or not required.

VII. POLICY OF REGISTRANT

- 52. (a) Method of selecting and) Introduction; The Trust-
- eliminating securities from) Objectives and Securities
- the Trust) Selection; -Summary
-) Description of the
-) Portfolio
- (b) Elimination of securities) *
- from the Trust)
- (c) Policy of Trust regarding) Introduction; The Trust-
- substitution and elimina-) Objectives and
- tion of securities) Securities Selection
- (d) Description of any funda-) *
- mental policy of the Trust)
- 53. Taxable status of the Trust) Cover of Prospectus;
-) Tax Status of the Trust

VIII. FINANCIAL AND STATISTICAL INFORMATION

- 54. Information regarding the) *
- Trust's past ten fiscal years)
- 55. Certain information regarding) *
- periodic payment plan certifi-)
- ates)
- 56. Certain information regarding) *
- periodic payment plan certifi-)
- ates)
- 57. Certain information regarding) *
- periodic payment plan certifi-)
- ates)
- 58. Certain information regarding) *
- periodic payment plan certifi-)
- ates)
- 59. Financial statements) Statement of Financial
- (Instruction 1(c) to Form S-6)) Condition

* Not applicable, answer negative or not required.

DEAN
WITTER
SELECT
Government Trust

U.S. TREASURY SERIES 7
(LADDERED MATURITIES)

500,000 Units
(A Unit Investment Trust)

Standard & Poor's Corporation Rating: AAA

The Trust was formed for the purpose of providing safety of capital and current monthly distributions of interest through investment in a portfolio consisting primarily of current interest-bearing United States Treasury obligations that are backed by the full faith and credit of the United States Government. The Securities will mature in a "laddered" fashion over approximately five years and will provide for the return to the Unit Holders of approximately 20% of the per Unit face amount of the Securities initially included in the Trust approximately every 12 months beginning in 1996. The value of the Units of the Trust will fluctuate with the value of the portfolio of underlying Securities. Interest income (including original issue discount) or capital gains, if any, are exempt from federal withholding taxes for qualified foreign investors if certain conditions are met. UNITS OF A TRUST ARE NOT DEPOSITS OR OBLIGATIONS OF, OR GUARANTEED OR ENDORSED BY, ANY BANK, AND THE UNITS ARE NOT FEDERALLY INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION, FEDERAL RESERVE BOARD OR ANY OTHER AGENCY.

Sponsor: (DEAN WITTER REYNOLDS INC. LOGO)

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

READ AND RETAIN THIS PROSPECTUS FOR FUTURE REFERENCE.

PROSPECTUS DATED MARCH 17, 1994

ATTENTION FOREIGN INVESTORS: YOUR
INCOME FROM THIS TRUST IS EXEMPT
FROM FEDERAL WITHHOLDING TAXES WHEN
CERTAIN CONDITIONS ARE MET UNDER CURRENT LAW.

This Prospectus does not contain all of the information with respect to the investment company set forth in its registration statement and exhibits relating thereto which have been filed with the Securities and Exchange Commission, Washington, D.C. under the Securities Act of 1933 and the Investment Company Act of 1940, and to which reference is hereby made.

DEAN WITTER SELECT GOVERNMENT TRUST
U.S. TREASURY SERIES 7

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SPONSOR	EVALUATOR	TRUSTEE
<p><S> Dean Witter Reynolds Inc. Two World Trade Center New York, New York 10048</p>	<p><C> Kenny S&P Evaluation Services, a division of Kenny Information Systems, Inc. 65 Broadway New York, New York 10006</p>	<p><C> The Bank of New York 101 Barclay Street New York, New York 10286</p>

</TABLE>

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS WITH RESPECT TO THIS INVESTMENT COMPANY NOT CONTAINED IN THIS PROSPECTUS AND ANY INFORMATION OR REPRESENTATION NOT CONTAINED HEREIN MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO BUY, SECURITIES IN ANY STATE TO ANY PERSON TO WHOM IT IS NOT LAWFUL TO MAKE SUCH OFFER IN SUCH STATE.

<TABLE>	
<S>	
Face Amount of Securities.....	\$500,000.00
Number of Units.....	500,000++
Fractional Undivided Interest in the Trust Represented by Each Unit.....	1/500,000th
Public Offering Price per 1,000 Units	
Aggregate offering side evaluation of Securities in the Trust.....	\$ 497,406

Divided by 500,000 Units multiplied by 1,000.....	\$ 994.81
Plus sales charge of 1.50% of Public Offering Price (1.523% of net amount invested in Securities).....	15.15

Public Offering Price per 1,000 Units*.....	\$ 1,009.96

Sponsor's Repurchase Price and Redemption Price per 1,000 Units (based on bid side evaluation of underlying Securities, \$15.78 less than Public Offering Price per 1,000 Units).....	
	\$ 994.18

Calculation of Estimated Net Annual Interest Rate per 1,000 Units (based on face amount of \$1,000 per 1,000 Units)	
Annual Interest rate per 1,000 Units.....	5.500%
Less estimated annual expenses per 1,000 Units (\$1.93 expressed as a percentage).....	.193%

Estimated net annual interest rate per 1,000 Units.....	5.307%

Daily Rate at which Estimated Net Interest Accrues per 1,000 Units.....	
	0.014%
Estimated Long-Term Return (based on Public Offering Price)**.....	5.431%
Estimated Current Return (based on Public Offering Price)**.....	5.254%
Monthly Interest Distributions per 1,000 Units	
First distribution, to be paid on April 15, 1994 to Holders of record on April 9, 1994.....	\$ 2.35
Calculation of second and following distributions:	
Estimated net annual interest income.....	\$ 53.07
Divided by 12.....	\$ 4.42
</TABLE>	

<TABLE>	
<S>	
Mandatory Termination Date.....	<C> May 1, 2000
Sponsor's Profit on Deposit.....	None
Record Date:.....	Interest distributions: the ninth day of each month. Principal distributions: the first business day following the maturity of each Security.
Distribution Date:.....	Interest distributions: the fifteenth day of each month. Principal distributions: the third business day following the maturity of each Security.
Minimum Principal Distribution:.....	No distribution need be made from the Principal Account if balance therein is less than \$1.00 per 1,000 Units outstanding.
Trustee's Annual Fee and Expenses (including estimated expenses and Evaluator's fee): \$1.68 per \$1,000 face amount of underlying Securities payable commencing April 9, 1994.....	
	\$1.68
Sponsor's Annual Portfolio Supervision Fee: Maximum of \$.25 per \$1,000 face amount of underlying Securities.....	
	0.25
Total Estimated Annual Expense per 1,000 Units.....	
	\$1.93
Evaluator's Fee for each Evaluation: \$10.00 plus \$.40 for each issue of underlying Securities	
Evaluation Time:.....	11:00 A.M. New York Time on Date of Deposit and 4:00 P.M. thereafter
Discretionary Liquidation Amount:.....	The Indenture may be terminated by the Sponsor if the value of the Trust at any time is less than 40% of the market value of Securities deposited in the Trust.+++
</TABLE>	

- - - - -
+As of the Date of Deposit. The Date of Deposit is the date on which the Indenture was signed and the deposit of Securities with the Trustee was made.

++The number of Units will be increased as the Sponsor deposits additional Securities into the Trust. (See "Introduction".)

+++The final distribution will be made within 5 business days following the receipt of proceeds from the sale of all Securities in the Trust. (See "Administration of the Trust -- Termination".)

*No accrued interest will be added to the Public Offering Price in connection with purchases of Units contracted for on March 17, 1994. With respect to purchases contracted for after such date, accrued interest from March 24, 1994, the first expected settlement date, to, but not including the date of settlement (normally five business days after purchase) will be added to the Public Offering Price.

**The Estimated Current Return is calculated by dividing the product of the Estimated Net Annual Interest Rate per Unit times \$1,000 by the Public Offering Price. The Estimated Net Annual Interest Rate will vary with changes in fees and expenses of the Trustee and the Evaluator and with the principal prepayment or redemption, if applicable, maturity, exchange or sale of Securities while the Public Offering Price will vary with changes in the offering price of the underlying Securities; therefore, there is no assurance that the present Estimated Current Return indicated above will be realized in the future. The Estimated Long Term Return is calculated using a formula which (1) takes into consideration, and factors in the relative weightings of, the market values, yields (which takes into account the amortization of premiums and the accretion of discounts) and estimated retirements of all of the Securities in the Trust and (2) takes into account the expenses and sales charge associated with each Unit. Since the market values and estimated retirements of the Securities and the expenses of the Trust will change, there is no assurance that the present Estimated Long Term Return as indicated above will be realized in the future. The Estimated Current Return and Estimated Long Term Return are expected to differ because the calculation of the Estimated Long Term Return reflects the estimated date and amount of principal returned while the Estimated Current Return calculations include only estimated net annual interest income and Public Offering Price as of the Date of Deposit.

The Estimated Long Term Return and Estimated Current Return are increased for transactions entitled to a reduced sales charge. (See "The Trust -- Estimated Annual Income, Estimated Current Return and Estimated Long Term Return" and "Public Offering of Units -- Volume Discount".)

SUMMARY OF ESSENTIAL INFORMATION -- (CONTINUED)

THE TRUST -- The Dean Witter Select Government Trust, U.S. Treasury Series 7 (the "Trust") is a unit investment trust composed primarily of current interest-bearing United States Government Treasury obligations issued after July 18, 1984 or contracts to purchase such obligations, listed in the Schedule of Portfolio Securities herein (the "Securities"). The Securities are direct obligations of the United States and are backed by the full faith and credit of the United States Government. The Trust was created under the laws of the State of New York pursuant to an Indenture (as hereinafter defined). The objectives of the Trust are to provide safety of capital and current monthly distributions of interest through investment in a portfolio consisting primarily of current interest-bearing United States Treasury obligations. After the initial Date of Deposit, the Sponsor may deposit additional Securities in the Trust (whereby additional Units would be offered to the public) provided that such deposit of additional Securities (the "Additional Securities") maintains, to the extent possible, the original proportionate relationship with respect to the principal amounts of Securities of specified interest rates and ranges of maturities in the Trust. (See: "The Trust -- Special Considerations".)

The Trust consists of a fixed portfolio of United States Treasury obligations with consecutive annual maturities ranges from February 15, 1996 to April 15, 2000 (referred to as "laddered maturities"). By doing so, the Trust maintains a portion of the Portfolio in longer-term Securities. As the Securities mature, the Trust will return to Unit Holders approximately every 12 months beginning in 1996, approximately 20% of the per Unit face amount of the Securities initially included in the Trust. If interest rates rise, Unit Holders may be able to reinvest their principal distributions as received in higher-yielding obligations. Therefore, Unit Holders are not "locking up" all of their principal investment over the life of the Trust. Conversely, however, if interest rates decline, Unit Holders will be receiving payments of principal at times when only lower-yielding investments of comparable quality are available. Reinvesting at such time may result in an over-all lower yield than would result from a single investment maturing at the close of the life of the Trust.

MONTHLY DISTRIBUTIONS -- Monthly distributions of interest will be made on or shortly after the fifteenth day of each month to Unit Holders of record on the ninth day of each month commencing with the first distribution on the date indicated herein. Distribution of principal upon maturity of each Security will be made on the third business day after the maturity date of such Security to Holders of record on the first business day following such maturity date. The Sponsor believes that interest income from this Trust (including original issue discount) should be free from state income taxes on individuals. In addition, an exemption from federal withholding taxes is available to qualified foreign Unit Holders meeting certain requirements. (See: "Tax Status of the Trusts").

Principal from sales, redemptions and maturities of bonds will be distributed as received, to the extent not utilized for the redemption of Units or payment of Trust expenses. Interest payments will decline as principal is returned.

SECURITIES -- Five issues of Securities were deposited in the Trust on the initial Date of Deposit in the following proportions based on a percentage of total principal amount:

<TABLE>
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TITLE OF SECURITY	PROPORTIONATE RELATIONSHIP OF FACE AMOUNT
<S>	<C>
4.625% U.S. Treasury Notes Due February 15, 1996	20%
6.25% U.S. Treasury Notes Due January 31, 1997	20
5.625% U.S. Treasury Notes Due January 31, 1998	20
5.50% U.S. Treasury Notes Due February 28, 1999	20
5.50% U.S. Treasury Notes Due April 15, 2000	20
	--
	100%

</TABLE>

PRIMARY MARKET PUBLIC OFFERING PRICE -- The Initial Public Offering Price per 1,000 Units is equal to the aggregate offering side evaluation of the underlying Securities (the price at which they could be directly purchased by the public assuming they were available), divided by the number of Units outstanding multiplied by 1,000, plus a sales charge of 1.523% of such offering side evaluation per 1,000 Units (the net amount invested); this results in a sales charge of 1.5% of the Public Offering Price. Units are offered at the Public Offering Price plus the entire amount of accrued interest owed on the underlying Securities for Units which settle after the first settlement date for the Units (normally five business days after purchase). (See: "Public Offering of Units").

SECONDARY MARKET FOR UNITS -- The Sponsor, though not obligated to do so, intends to maintain a secondary market for the Units based on the aggregate bid

side evaluation of the underlying Securities. If such market is not maintained, a Unit Holder will be able to dispose of his Units through redemption at prices based on the aggregate bid side evaluation of the underlying Securities (see: "Redemption"). Market conditions may cause such prices to be greater or less than the amount paid for Units.

SPECIAL CONSIDERATIONS -- An investment in Units of the Trust should be made with an understanding of the risks which an investment in fixed rate intermediate-term debt obligations may entail, including the risk that the value of the Units will decline with increases in interest rates. An increase in interest rates can be expected to reduce the value of the Securities and result in a loss to Unit Holders selling or redeeming Units prior to the maturity of each Security. In addition, an early redemption at par of a security purchased at a premium, if applicable, or a maturity at par of a security purchased at a premium will result in a reduction in yield and a loss of principal to the Unit Holders. The timing and percentage amount of principal return may vary from the estimated cash flow schedule on the Date of Deposit resulting in the

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increase in, the decrease in, or the elimination of, a return of principal in one or more years. The Trust is considered to be concentrated in Securities issued by the United States of America. (See "The Trust -- Special Considerations" and "The Trust -- Summary Description of the Portfolio".)

PUBLIC DISTRIBUTION -- Sales of Units may be made pursuant to distribution arrangements with certain banks and/or other entities subject to regulation by the Office of the Comptroller of the Currency (including NationsSecurities, a partnership created pursuant to a joint venture between NationsBank of North Carolina, N.A. and an affiliate of the Sponsor) which are acting as agents for their customers. These banks and/or entities are making Units of the Trust available to their customers on an agency basis. A portion of the sales charge paid by these customers is retained by or remitted to such banks or entities in an amount equal to the fee customarily received by an agent for acting in such capacity in connection with the purchase of Units. The Glass Steagall Act prohibits banks from underwriting certain securities, including Units of the Trust; however, this Act does permit certain agency transactions, and banking regulators have not indicated that these particular agency transactions are impermissible under this Act. In Texas, as well as certain other states, any bank making Units available must be registered as a broker-dealer in that State.

MINIMUM PURCHASE -- \$1,000 (\$250 for IRAs).

TABLE OF ESTIMATED CASH FLOW TO UNIT HOLDERS

The table below sets forth, per 1,000 Units, the estimated monthly distributions of principal and interest to Unitholders. The table assumes no changes in expenses, no changes in current interest rates and no exchanges, redemptions, sales or prepayments of the underlying Securities prior to maturity and the receipt of principal upon maturity. Actual distributions may vary.

<TABLE>

<CAPTION>

DATE	\$ AMOUNT
-----	-----
<S>	<C>
April 1994	2.35
May 1994 - January 1996	4.42
February 1996	204.77
March 1996 - January 1997	3.68
February 1997	203.14
March 1997 - January 1998	2.67

<CAPTION>

DATE	\$ AMOUNT
-----	-----
<S>	<C>
February 1998	202.20
March 1998 - February 1999	1.77
March 1999	201.29
April 1999 - March 2000	0.88

INDEPENDENT AUDITORS' REPORT

THE UNIT HOLDERS, SPONSOR AND TRUSTEE
 DEAN WITTER SELECT GOVERNMENT TRUST
 U.S. TREASURY SERIES 7

We have audited the accompanying statement of financial condition and schedule of portfolio securities of the Dean Witter Select Government Trust, U.S. Treasury Series 7, as of March 16, 1994. These financial statements are the responsibility of the Trustee. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Our procedures included confirmation of the irrevocable letter of credit and contracts for the purchase of securities, as shown in the statement of financial condition and schedule of portfolio securities as of March 16, 1994, by correspondence with The Bank of New York, the Trustee. An audit also includes assessing the accounting principles used and significant estimates made by the Trustee, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the statement of financial condition and schedule of portfolio securities referred to above present fairly, in all material respects, the financial position of the Dean Witter Select Government Trust, U.S. Treasury Series 7 as of March 16, 1994 in conformity with generally accepted accounting principles.

DELOITTE & TOUCHE
 March 16, 1994
 New York, New York

STATEMENT OF FINANCIAL CONDITION

DEAN WITTER SELECT GOVERNMENT TRUST
 U.S. TREASURY SERIES 7
 AS OF MARCH 16, 1994

<TABLE>
 <CAPTION>
 TRUST PROPERTY
 <S>

<C> <C>

Sponsor's Contracts to Purchase underlying Securities backed by an irrevocable letter of credit (a).....	\$497,406.00
Accrued interest to Date of Deposit on underlying Securities(a) (b).....	4,497.57

Total.....	\$501,903.57

LIABILITY AND INTEREST OF UNIT HOLDERS

Liability:

Accrued interest to Date of Deposit on underlying Securities

(a) (b)..... \$ 4,497.57

Interest of Unit Holders:

Units of fractional undivided interest outstanding:

Cost to investors (c)..... \$504,981.49

Gross underwriting commissions (d)..... (7,575.49) \$497,406.00

Total..... \$501,903.57

<FN>

- (a) The aggregate value of the Securities represented by Contracts to Purchase listed under "Schedule of Portfolio Securities" and their cost to the Trust are the same. The value is determined by the Evaluator on the basis set forth under "Public Offering of Units -- Public Offering Price". An irrevocable letter of credit drawn on Morgan Guaranty Trust Company of New York in the amount of \$500,000.00 has been deposited with the Trustee. The amount of the letter of credit includes \$497,406.00 (equal to the Purchase Price to Sponsor) for the purchase of \$500,000.00 face amount of Securities pursuant to contracts to purchase Securities, plus \$4,497.57 covering accrued interest thereon.
- (b) The Trustee will advance an amount equal to the accrued interest on the underlying Securities to the first expected settlement date (normally five business days after purchase) and such amount will be distributed to the Sponsor as the holder of record on such date as set forth under Part B--"Public Offering of Units--Public Offering Price."
- (c) The aggregate Public Offering Price (exclusive of accrued interest) is computed on the basis set forth under "Public Offering of Units -- Public Offering Price".
- (d) The aggregate sales charge of 1.50% of the Public Offering Price per Unit is computed on the basis set forth under "Public Offering of Units -- Public Offering Price".
- (e) The Trustee has custody of/and responsibility for all accounting and financial books, records, financial statements and related data of the Trust and is responsible for establishing and maintaining a system of internal control directly related to, and designed to provide reasonable assurance as to the integrity and reliability of financial reporting of the Trust. The Trustee is also responsible for all estimates and accruals reflected in the Trust's financial statements. The Evaluator determines the price for each underlying Security included in the Trust's Schedule of Portfolio Securities on the basis set forth in Part B--"Public Offering of Units--Public Offering Price." Under the Securities Act of 1933, as amended (the "Act"), the Sponsor is deemed to be an issuer of the Trust's Units. As such, the Sponsor has the responsibility of an issuer under the Act with respect to financial statements of the Trust included in the Registration Statement under the Act and amendments thereto.

</TABLE>

SCHEDULE OF PORTFOLIO SECURITIES
 DEAN WITTER SELECT GOVERNMENT TRUST
 U.S. TREASURY SERIES 7
 AS OF MARCH 16, 1994

<TABLE>
 <CAPTION>

PORTFOLIO NO.	TITLE OF SECURITIES CONTRACTED FOR (1)	FACE AMOUNT	COUPON RATE	MATURITY DATE	COST OF SECURITIES TO TRUST (2) (3)
<C>	<S>	<C>	<C>	<C>	<C>
1.	U.S. Treasury Note	\$ 100,000	4.625%	02/15/96	\$ 99,406
2.	U.S. Treasury Note	100,000	6.250%	01/31/97	102,406
3.	U.S. Treasury Note	100,000	5.625%	01/31/98	99,875
4.	U.S. Treasury Note	100,000	5.500%	02/28/99	98,375
5.	U.S. Treasury Note	100,000	5.500%	04/15/00	97,344

<FN>

(1) The contracts to purchase Securities were entered into on March 16, 1994 with the final settlement date expected to be March 23, 1994.
(2) Offering prices of Securities are determined by the Evaluator on the basis stated under "Public Offering of Units -- Public Offering Price". The aggregate value based on the bid side evaluation at the Evaluation Time on the Date of Deposit was \$497,091, which is \$315 lower than the aggregate Cost of Securities to Trust based on the offering side evaluation.
(3) Other information regarding Securities in the Trust:
(a) Purchase Price of Securities to Sponsor was \$497,406.
(b) Estimated Annual Interest Income to the Trust is \$27,500.
</TABLE>

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No Postage
Necessary
If Mailed
In The
United States

BUSINESS REPLY MAIL
FIRST CLASS PERMIT NO. 40864 NEW YORK, N.Y.

POSTAGE WILL BE PAID BY ADDRESSEE

THE BANK OF NEW YORK
DEAN WITTER SELECT GOVERNMENT
REINVESTMENT PROGRAM
UNIT INVESTMENT TRUST DIVISION
P.O. BOX 974 -- WALL STREET STATION
NEW YORK, N.Y. 10268-0974

DEAN WITTER SELECT GOVERNMENT TRUST REINVESTMENT PROGRAM
REQUEST FORM

I would like to learn more about the Reinvestment Program offered by the Sponsor. I understand that my request for more information regarding the Reinvestment Program in no way obligates me to participate in the Reinvestment Program, and that this request form is not an offer to sell.

Please send me more information, including a current prospectus for the Dean Witter U.S. Government Money Market Trust.

<TABLE>
<S>
Date: _____, 19____
My name: _____
(please print)
My address,
including Zip Code: _____
(please print)

Signature: _____
</TABLE>

<C>
Signature of
Registered Holder: _____
(Two signatures if joint tenancy)
My Social Security No.: _____
My Brokerage Firm's Name: _____
City & State: _____
Brokerage Firm's
Account Number: _____

(All Information MUST Be Completed)

OFFERING HIGHLIGHTS

NOW FOR AS LITTLE AS \$1,000, YOU CAN INVEST IN
A "AAA" RATED PORTFOLIO OF U.S. TREASURY SECURITIES AND ENJOY THESE IMPORTANT
BENEFITS:

- SAFETY AND QUALITY -- The Trust invests in U.S. Treasury securities, which are backed by the full faith and credit of the United States Government.
- LADDERED MATURITIES -- The Trust's Portfolio has been structured to maintain a portion of the Portfolio in longer-term securities while paying a portion of the face value of your principal investment at intervals over the life of the Trust, rather than only at termination.
- MONTHLY INCOME -- The Trust offers investors monthly distributions of interest.
- INCOME FREE FROM STATE INCOME TAXES -- The Sponsor believes that the interest income from the Trust (including original issue discount) should be free from state income taxes on individuals.
- TAX-EXEMPT FOR FOREIGN INVESTORS -- Interest (including original issue discount) and capital gains are exempt from federal withholding taxes for qualified foreign investors if certain conditions are met.

The Offering Features are a part of the prospectus and should be read in
conjunction
with the entire prospectus.

Invest for Safety of Capital and Current Monthly
Income Through a Portfolio of U.S. Treasury Securities.

Safety and Quality

U.S. Treasury securities are considered one of the most attractive investments available. They are regarded as a "safe" investment since payment of interest and principal is an obligation of the United States Government. Although the Units of the Trust are not guaranteed by the United States Government, Standard & Poor's Corporation has rated Units of the Trust "AAA". This rating is assigned to investments offering the highest degree of safety and quality.

Laddered Maturities

The portfolio of the Trust consists of government securities with annual maturities ranging from February 15, 1996 to April 15, 2000. The Trust will distribute approximately 20% of the per Unit face amount of the securities initially included in the Trust as received approximately every 12 months, beginning in 1996. By structuring the Portfolio in this way, the Trust maintains a portion of the Portfolio in longer-term securities while paying a portion of the face value of your principal investment at intervals over the life of the Trust, rather than paying the entire amount at the termination of the Trust. If interest rates rise, a portion of your investment will then be available for you to reinvest at higher rates. If interest rates fall, the portion of monies that remains invested will continue to earn relatively higher rates of income, although the portion that is distributed can be reinvested in comparable securities only at these lower rates.

Defined Portfolio

The Trust is a fixed portfolio -- all of the securities in the Trust are listed in the Prospectus so you know in advance what you are purchasing and avoid the difficulty of assembling a portfolio on your own. Principal is returned on fixed dates specified in the Prospectus so you know when to expect distributions before you invest.

Monthly Income

Even though U.S. Treasury securities pay interest on a semi-annual basis, the Trust will make interest distributions monthly. Or, if you prefer, you may have these earnings reinvested automatically.

Automatic Reinvestment

Investors may elect to automatically reinvest interest income, as well as principal distributions, in the Dean Witter US Government Money Market Trust. Reinvesting interest and principal keeps your capital continually working for you.

Income Free from State Income Taxes

The Sponsor believes that interest income from the Trust (including original issue discount) should be free from state income taxes on individuals. Please check with your tax counsel.

The Offering Features are a part of the prospectus and should be read in conjunction with the entire prospectus.

Tax Exempt to Foreign Holders

A qualified foreign holder will not be subject to federal withholding taxes on any interest (including original issue discount) or capital gains derived through the Trust if certain conditions are met.

Low Minimum Investment

Each Unit is conveniently priced at approximately \$1.00 and the minimum purchase is \$1,000 (\$250 for IRAs).

Volume Discounts

The price of each Unit is based on the offering side value of the U.S. Treasury securities in the portfolio. The offering price during the initial offering period includes a maximum one-time sales charge of 1.50%. Volume discounts are available on orders of \$250,000 or more.

Liquidity at No Charge

All or a portion of your Units can be redeemed at any time, without charge. The price you receive is based on the underlying bid side evaluation of the Treasury securities in the portfolio as determined each day by an independent evaluator. The price you receive will reflect the current market conditions and could be more or less than the price originally paid.

Retirement Accounts

The Dean Witter Select Government Trust, U.S. Treasury Portfolio may be a suitable investment for a tax-deferred retirement account such as an IRA or Keogh plan.

The Offering Features are a part of the prospectus and should be read in conjunction with the entire prospectus.

PROSPECTUS PART B
DEAN WITTER SELECT GOVERNMENT TRUST
U.S. TREASURY SERIES 7

INTRODUCTION

The Dean Witter Select Government Trust, U.S. Treasury Series 7 (the "Trust") was created under the laws of the State of New York pursuant to a Trust Indenture and Agreement and a related Reference Trust Agreement (collectively, the "Indenture"),* among Dean Witter Reynolds Inc. (the "Sponsor"), The Bank of New York (the "Trustee") and Kenny Information Systems, Inc. (the "Evaluator"). The Sponsor, Dean Witter Reynolds Inc., is a principal operating subsidiary of Dean Witter, Discover & Co., a publicly traded corporation. (See: "Sponsor".) The objectives of the Trust are to provide investors with safety of capital and current monthly distributions of interest through investment in a fixed portfolio of Securities (the "Portfolio"), consisting of U.S. Treasury obligations, which are backed by the full faith and credit of the United States Government. Because the Securities (as defined below) in the Trust have consecutive or "laddered" maturities, the Trust will maintain a portion of the Portfolio in longer-term securities while paying to Unit Holders a portion of the principal invested each year, commencing in the year set forth in the first part of this prospectus.

On the date of creation of the Trust (the "Date of Deposit"), the Sponsor deposited with the Trustee the underlying securities and contracts and funds (represented by the irrevocable letter(s) of credit issued by major commercial bank(s)) for the purchase of such securities (the "Securities"). (See: "Schedule of Portfolio Securities".) The Trust was created simultaneously with the execution of the Indenture and the deposit of the Securities with the Trustee. The Trustee then immediately delivered to the Sponsor certificates of beneficial interest (the "Certificates") representing the units (the "Units") comprising the entire ownership of the Trust. Through this Prospectus, the Sponsor is offering the Units, including Additional Units, as defined below, for sale to the public. The holders of Certificates (the "Unit Holders") will have the right to have their Units redeemed at a price based on the aggregate bid side evaluation of the Securities (the "Redemption Price") if they cannot be sold in the secondary market which the Sponsor, although not obligated to, proposes to maintain. In addition, the Sponsor may offer for sale through this Prospectus Units which the Sponsor may have repurchased in the secondary market or upon the tender of such Units for redemption.

With the deposit of the Securities in the Trust on the initial Date of Deposit, the Sponsor established a proportionate relationship between the principal amounts of U.S. Treasury obligations of specified interest rates and ranges of maturities in the Portfolio. During the 90-day period following the initial Date of Deposit, the Sponsor is permitted under the Indenture to deposit additional Securities (the "Additional Securities") and any cash in the Trust not held for distribution to Unit Holders prior to the deposit, resulting in a corresponding increase in the number of Units outstanding (the "Additional Units"). Such Additional Units may be continuously offered for sale to the public by means of this Prospectus. The Sponsor anticipates that any Additional Securities deposited in the Trust during the 90-day period subsequent to the initial Date of Deposit will maintain, as far as practicable, the original proportionate relationship between the principal amounts of U.S. Treasury obligations of specified interest rates and ranges of maturities in the Portfolio established on the Date of Deposit. Precise duplication of this original proportionate relationship may not be possible because fractions of U.S. Treasury obligations may not be purchased or for other reasons, but duplication will continue to be the goal in connection with any such deposit of Additional Securities. (These original proportionate relationships on the initial Date of Deposit are set forth in "Summary of Essential Information".) Deposits of Additional Securities in the Portfolio subsequent to the 90-day period following the initial Date of Deposit must replicate exactly the proportionate relationship among the principal amounts of Securities comprising the Portfolio at the time of replication.

On the initial Date of Deposit, each Unit represented the fractional undivided interest in the Securities and net income of the Trust set forth under "Summary of Essential Information" in the ratio of 1 Unit for each approximately \$1 principal amount of Securities initially deposited in the Trust. Because regular payments of principal are to be received and certain of the Securities will mature in accordance with their terms or may be sold under certain circumstances described herein and because Additional Securities may be deposited into the Trust from time to time, the Trust is not expected to retain its present size and composition. Units will remain outstanding until redeemed upon tender to the Trustee by any Unit Holder (which may include the Sponsor) or until the termination of the Trust pursuant to the Indenture.

THE TRUST

SPECIAL CONSIDERATIONS

An investment in Units of the Trust should be made with an understanding of the risks which an investment in fixed rate debt obligations may entail, including the risk that the value of the Portfolio, and hence of the Units, will decline with increases in interest rates. The value of the underlying Securities will fluctuate inversely with changes in interest rates. In recent years, the national economy has experienced significant variations in rates of inflation and economic growth, substantial increases in the national debt, substantial increase in reliance upon foreign

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* Reference is hereby made to said Indenture and any statements contained herein are qualified in their entirety by the provisions of said Indenture.

investors to finance the national debt, and material reformulation of federal tax, monetary and regulatory policies. These conditions have been associated with wide fluctuations in interest rates and thus in the value of fixed rate debt obligations. The Sponsor cannot predict whether such fluctuations will continue in the future.

The Securities in the Portfolio were chosen in part on the basis of their respective stated maturity dates. The ranges of maturity dates of each of the Securities contained in the Portfolio are shown on the "Schedule of Portfolio Securities".

The Trust may be an appropriate medium for investors who desire to invest in a portfolio of taxable fixed income federal securities offering the safety of capital provided by an investment in U.S. Treasury obligations backed by the full faith and credit of the United States Government. Investors in the Trust may find it advantageous to elect to reinvest the monthly distributions expected to be made by the Trust, under the Reinvestment Program of the Sponsor. (See: "Reinvestment Program".)

Certain of the Securities in the Trust may have been acquired at a market premium. Securities trade at a premium because the interest rates on the Securities are higher than interest on comparable debt securities being issued at currently prevailing interest rates. The current returns of securities trading at a market premium are higher than the current returns of comparably rated debt securities of a similar type issued at currently prevailing interest rates because premium securities tend to decrease in market value as they approach maturity, when the face amount becomes payable. Because part of the purchase price is thus returned not at maturity but through current income payments, an early redemption at par of a security purchased at a premium, if applicable, or a maturity at par of a security purchased at a premium will result in a reduction in yield and a loss of principal to the Unit Holders. If currently prevailing interest rates for newly issued and otherwise comparable securities increase, the market premium of previously issued securities will decline and if currently prevailing interest rates for newly issued comparable securities decline, the market premium of previously issued securities will increase, other things being equal. Market premium attributable to interest rate changes does not indicate market confidence in the issue.

SUMMARY DESCRIPTION OF THE PORTFOLIO

The Portfolio consists of Securities issued by the United States of America ("Treasury Obligations"), which are direct obligations of the United States and therefore are backed by the full faith and credit of the United States Government. As used herein, the term "Securities" includes the Securities initially deposited in the Trust listed under "Schedule of Portfolio Securities" and any Additional Securities which may be acquired and held by the Trust in the

circumstances permitted by the provisions of the Indenture. The Securities are different issues of bonds, notes, debentures and other debt obligations with fixed final maturity dates. None of the Securities have any equity or conversion features. Most of the Securities are current interest-bearing obligations of the United States of America or, in the case of Securities not delivered on the Date of Deposit, contracts to purchase such obligations assigned to the Trustee. Certain of the Securities may be "zero coupon" obligations of the United States. A zero coupon bond makes no present interest payments. Rather, it makes one payment of its face amount at maturity.

Treasury Obligations represent 100% of the aggregate market value of the Portfolio. These Securities are sold by the United States Department of the Treasury (the "Treasury") to finance shortfalls between the Treasury's income and expenditures. Such gaps may have been planned and accounted for in the budget, or they may arise from unexpected changes in economic, political, fiscal and other circumstances. Treasury Securities constitute public debt of the United States and are, therefore, direct obligations of the United States.

The Trust consists of the Securities (or contracts to purchase such Securities together with an irrevocable letter or letters of credit for the purchase of such contracts) listed under "Schedule of Portfolio Securities" as long as such Securities may continue to be held from time to time in the Trust (including certain securities deposited in the Trust in exchange or substitution for any Securities pursuant to the Indenture) together with accrued and undistributed interest thereon and undistributed and uninvested cash realized from the disposition of Securities. Because certain of the Securities from time to time may be redeemed, if applicable, or will mature in accordance with their terms or may be sold under certain circumstances described herein, and because Additional Securities may be deposited into the Trust from time to time, the Trust is not expected to retain for any length of time its present size and composition.

In the event of a failure to deliver any Security that has been purchased for the Trust, including Securities purchased on a when, as and if issued basis ("Contract Obligations") (the "Failed Security" in the case of the failure to deliver a Security purchased for the Trust and a "Failed Contract Obligation" in the case of the failure to deliver a Contract Obligation), the Sponsor is authorized under the Agreement to direct the Trustee to acquire other securities (the "Replacement Securities") and to substitute them in the Portfolio of the Trust within 90 days of the initial Date of Deposit. Should any Security or Contract Obligation fail, and Replacement Securities are not substituted therefor in the Portfolio, the Sponsor will refund to each Unit Holder the portion of the sales charge and the pro rata portion of the cost of such Failed Security or Failed Contract Obligation.

Replacement Securities must be deposited with the Trustee within 20 days after delivery of notice of a Failed Security or a Failed Contract Obligation (but in no event later than the 90th day following the initial Date of Deposit) and the purchase price thereof (exclusive of accrued interest) may not exceed the amount of funds reserved by the Trustee pursuant to a letter of credit supplied by the Sponsor for the purchase of the Failed Security or Failed Contract Obligation. The Replacement Securities must (i) be Treasury Obligations, (ii) have a fixed maturity approximately the same as the fixed maturity of the Security replaced, and (iii) be purchased at a price that results in a yield to maturity and in a current return, in each case as of the date on which such Replacement Securities are deposited with the Trustee, which is equivalent (taking into consideration then current market conditions) to the yield to maturity and current return of the related Failed Security or Failed Contract

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Obligation. Whenever a Replacement Security has been acquired for the Trust, the Trustee shall, within five days thereafter, notify all Unit Holders of the acquisition of the Replacement Security and shall, no later than the next Distribution Date, make a pro rata distribution of the amount, if any, by which the cost to the Trust of the Failed Security or Failed Contract Obligation exceeded the cost of the Replacement Security.

The Sponsor, although not obligated to do so, intends to maintain a secondary market for the Units on the bid side of the market for the Units. (See: "Public Offering of Units -- Secondary Market".) Unit Holders of the

Trust, in the absence of a secondary market for Units, will have the right to have one or more of their Units redeemed with the Trustee at a price equal to the Redemption Value thereof (see: "Redemption"), based on the then aggregate bid price for the Securities in the Portfolio. Due to fluctuations in the market price of the Securities in the Portfolio and the fact that the initial Public Offering Price is based on the offering side of the market and includes a sales charge, among other factors, the amount realized by a Unit Holder upon the redemption or sale of Units may be less than the price paid for such Units by the Unit Holder.

RATING OF UNITS

Standard & Poor's Corporation has rated the Units of the Trust "AAA". This is the highest rating assigned by Standard & Poor's Corporation. (See: "Description of Rating".) Standard & Poor's Corporation has been compensated by the Sponsor for its services in rating Units of the Trust.

OBJECTIVES AND SECURITIES SELECTION

The Trust was formed to provide investors with an investment vehicle whose objectives are safety of capital and current monthly distributions of interest. There is no guarantee, however, that the Trust's objectives will be achieved.

Even though the Portfolio consists primarily of Treasury Obligations which pay interest no more often than semi-annually, the Trust will pay interest monthly through advances made by the Trustee, which will then be reimbursed when interest is received (see: "Distributions from Interest and Principal Accounts").

In selecting Securities for deposit in the Trust, the following factors, among others, were considered by the Sponsor: (i) the types of such securities available; (ii) the prices and yields of such securities relative to other comparable securities; and (iii) the maturities of such securities.

The yields on Securities of the type deposited in the Trust are dependent on a variety of factors, including general money market conditions, fluctuations in interest rates, general conditions of the government securities markets, size of a particular offering and the maturity of the obligations.

THE UNITS

On the initial Date of Deposit, each Unit represented the fractional undivided interest in the Trust set forth under "Summary of Essential Information", in the ratio of 1 Unit for each \$1 principal amount of Securities in the Trust. Thereafter, if Units are redeemed by the Trustee, the face amount of Securities in the Trust will be reduced by amounts allocable to redeemed Units, and the fractional undivided interest represented by each Unit in the balance will be increased, although the interest in the Trust assets represented by each Unit will remain unchanged. If additional Units are issued by the Trust (through deposit by the Sponsor of Additional Securities in connection with the issuance of Additional Units), the aggregate Securities in the Trust will be increased by amounts allocable to Additional Units, and the fractional undivided interest represented by each Unit in the balance will be decreased, although the interest in the Trust assets represented by each Unit will remain unchanged. Units will remain outstanding until redeemed upon tender to the Trustee by any Unit Holder (which may include the Sponsor) or until the termination of the Trust itself (see: "Redemption" and "Amendment and Termination of the Indenture - -- Termination").

ESTIMATED ANNUAL INCOME, ESTIMATED CURRENT RETURN AND ESTIMATED LONG-TERM RETURN

On the initial Date of Deposit, the estimated net annual income per 1,000 Units was estimated to be the amount set forth under "Summary of Essential Information". This figure is computed by dividing the total gross annual interest income expected to be received by the Trust by the number of Units outstanding on such date, less estimated annual fees and expenses of the Trustee, the Sponsor and the Evaluator, multiplied by 1,000 Units. Thereafter, the net annual income per 1,000 Units will change whenever Securities mature, are redeemed, or are sold, or as substitute or additional Securities are deposited into the Trust, or as the expenses of the Trust change. The fees of the Trustee, Sponsor and the Evaluator are subject to change without the consent of Unit Holders to the extent provided under "Expenses and Charges".

The Estimated Current Return is calculated by dividing the Estimated Net

Annual Income per Unit by the Public Offering Price per Unit. The Estimated Net Annual Income per Unit will vary with changes in fees and expenses of the Trustee and the Evaluator and with the principal prepayment, redemption, maturity, exchange or sale of Securities while the Public Offering Price will vary with changes in the offering price of the underlying Securities; therefore, there is no assurance that the present Estimated Current Return indicated in Part A will be realized in the future. The Estimated Long-Term Return on the Date of Deposit is set forth under "Summary of Essential Information". Estimated Long-Term Return is a measure of the estimated return to the investor earned over the estimated life of the Trust. The Estimated Long-Term Return represents an average of the yields to estimated average life of the Securities in the Portfolio and is adjusted to reflect expenses and sales charges. The

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Estimated Long-Term Return figure is calculated by the Sponsor in the manner discussed below, using an estimated average life for each of the Securities. Estimated average life is an essential factor in the calculation of Estimated Long-Term Return. When the Trust has a shorter average life than is estimated, Estimated Long-Term Return will be higher if the Trust contains securities priced at a discount and lower if the securities are priced at a premium. Conversely, if the Trust has a longer average life than is estimated, Estimated Long-Term Return will be lower when the securities are priced at a discount and higher if the securities are priced at a premium. In calculating Estimated Long-Term Return, the average yield for the Portfolio is derived by weighting each Security's yield (which takes into account the amortization of premiums and the accretion of discounts) by the market value of the Security and by the amount of time remaining to the estimated average life. Once the average Portfolio yield is computed, this figure is then adjusted for estimated expenses and the effect of the maximum sales charge paid by investors. The Estimated Current Return and Estimated Long-Term Return are expected to differ because the calculation of the Estimated Long-Term Return reflects the estimated date and amount of principal returned while the Estimated Current Return calculations include only Net Annual Interest Income and Public Offering Price as of the Date of Deposit. The Estimated Current Return and the Estimated Long-Term Return will be higher for those Unit Holders paying a reduced sales charge.

TAX STATUS OF THE TRUST

In the opinion of Messrs. Cahill Gordon & Reindel, special counsel for the Sponsor, under existing law:

The Trust is not an association taxable as a corporation for United States Federal income tax purposes and income of the Trust will be treated as income of the Unit Holders in the manner set forth below. Each Unit Holder will be considered the owner of a pro rata portion of each asset of the Trust under the grantor trust rules of Sections 671-678 of the Internal Revenue Code of 1986, as amended (the "Code").

Each Unit Holder will be considered to have received his pro rata share of interest derived from each Trust asset when such interest is received by the Trust. Each Unit Holder will be required to include in his gross income, as determined for Federal income tax purposes, original issue discount with respect to his interest in a Security held by the Trust at the same time and in the same manner as though the Unit Holder were the direct owner of such interest. Each Unit Holder's pro rata share of each expense paid by the Trust is deductible by the Unit Holder to the same extent as though the expense had been paid directly by him.

Each Unit Holder will have a taxable event when a Security is disposed of (whether by sale, exchange, redemption, or payment at maturity) or when the Unit Holder redeems or sells his Units. The total tax cost of each Unit to a Unit Holder must be allocated among the cash and Securities held in the Trust in accordance with their relative fair market value on the date the Unit Holder purchases his Units in order to determine his per Unit tax basis for the Securities represented thereby. If a Unit Holder's tax cost of his pro rata interest in a Security exceeds the amount payable in respect of such pro rata interest upon the maturity of the Security, such excess is a "bond premium" which may be amortized by the Unit Holder at the Unit Holder's election as provided in Section 171 of the Code.

The tax basis of a Unit Holder with respect to his interest in a Security will be increased by the amount of original issue discount thereon properly included in the Unit Holder's gross income as determined for Federal income tax

purposes.

The amount of gain recognized by a Unit Holder on a disposition of a Security by the Trust will be equal to the difference between such Unit Holder's pro rata portion of the gross proceeds realized by the Trust on the disposition and the Unit Holder's tax cost basis in his pro rata portion of the Security disposed of. Any gain recognized on a sale or exchange of a Unit Holder's pro rata interest in a Security, and not constituting a realization of accrued "market discount" and any loss will be a capital gain or loss, except in the case of a dealer or financial institution. Gain realized on the disposition of the interest of a Unit Holder in a market discount Security is treated as ordinary income to the extent the gain does not exceed the accrued market discount. A Unit Holder has an interest in a market discount Security in a case in which the Unit Holder's tax cost for his pro rata interest in the Security is less than the stated redemption price thereof at maturity (or the issue price plus original issue discount accrued up to the acquisition date, in the case of an original issue discount Security). Any capital gain or loss arising from the disposition of a Unit Holder's pro rata interest in a Security will be a long-term capital gain or loss if the Unit Holder has held his Units and the Trust has held the Security for more than one year. Under the Code, net capital gain (i.e., the excess of net long-term capital gain over net short-term capital loss) of individuals, estates and trusts is subject to a maximum nominal tax rate of 28%. Such net capital gain may, however, result in a disallowance of itemized deductions and/or affect a personal exemption phase-out.

If the Unit Holder sells or redeems a Unit for cash, he is deemed thereby to have disposed of his entire pro rata interest in all Trust assets represented by the Unit and will have a taxable gain or loss measured by the difference between his per Unit tax basis for such assets, as described above, and the amount realized.

Under the personal income tax laws of the State and City of New York, the income of the Trust will be treated as the income of the Unit Holders.

The Trust may contain one or more Securities which were originally issued at a discount ("original issue discount"). In general, original issue discount can be defined as the difference between the price at which a Security was issued and its stated redemption price at maturity. In the case of a Security issued after July 1, 1982, original issue discount is deemed to accrue on a constant interest method which corresponds, in general, to the economic accrual of interest (adjusted to eliminate proportionately on an elapsed-time basis any excess of the amount paid

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for the Security over the sum of the issue price and the accrued original issue discount on the acquisition date). The tax basis in the Security is increased by the amount of original issue discount that is deemed to accrue while the Security is held. The difference between the amount realized on a disposition of the Security (ex currently accrued interest) and the adjusted tax basis of the Security will give rise to taxable gain or deductible loss upon a disposition of the Security by the Trust (or a sale or redemption of Units by a Unit Holder).

An individual Unit Holder who is neither a citizen nor a resident of the United States and a corporate Unit Holder other than a United States domestic corporation (a "foreign Unit Holder") will not generally be subject to United States Federal income tax, including withholding taxes, on his, her or its pro rata share of interest and original issue discount on a Security or any gain from the sale or other disposition of his, her or its pro rata interest in a Security held in the Trust, which interest or original issue discount is not effectively connected with the conduct by the foreign Unit Holder of a trade or business within the United States and which gain is either (i) not from sources within the United States or (ii) not so effectively connected, provided that:

(a) with respect to U.S. source interest and original issue discount (i) the Security is in registered form and was issued after July 18, 1984, (ii) the foreign Unit Holder does not own actually or constructively 10 percent or more of the total combined voting power of all classes of voting stock of Dean Witter, Discover & Co., and (iii) the foreign Unit Holder is not a controlled foreign corporation related (within the meaning of Section 864(d)(4) of the Code) to Dean Witter, Discover & Co.;

(b) with respect to any U.S.-source capital gain, the foreign Unit Holder (if an individual) is not present in the United States for 183 days or more during his or her taxable year in which the gain was realized and so certifies; and

(c) the foreign Unit Holder provides the required certifications regarding (i) his, her or its status, (ii) in the case of U.S.-source income, the fact that the interest, original issue discount or gain is not effectively connected with the conduct by the foreign Unit Holder of a trade or business within the United States, and (iii) if determined to be required, the 10 percent stock ownership and controlled foreign corporation matters mentioned in clauses (a)(ii) and (iii) above.

Foreign Unit Holders should consult their own tax counsel with respect to United States tax consequences of ownership of Units.

Each Unit Holder (other than a foreign Unit Holder who has properly provided the certifications described in the preceding paragraph) will be requested to provide the Unit Holder's taxpayer identification number to the Trustee and to certify that the Unit Holder has not been notified that payments to the Unit Holder are subject to back-up withholding. If the taxpayer identification number and an appropriate certification are not provided when requested, 31% back-up withholding will apply.

The foregoing discussion relates only to United States Federal and, to the extent stated, New York State and City income taxes.

Investors should consult their tax counsel for advice with respect to their own particular tax situations.

* * *

After the end of each calendar year, the Trustee will furnish to each Unit Holder an annual statement containing information relating to the interest received by the Trust on the Securities, the gross proceeds received by the Trust from the disposition of any Security (resulting from redemption or payment at maturity of any Security or the sale by the Trust of any Security), and the fees and expenses paid by the Trust. The Trustee will also furnish required annual information returns to each Unit Holder and to the Internal Revenue Service.

The Sponsor believes that Unit Holders who are individuals should not be subject to state personal income taxes on the interest (including original issue discount) received through the Trust. However, Unit Holders (including individuals) may be subject to state and local taxes on any capital gains (or market discount treated as ordinary income) derived from the Trust and to other state and local taxes (including corporate income and franchise taxes, personal property or intangibles taxes and estate or inheritance taxes) on the Units or the income derived therefrom. In addition, individual Unit Holders (and all other Unit Holders which are not subject to state income taxes with respect to the interest derived from the Trust) will probably not be entitled to a deduction for state tax purposes for their share of the fees and expenses paid by the Trust or for any interest on indebtedness incurred to purchase or carry their Units. Even though the Sponsor believes that interest income (including original issue discount) received through Trust is exempt from state personal income taxes on individuals in most states, Unit Holders should consult their own tax advisers with respect to state and local taxation matters.

RETIREMENT PLANS

Trust Units may be suited for purchase by Individual Retirement Accounts and pension, profit-sharing and other qualified retirement plans. Investors considering participation in any such plan should review specific tax laws and pending legislation related thereto and should consult their attorneys or tax advisers with respect to the establishment and maintenance of any such plan.

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PUBLIC OFFERING OF UNITS

PUBLIC OFFERING PRICE

The Public Offering Price of Units during the initial offering period is

computed by adding to the aggregate offering price, and thereafter by adding to the aggregate bid price, of the Securities in the Trust, any money in the Interest and Principal Accounts other than money held to make payments to Unit Holders on a monthly Distribution Date and amounts representing taxes, fees and expenses of the Trust and money required to redeem tendered Units, by dividing such sum by the number of Units outstanding and then adding the sales charge shown in "Summary of Essential Information". For purchases settling after the first settlement date (including purchases of Units created after the initial date of deposit) a proportionate share of accrued and undistributed interest on the Securities from such date to the settlement date for the Units purchased is also added to the Public Offering Price. (See: "Estimated Annual Income, Estimated Current Return and Estimated Long-Term Return Per 1,000 Units".) In addition, amounts necessary to be collected by the Trustee to permit the Trustee to make equal distributions to all Unit Holders will be added to the Public Offering Price upon the initial sale of Additional Units. The Public Offering Price on the date of this Prospectus or on any subsequent date will vary in accordance with fluctuations in the evaluation of the underlying Securities in the Trust.

During the initial public offering period and thereafter, the aggregate offering or bid prices of the Securities in the Trust, as is appropriate, shall be determined for the Trust by the Evaluator. Following the initial public offering period, evaluations made for purposes of secondary market transactions by the Sponsor will be made on the bid side of the market on each business day as of the Evaluation Time, effective for all sales made during the preceding 24-hour period. Evaluations, for purposes of redemptions by the Trustee, will be made each business day as of the Evaluation Time, effective for all redemptions made subsequent to the last preceding determination.

In addition to the Public Offering Price, the price of a Unit includes the Unit's share of accrued interest on the Securities. Because of the varying interest payment dates of the Securities, accrued interest on the Securities at any point in time will be greater than the amount of interest actually received by the Trust and distributed to Unit Holders. Therefore, the Unit's share of accrued interest is always added to the value of the Units. If a Unit Holder sells all or a portion of his Units, he is entitled to receive his proportionate share of the accrued interest on the Securities from the purchaser of his Units. Similarly, if a Unit Holder redeems all or a portion of his Units, the Redemption Price per Unit will include accrued interest on the Securities.

On the Date of Deposit, the Public Offering Price per 1,000 Units (based on the offering side evaluation of the Securities in the Trust) exceeded the Sponsor's Repurchase Price per 1,000 Units and the Redemption Price per 1,000 Units (based upon the bid side evaluation of the Securities in the Trust) by the amounts set forth in "Summary of Essential Information".

PUBLIC DISTRIBUTION

During the initial public offering period (i) for Units issued on the initial Date of Deposit and (ii) for Additional Units issued after such date in respect of additional deposits of Securities, Units will be distributed to the public by the Sponsor and through dealers at the Public Offering Price, calculated on each business day, plus accrued interest on the Securities. The initial public offering period in each case is 30 days unless all Units are sold prior thereto whereupon the initial public offering period will terminate. The initial public offering period may be extended by the Sponsor as long as Units remain unsold. Upon the termination of the initial public offering period in each case, unsold Units or Units acquired by the Sponsor in the secondary market referred to below may be offered to the public by this Prospectus at the then current Public Offering Price calculated daily plus accrued interest on the Securities. The Sponsor intends to qualify Units in states selected by the Sponsor for sale by the Sponsor and through dealers who are members of the National Association of Securities Dealers, Inc.

SECONDARY MARKET

While not obligated to do so, it is the Sponsor's present intention to maintain, at its expense, a secondary market for Units of this series of the Dean Witter Select Government Trust and to continuously offer to repurchase Units for Unit Holders at the applicable Sponsor's Repurchase Price. (See: "Summary of Essential Information".) The Sponsor's Repurchase Price is computed by adding to the aggregate of the bid prices of the Securities in the Trust, any money in the Interest and Principal Accounts other than money held to make

payments to Unit Holders on a monthly Distribution Date and money required to redeem tendered Units, plus accrued interest on the Securities, deducting therefrom expenses of the Trustee, Sponsor, Evaluator and counsel, and taxes, if any, and then dividing the resulting sum by the number of Units outstanding, as of the date of such computation. There is no refund of the sales charge nor is there any additional sales charge incurred, when a Unit Holder sells Units back to the Sponsor. Any Units repurchased by the Sponsor at the Sponsor's Repurchase Price may be reoffered to the public by the Sponsor at the then current Public Offering Price, plus accrued interest. Any profit or loss resulting from the resale of such Units will belong to the Sponsor.

If the supply of Units exceeds demand (or for any other business reason), the Sponsor may, at any time, occasionally, from time to time, or permanently, discontinue the repurchase of Units of this series at the Sponsor's Repurchase Price. In such event, although under no obligation to do so, the Sponsor may, as a service to Unit Holders, offer to repurchase Units at the Redemption Price, a price based on the current bid prices for the Securities, plus accrued interest. Alternatively, Unit Holders may redeem their Units through the Trustee. The Redemption Price per Unit is computed in the same manner as the Sponsor's Repurchase Price, and is based on the bid side evaluation of the Securities, not the offering side evaluation. There is no refund of the sales charge, nor is any additional sales charge incurred, when a Unit

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Holder redeems Units. If the Sponsor repurchases Units in the secondary market at the Redemption Price, it may reoffer these Units in the secondary market at the Public Offering Price or the Sponsor may tender Units so purchased to the Trustee for redemption. In no event will the price offered by the Sponsor for the repurchase of Units be less than the current Redemption Price of those Units. (See: "Redemption".)

PROFIT OF SPONSOR

The Sponsor receives a sales charge on Units sold to the public and to dealers. The Sponsor may have also realized a book profit (or sustained a loss) on the deposit of the Securities in the Trust representing the difference between the cost of the Securities to the Sponsor and the cost of the Securities to the Trust (for a description of such profit (or loss) and the amount of such difference see "Summary of Essential Information"). In addition, the Sponsor may receive placement fees or may realize profits or sustain losses with respect to Securities acquired from underwriting syndicates of which the Sponsor is a member. During the initial public offering period and thereafter to the extent Additional Units continue to be issued and offered for sale to the public, the Sponsor may realize additional profit (or sustain a loss) due to daily fluctuations in the offering prices of the Securities in the Trust and thus in the Public Offering Price of Units received by the Sponsor. Cash, if any, received by the Sponsor from the Unit Holders prior to the settlement date for purchase of Units or prior to the payment for Securities upon their delivery may be used in the Sponsor's business to the extent permitted by applicable regulations and may be of benefit to the Sponsor.

The Sponsor may also realize profits (or sustain losses) while maintaining a secondary market in the Units, in the amount of any difference between the prices at which the Sponsor buys Units (based on the bid side of the Securities in the Trust) and the prices at which the Sponsor resells such Units (such prices include a sales charge) or the prices at which the Sponsor redeems such Units (based on the bid side of the Securities in the Trust), as the case may be.

VOLUME DISCOUNT

Although under no obligation to do so, the Sponsor intends to permit volume purchasers of Units to purchase Units at a reduced sales charge. The Sponsor may at any time change the amount by which the sales charge is reduced, or may discontinue the discount altogether. This discount in the sales charge is available to volume purchasers of Units due to the realization of economies of scale in sales effort and sales related expenses relating to volume purchases.

The sales charge will be reduced pursuant to the following graduated scale for sales to any person of at least \$250,000:

<TABLE>
<CAPTION>

SALES CHARGE

	INITIAL		SECONDARY	
	PERCENT OF PUBLIC OFFERING PRICE	PERCENT OF NET AMOUNT INVESTED	PERCENT OF PUBLIC OFFERING PRICE	PERCENT OF NET AMOUNT INVESTED
	<C>	<C>	<C>	<C>
<S>				
Less than \$250,000.....	1.50%	1.523%	1.75%	1.781%
\$250,000 to \$499,999.....	1.25%	1.266%	1.50%	1.523%
\$500,000 or more.....	1.00%	1.010%	1.25%	1.266%
</TABLE>				

The reduced sales charges as shown on the chart above will apply to all purchases of Units of this Trust only on any one day by the same person, partnership or corporation (other than a dealer) in the amounts stated herein.

Units held in the name of the purchaser's spouse or in the name of a purchaser's child under the age of 21 are deemed for the purposes hereof to be registered in the name of the purchaser. The reduced sales charges are also applicable to a trustee or other fiduciary, including a partnership or corporation, purchasing Units for a single trust estate or single fiduciary account.

Sales to dealers will be made at prices which include a concession as follows:

PRIMARY MARKET		SECONDARY MARKET	
SALES CHARGE	DEALER CONCESSION	SALES CHARGE	DEALER CONCESSION
<S>	<C>	<C>	<C>
1.50%	1.05 %	1.75%	1.22 %
1.25	.875	1.50	1.05
1.00	.70	1.25	.875
</TABLE>			

Dealers purchasing certain dollar amounts of Units during the life of the Trust will be entitled to additional concession benefits. The dealer concession for secondary market sales may differ from the concessions set forth in the above schedule. The Sponsor reserves the right, at any time, to change the level of dealer concessions.

REINVESTMENT PROGRAM

Distributions of interest, if any, are made to Unit Holders monthly. Distributions of principal will be made annually beginning in the year mentioned previously in this prospectus and may be more frequent. The Unit Holder has the option, however, of either receiving his distributions of income and principal from the Trustee or participating in the reinvestment program offered by the Sponsor, the Dean Witter U.S. Government Money Market Trust (the "Fund"). The Fund is composed primarily of high-yielding short-term government securities that are managed by the InterCapital Division of the Sponsor. Dividend distributions from the Fund to foreign investors will generally be subject to U.S.

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withholding taxes. Participation in the reinvestment program is conditioned on such program's lawful qualification for sale in the state in which the Unit Holder is a resident. For more information concerning this program, the Unit Holder should fill out and mail in the attached card to the Trustee. The appropriate prospectus will be sent to the Unit Holder. A Unit Holder's election to participate in the reinvestment program will apply to all Units of this series of the Trust owned by such Unit Holder. The Unit Holder should read the

prospectus for the reinvestment program carefully before deciding to participate. Once a Reinvestment Election has been chosen by the Unit Holder, such election shall remain in effect until changed by the Unit Holder.

Any Unit Holder may, by filing with the Trustee a written notice of election at least ten days before the Record Date for the first distribution to which it is to apply, elect to have distributions of principal and interest, if any, reinvested in the Dean Witter U.S. Government Money Market Trust. Unit Holders participating in Individual Retirement Accounts and pension, profit-sharing and other qualified retirement plans, should consult their plan custodian as to the appropriate disposition of distributions. Elections may be modified or revoked upon similar notice.

REDEMPTION

RIGHT OF REDEMPTION

Units represented by a Certificate may be redeemed at the Redemption Price, computed as set forth below, upon tender of such Certificate to the Trustee at its unit investment trust office in the City of New York, properly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, as set forth in the Certificate, and executed by the Unit Holder or its authorized attorney. A Unit Holder may tender his Units for redemption at any time after the settlement date for purchase, whether or not such Unit Holder has received a definitive Certificate. The Redemption Price per Unit is calculated by adding to the current bid prices for the Securities in the Trust (1) any money in the Principal Account and Interest Account, other than money required to redeem tendered Units, (2) a proportionate share of accrued interest and undistributed interest income on the Securities not subject to collection and distribution, determined to the day of tender plus a sum equivalent to the amount of accrued interest which would have been payable with respect to such tendered Units as of the date of computation deducting therefrom expenses of the Trustee, the Sponsor, the Evaluator and counsel and taxes, if any, and dividing the resulting sum by the number of Units outstanding as of the date of such computation. There is no sales charge incurred when a Unit Holder tenders Units to the Trustee for redemption. The Unit Holder is entitled to receive the Redemption Price on the seventh calendar day following tender. The "date of tender" is deemed to be the date on which the Units are received by the Trustee, except as regards Units received after the Evaluation Time stated under "Summary of Essential Information", the date of tender is the next day on which such Exchange is open for trading and such Units will be deemed to have been tendered to the Trustee on such day for redemption at the Redemption Price computed on that day.

Any amounts to be paid on redemption representing interest shall be withdrawn from the Interest Account to the extent funds are available or, if the balance therein is insufficient, from the Principal Account. All other amounts paid on redemption shall be withdrawn from the Principal Account. The Trustee is authorized by the Indenture to sell Securities in order to provide funds for redemption. To the extent Securities are sold, the size of a Trust will be reduced. The Trustee will attempt to maintain the proportions of types of Securities in the Trust if required to sell Securities pursuant to this provision. Such sales may be required at a time when Securities would not otherwise be sold and might result in lower prices than might otherwise be realized. Moreover, due to the minimum principal amount in which Securities may be required to be sold, the proceeds of such sales may exceed the amount necessary for payment of Units redeemed. Such excess proceeds will be distributed pro rata to all remaining Unit Holders of record unless such proceeds are used to purchase Additional Securities.

The Securities to be sold for purposes of redeeming Units will be in proportion to the different types of Securities in the Trust. Provision is made under the Indenture for the Sponsor to specify minimum face amounts in which blocks of Securities are to be sold in order to obtain the best price for the Trust.

COMPUTATION OF REDEMPTION PRICE

The value of the Trust is determined as of the Evaluation Time stated under "Summary of Essential Information" and (a) semiannually, on June 30 and December 31 of each year (or the last Business Day prior thereto), (b) on the day on which any Unit is tendered for redemption and (c) on any other Business Day desired by the Trustee or requested by the Sponsor.

(1) by adding: the aggregate bid side evaluation of Securities in the Trust, as determined by the Evaluator; cash on hand in the Trust or moneys in the process of being collected from matured interest coupons or bonds prepaid, matured or called for redemption, other than money deposited to purchase Contract Obligations or money credited to the Reserve Account; and accrued but unpaid interest on the Securities at the close of business on the date of such Evaluation; and then,

(2) by deducting from the resulting figure: amounts representing any applicable taxes or governmental charges payable out of the Trust for the purpose of making an addition to the reserve account (as defined in the Indenture, the "Reserve Account"), amounts representing accrued expenses of the Trust (including, but not limited to, amounts representing unpaid fees of the Trustee, the Sponsor, bond counsel and the Evaluator) and monies held for distribution to Unit Holders of record as of a date prior to the evaluation being made on the days or dates set forth above; and then,

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(3) by dividing the result of the above computation by the total number of Units outstanding on the date of evaluation. The resulting figure equals the Redemption Price per Unit.

POSTPONEMENT OF REDEMPTION

The right of redemption may be suspended and payment of the Redemption Price per Unit postponed for more than seven calendar days following a tender of Units for redemption for any period during which the New York Stock Exchange, Inc. is closed, other than for customary weekend and holiday closings, or during which trading on that Exchange is restricted or an emergency exists as a result of which disposal or evaluation of the Securities is not reasonably practicable, or for such other periods as the Securities and Exchange Commission may by order permit. The Trustee is not liable to any person or in any way for any loss or damage that may result from any such suspension or postponement.

RIGHTS OF UNIT HOLDERS

UNIT HOLDERS

A Unit Holder is deemed to be a beneficiary of the Trust created by the Indenture and vested with all right, title and interest in the Trust created therein. A Unit Holder may at any time tender a Certificate to the Trustee for redemption. Ownership of Units is evidenced by registered Certificates of Beneficial Interest issued in denominations of one or more Units and executed by the Trustee and the Sponsor. These Certificates are transferable or interchangeable upon presentation at the unit investment trust office of the Trustee, properly endorsed or accompanied by an instrument of transfer satisfactory to the Trustee and executed by the Unit Holder or its authorized attorney, together with the payment of \$2.00, if required by the Trustee, or such other amount as may be determined by the Trustee and approved by the Sponsor, and any other tax or governmental charge imposed upon the transfer of Certificates. The Trustee will replace any mutilated, lost, stolen or destroyed Certificate upon proper identification, satisfactory indemnity and payment of charges incurred. Any mutilated Certificate must be presented to the Trustee before any substitute Certificate will be issued.

CERTAIN LIMITATIONS

Consent of Unit Holders is not required except with respect to certain amendments and terminations of the Trust. (See: "Amendment and Termination of the Indenture".) Unit Holders shall have no right to control the operation or administration of the Trust in any manner, except upon the vote of 51% of the Unit Holders outstanding at any time for purposes of amendment, or termination of the Trust, all as provided in the Indenture; however, no Unit Holder shall ever be under any liability to any third party for any action taken by the Trustee, the Evaluator or the Sponsor.

The death or incapacity of any Unit Holder will not operate to terminate the Trust or entitle the legal representatives or heirs of such Unit Holder to claim an accounting or to take any other action or proceeding in any court for a partition or winding up of the Trust.

EXPENSES AND CHARGES

INITIAL EXPENSES

All expenses and charges incurred prior to or in the establishment of the Trust, including the initial preparation, printing and execution of the Indenture and the Certificates, the initial fees of the Evaluator, initial legal and auditing expenses, the cost of the preparation and printing of this Prospectus and all other advertising and selling expenses, have been or will be, paid by the Sponsor or the Trustee and not the Trust.

FEES

The Sponsor's fee is set forth in "Summary of Essential Information -- Sponsor's Annual Supervision Fee." Such fee, which is calculated on an annual basis, is earned for Portfolio supervisory services and is paid monthly.

For its services as Trustee under the Indenture, the Trustee receives annually the amount set forth under "Summary of Essential Information," computed on the basis of the largest principal amount of Securities in the Trust at any time during the period with respect to which such compensation is made. The Trustee also receives benefits to the extent that it holds funds on deposit in various non-interest bearing accounts created under the Indenture.

For each evaluation of the Securities in the Trust, the Evaluator shall receive against a statement submitted to the Trustee a fee as set forth under "Summary of Essential Information."

The Sponsor's fee, Trustee's fees and the Evaluator's fees are payable as of each Record Date from the Interest Account, to the extent funds are available and thereafter from the Principal Account. Any of such fees may be increased without approval of the Unit Holders in accordance with the terms of the Indenture.

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OTHER CHARGES

The following additional charges are or may be incurred by the Trust, as more fully described in the Indenture: (a) fees of the Trustee for extraordinary services, (b) expenses of the Trustee (including legal and auditing expenses) and of counsel designated by the Sponsor, (c) various governmental charges, (d) expenses and costs of any action taken by the Trustee to protect the Trust and the rights and interests of the Unit Holders, (e) indemnification of the Trustee for any loss, liability or expenses incurred by it in the administration of the Trust without gross negligence, bad faith or willful misconduct on its part or reckless disregard of its obligations and duties, (f) indemnification of the Sponsor for any losses, liabilities and expenses incurred in acting as Sponsor or Depositor under the Indenture without gross negligence, bad faith or willful misconduct or reckless disregard of its obligations and duties, (g) expenditures incurred in contacting Unit Holders upon termination of the Trust and (h) to the extent then lawful, expenses (including legal, auditing and printing expenses) of maintaining registration or qualification of the Units and/or the Trust under Federal or state securities laws so long as the Sponsor is maintaining a market for the Units. The accounts of the Trust will be audited not less frequently than annually by independent public accountants selected by the Sponsor. The cost of such audits will be an expense of the Trust.

The fees and expenses set forth herein are payable out of the Trust and when so paid by or owing to the Trustee are secured by a lien on the Trust. If the balances in the Interest and Principal Accounts are insufficient to provide for amounts payable by the Trust, the Trustee has the power to sell Securities to pay such amounts. To the extent Securities are sold, the size of the Trust will be reduced and the proportions of the types of Securities will change. Such sales might be required at a time when Securities would not otherwise be sold and might result in lower prices than might otherwise be realized. Moreover, due to the minimum principal amount in which Securities may be required to be sold, the proceeds of such sales may exceed the amount necessary for the payment of such fees and expenses.

ADMINISTRATION OF THE TRUST

RECORDS AND ACCOUNTS

The Trustee will keep records and accounts of all transactions of the Trust at its unit investment trust office at 101 Barclay Street, New York, New York 10286. These records and accounts and an executed copy of the Indenture will be available for inspection by Unit Holders at reasonable times during normal business hours. The Trustee will additionally keep on file for inspection by Unit Holders a current list of the Securities held in the Trust. In connection with the storage and handling of certain Securities deposited in the Trust, the Trustee is authorized to use the services of Depository Trust Company. These services would include safekeeping of the Securities, coupon-clipping, computer book-entry transfer and institutional delivery services. The Depository Trust Company is a limited purpose trust company organized under the Banking Law of the State of New York, a member of the Federal Reserve System and a clearing agency registered under the Securities Exchange Act of 1934.

DISTRIBUTION

The Trustee will collect the interest on the Securities (including monies representing penalties for the failure to make timely payments on the Securities, liquidated damages for default or breach of any condition or term of the Securities, and monies paid (if any) pursuant to any contract of insurance representing interest on the Securities) as it becomes payable, and credit such interest to a separate Interest Account created by the Indenture. All monies received by the Trustee from sources other than interest will be credited to a separate Principal Account. All funds collected or received will be held by the Trustee in trust without interest to Unit Holders as part of the Trust or the Reserve Account (if any) established pursuant to the Indenture for taxes or charges referred to herein, until required to be disbursed in accordance with the provisions of the Indenture.

DISTRIBUTION FROM THE INTEREST AND PRINCIPAL ACCOUNT

Interest and principal received by the Trust, net of expenses and charges, will be distributed on each Distribution Date on a pro rata basis to Unit Holders of record as of the preceding Record Date. All distributions will be net of applicable expenses, funds required for the redemption of Units and, if applicable, reimbursements to the Trustee for interest payments advanced to Unit Holders discussed below. (See: "Summary of Essential Information", "Expenses and Changes" and "Redemption".)

The Trustee will credit to the Interest Account all interest received by the Trust, including that part of the proceeds of any disposition of securities of the Trust which represents accrued interest. All other receipts will be credited to the Principal Account. The pro rata share of the Interest Account and the pro rata share of cash in the Principal Account represented by each Unit will be computed by the Trustee each month as of the Record Date. (See "Summary of Essential Information.") Proceeds received from the disposition of any of the Securities subsequent to a Record Date and prior to the next succeeding Distribution Date will be held in the Principal Account and will not be distributed until the following Distribution Date. The distribution to Unit Holders as of each Record Date will be made on the following Distribution Date or shortly thereafter and shall consist of an amount substantially equal to one-twelfth of such Unit Holder's pro rata share of the estimated annual income to the Interest Account after deducting estimated expenses (the "Monthly Interest Distribution") plus such Unit Holder's pro rata share of the cash balance in the Principal Account computed as of the close of business on the preceding Record Date. Persons who purchase Units between a Record Date and a Distribution Date will receive their first distribution on the second Distribution Date following their purchase of

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Units. No distribution need be made from the Principal Account if the balance therein is less than an amount sufficient to distribute \$.001 per Unit. The Monthly Interest Distribution per 1,000 Units initially will be in the amount shown under "Summary of Essential Information" and will change as the income and expenses of the Trust change and as Securities are exchanged, redeemed, mature or sold.

Normally, interest payments on the Securities in the Portfolio of the Trust which pay interest are made on a semi-annual basis. Therefore, it may take several months after the Date of Deposit for the Trustee to receive sufficient interest payments on the Securities to begin monthly distributions of interest to Unit Holders. Further, because interest payments on the Securities which pay interest are not received by the Trust at a constant rate throughout the year, any Monthly Interest Distribution may be more or less than the amount credited to the Interest Account as of a Record Date. In order to eliminate these fluctuations, the Trustee is required under the Indenture to advance such amounts as may be necessary to provide Monthly Interest Distributions of equal amounts. The Trustee will be reimbursed, without interest, for any such advances from funds available in the Interest Account on the next pursuing Record Date or Record Dates, as the case may be. Funds which are available for future distributions, payments of expenses and redemptions are in accounts which are non-interest bearing to Unit Holders and are available for use by the Trustee, pursuant to normal banking procedures. In addition, because of varying interest payment dates of the Securities comprising the Trust's Portfolio, accrued interest at any point in time will be greater than the amount of interest actually received by the Trust and distributed to Unit Holders. This excess accrued but undistributed interest amount (the "accrued interest carryover") will be added to the value of the Units on any purchase after the initial Date of Deposit. If a Unit Holder sells or redeems all or a portion of his Units, a portion of his sale proceeds will be allocable to his proportionate share of the accrued interest carryover. Similarly, if a Unit Holder redeems all or a portion of his Units, the Redemption Price per Unit which he is entitled to receive from the Trustee will also include his accrued interest carryover on the Securities.

The Trust has been structured so that a positive cash balance in the Interest Account will be available to pay the current expenses and charges of the Trust. Therefore, it is not anticipated that the Trustee will have to sell Securities to pay such expenses. The Trustee, when making interest distributions, will have previously deducted from the Interest Account the expenses and charges mentioned above, and thus will distribute on each Distribution Date an amount which will be less than the interest accrued on the Securities to each Unit Holder on or immediately prior to such Distribution Date by amounts equal to the current expenses and charges of the Trust.

The Trustee has agreed to advance to the Trust the amount of accrued interest due on the Securities in the Portfolio from their respective issue dates or previous interest payment dates through the first expected settlement date. This accrued interest amount will be paid to the Sponsor as the holder of record of all Units on such date. Consequently, when the Sponsor sells Units of a Trust after the date of the Prospectus, the amount of accrued interest to be added to the Public Offering Price of the Units purchased by an investor will include only accrued interest from the first expected settlement date to, but not including, the date of settlement of the investor's purchase (normally five business days after purchase), less any distributions from the Interest Account. Since a person who contracts to purchase Units on the date of the Prospectus will settle such purchase on the first expected settlement date of Units, no accrued interest will be added to the Public Offering Price. The Trustee will recover its advancements to the Trust (without interest or other cost to the Trust) from interest received on the Securities deposited in the Trust.

REPORTS TO UNIT HOLDERS

With each distribution from the Interest Account or Principal Account of the Trust, the Trustee will furnish to the Unit Holders, a statement of the amount being distributed, expressed in each case as a dollar amount per 1,000 Units. In the event that the Issuer of any of the Securities fails to make payment when due of any interest or principal and such failure results in a change in the amount which would otherwise be distributed as a periodic distribution, the Trustee will, with the first such distribution following such failure, set forth in an accompanying statement, the Issuer and the Securities, the amount of the reduction in the distribution per Unit resulting from such failure, the percentage of the aggregate face amount of Securities which such Security represents and, to the extent then determined, information regarding any disposition or legal action with respect to such Security. Within a reasonable period of time after the end of each calendar year, but in no event later than February 15, the Trustee will furnish to each person who at any time during such calendar year was a Unit Holder of record a statement setting forth:

As to the Interest Account: the amount of interest received on the Securities and amounts representing penalties for the failure to make timely payments on any of the Securities or liquidated damages for default or breach of any condition or terms of any of the Securities (or any instrument underlying any of the Securities); the amount paid from the Interest Account upon the redemption of Units; the amounts paid from the Interest Account for purchase of replacement Securities, in the event that the purchase of any Securities deposited in the Trust was not consummated; the deductions from the Interest Account for applicable taxes, and fees and expenses of the Sponsor, the Trustee, the Evaluator and counsel; any other amounts credited to or deducted from the Interest Account; and the net amount remaining after such payments and deductions expressed both as a total dollar amount and as a dollar amount per 1,000 Units outstanding on the last business day of such calendar year.

As to the Principal Account: the dates of the sale, maturity, liquidation or redemption of any of the Securities and the net proceeds received therefrom and from the prepayment of principal of the Securities, excluding any portion credited to the Interest Account; the amount paid from the Principal Account representing Units which were redeemed; the amounts paid from the Principal Account for purchase of replacement Securities, in the event that the purchase of any Security deposited in the Trust was not consummated; if amounts in the Interest Account were insufficient, the deductions from the Principal Account, if any, for payment of applicable taxes, fees

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and expenses of the Sponsor, the Trustee, the Evaluator and counsel; if amounts in the Interest Account were insufficient, the deductions from the Principal Account for any other amounts credited to or deducted from the Interest Account; and the net amount remaining after such payments and deductions expressed both as a total dollar amount and as a dollar amount per 1,000 Units outstanding on the last business day of such calendar year.

The following information: a list of the Securities as of the last business day of such calendar year; the number of Units outstanding on the last business day of such calendar year; the Redemption Price per 1,000 Units based on the last Trust evaluation made during such calendar year; and the amounts actually distributed during such calendar year from the Interest and Principal Accounts, separately stated, expressed both as total dollar amounts and as dollar amounts per 1,000 Units outstanding on the Record Dates for such distributions.

In order to comply with tax reporting requirements, the Trustee will furnish to Unit Holders, upon request, evaluations of the Securities as determined by the Evaluator. The accounts of the Trust shall be audited not less frequently than annually by independent certified public accountants designated by the Sponsor, and the report of such accountants will be furnished by the Trustee to Unit Holders upon request.

SPONSOR

Dean Witter Reynolds Inc. ("Dean Witter") is a corporation organized under the laws of the State of Delaware and is a principal operating subsidiary of Dean Witter, Discover & Co., a publicly-traded corporation. Dean Witter is a financial services company that provides to its individual, corporate, and institutional clients services as a broker in securities and commodities, a dealer in corporate, municipal, and government securities, an investment banker, an investment adviser, and an agent in the sale of life insurance and various other products and services. Dean Witter is a member firm of the New York Stock Exchange, the American Stock Exchange, the Chicago Board Option Exchange, other major securities exchanges and the National Association of Securities Dealers, and is a clearing member of the Chicago Board of Trade, the Chicago Mercantile Exchange, the Commodity Exchange Inc., and other major commodities exchanges. Dean Witter is currently servicing its clients through a network of approximately 375 domestic and international offices with approximately 7,500 account executives servicing individual and institutional client accounts.

LIMITATIONS ON LIABILITY

The Sponsor is liable for the performance of its obligations arising from its responsibilities under the Indenture, but will be under no liability to Unit Holders for taking any action or refraining from taking any action in good faith

or for errors in judgment or liable or responsible in any way for depreciation or loss incurred by reason of the sale of any Securities, except in case of its own willful misfeasance, bad faith, gross negligence or reckless disregard for its obligations and duties. (See: "Sponsor -- Responsibility.")

RESPONSIBILITY

The Trust is not a managed registered investment company. Securities will not be sold by the Trustee to take advantage of ordinary market fluctuations.

Although the Sponsor and the Trustee do not presently intend to dispose of Securities, the Indenture permits the Sponsor to direct the Trustee to dispose of Securities in the Trust for purposes of redeeming tendered Units and to pay Trust expenses.

Any remaining proceeds resulting from the disposition of any Security in the Trust will be distributed as set forth under "Administration of the Trust" to the extent such remaining proceeds are not needed to redeem Units or pay Trust expenses.

RESIGNATION

If at any time the Sponsor shall resign under the Indenture or shall fail to perform or be incapable of performing its duties thereunder or shall become bankrupt or if its affairs are taken over by public authorities, the Indenture directs that, if upon such action by the Sponsor there would be no Sponsor then acting, the Trustee shall either (1) appoint a successor Sponsor or Sponsors at rates of compensation deemed reasonable by the Trustee not exceeding amounts prescribed by the Securities and Exchange Commission, or (2) terminate the Trust. The Trustee will promptly notify Unit Holders of any such action.

TRUSTEE

The Trustee is The Bank of New York, with its principal place of business at 48 Wall Street, New York, New York 10286, and its unit investment trust office at 101 Barclay Street, New York, New York 10286. Unit Holders should direct inquiries regarding distributions, address changes and other matters relating to the administration of the Trust to Unit Investment Trust Division, P.O. Box 974, Wall Street Station, New York, New York 10268-0974. The Trustee is a member of the New York Clearing House Association and is subject to supervision and examination by the Superintendent of Banks of the State of New York, the Federal Deposit Insurance Corporation and the Board of Governors of the Federal Reserve System.

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LIMITATIONS ON LIABILITY

The Trustee shall not be liable or responsible in any way for depreciation or loss incurred by reason of the disposition of any moneys, Securities or Certificates or in respect of any evaluation or for any action taken in good faith reliance on prima facie properly executed documents except in cases of willful misfeasance, bad faith, gross negligence or reckless disregard for its obligations and duties. In addition, the Indenture provides that the Trustee shall not be personally liable for any taxes or other governmental charges imposed upon or in respect of the Trust which the Trustee may be required to pay under current or future laws of the United States or any other authority having jurisdiction.

RESPONSIBILITY

For information relating to the responsibilities of the Trustee under the Indenture, reference is made to the material set forth under "Distribution," "Rights of Unit Holders" and "Sponsor -- Resignation."

RESIGNATION AND REMOVAL

By executing an instrument in writing and filing the same with the Sponsor and mailing a copy of a notice of resignation to all Unit Holders then of record, the Trustee and any successor may resign. In such an event the Sponsor is obligated to appoint a successor trustee as soon as possible. If the Trustee becomes incapable of acting or becomes bankrupt or its affairs are taken over by

public authorities, or upon the determination of the Sponsor to remove the Trustee for any reason, either with or without cause, the Sponsor may remove the Trustee and appoint a successor as provided in the Indenture. Such resignation or removal shall become effective upon the acceptance of appointment by the successor trustee. If upon resignation of a trustee no successor has been appointed or, if appointed, has not accepted the appointment within thirty days after notification, the retiring trustee may apply to a court of competent jurisdiction for the appointment of a successor. The resignation or removal of a trustee becomes effective only when the successor trustee accepts its appointment as such or when a court of competent jurisdiction appoints a successor trustee.

EVALUATOR

The Evaluator is Kenny S&P Evaluation Services, a division of Kenny Information Systems, Inc., with main offices located at 65 Broadway, New York, New York 10006.

LIMITATIONS ON LIABILITY

The Trustee, Sponsor and Unit Holders may rely on any evaluation furnished by the Evaluator and shall have no responsibility for the accuracy thereof. Determinations by the Evaluator under the Indenture shall be made in good faith upon the basis of the best information available to it. The Evaluator shall be under no liability to the Trustee, the Sponsor, or Unit Holders for errors in judgment, except in cases of willful misfeasance, bad faith, gross negligence or reckless disregard of its obligations and duties.

RESPONSIBILITY

The Indenture requires the Evaluator to evaluate the Securities in the Trust on the basis of their bid prices on the last business day of June and December in each year, on the day on which any Unit is tendered for redemption and on any other day such evaluation is desired by the Trustee or is requested by the Sponsor. In addition, the Indenture requires the Evaluator to evaluate the Securities in the Trust on the basis of their offering price on certain business days during the initial public offering period and on any other day requested by the Sponsor or Trustee. For information relating to the responsibility of the Evaluator to evaluate the Securities on the basis of their offering or bid prices as appropriate, see "Public Offering of Units -- Public Offering Price."

RESIGNATION

The Evaluator may resign or may be removed by the Sponsor, and in such event the Sponsor and the Trustee are to use their best efforts to appoint a satisfactory successor. Such resignation or removal shall become effective upon the acceptance of appointment by a successor evaluator. If upon resignation of the Evaluator no successor has accepted appointment within thirty days after notice of resignation, the Evaluator may apply to a court of competent jurisdiction for the appointment of a successor.

AMENDMENT AND TERMINATION OF THE INDENTURE

AMENDMENT

The Indenture may be amended from time to time by the parties thereto without the consent of any of the Unit Holders when such an amendment is made (1) to cure any ambiguity or to correct or supplement any provision of the Indenture which may be defective or inconsistent with any other provision contained therein, (2) to change any provision as required by the Securities and Exchange Commission, or (3) to make such other provisions as shall not adversely affect the interests of the Unit Holders; provided, that the Indenture may also be amended by the Sponsor and the Trustee (or the performance of any of the provisions of the Indenture may be waived) with the consent of Unit Holders owning

51% of the Units of the Trust at the time outstanding for the purposes of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of modifying in any manner the rights of Unit Holders. In no event, however, shall the Indenture be amended to increase the number of Units issuable thereunder or to permit the deposit or acquisition of securities or other property either in addition to or in substitution for any of the

Securities initially deposited in the Trust, except as initially provided in the Indenture or to provide the Trustee with the power to engage in business or investment activities not specifically authorized in the Indenture as originally adopted or so as to adversely affect the characterization of the Trust as a grantor trust for federal income tax purposes. In the event of any amendment, the Trustee is obligated to notify all Unit Holders promptly regarding the substance of such amendment.

TERMINATION

The Trust may be terminated at any time by the consent of the holders of 51% of the Units or upon the maturity, redemption, payment, sale or other disposition, as the case may be, of the last Security held in the Trust. However, in no event may the Trust continue beyond the Mandatory Termination Date set forth under Part A -- "Summary of Essential Information." In the event of termination, written notice thereof will be sent by the Trustee to all Unit Holders. Within a reasonable period after termination, the Trustee will sell any Securities remaining in the terminated Trust and, after paying all expenses and charges incurred by the Trust, will distribute to each Unit Holder, upon surrender for cancellation of his Certificate for Units, his pro rata share of the balances remaining in the Interest and Principal Accounts. The sale of Securities in the Trust upon termination may result in a lower amount than might otherwise be realized if such sale were not required at such time. For this reason, among others, the amount realized by a Unit Holder upon termination may be less than the principal amount of Securities represented by the Units held by such Unit Holder.

LEGAL OPINIONS

Certain legal matters in connection with the Units offered hereby have been passed upon by Cahill Gordon & Reindel, a partnership including a professional corporation, 80 Pine Street, New York, New York 10005, as special counsel for the Sponsor.

AUDITORS

The financial statements of the Trust included in this Prospectus have been audited by Deloitte & Touche, certified public accountants, as stated in their report appearing herein, and are included in reliance upon such report given upon the authority of that firm as experts in accounting and auditing.

DESCRIPTION OF RATING *

A Standard & Poor's Corporation rating on the units of an investment trust (hereinafter referred to collectively as "units" and "fund") is a current assessment of creditworthiness with respect to the investments held by such fund. This assessment takes into consideration the financial capacity of the issuers and of any guarantors, insurers, lessees, or mortgagors with respect to such investments. The assessment, however, does not take into account the extent to which fund expenses or portfolio asset sales for less than the fund's purchase price will reduce payment to the Unit Holder of the interest and principal required to be paid on the portfolio assets. In addition, the rating is not a recommendation to purchase, sell, or hold units, inasmuch as the rating does not comment as to market price of the units or suitability for a particular investor.

Funds rated "AAA" are composed exclusively of assets that are rated "AAA" by Standard & Poor's and/or certain short-term investments. Standard & Poor's defines its AAA rating for such assets as the highest rating assigned by Standard & Poor's to a debt obligation. Capacity to pay interest and repay principal is very strong.

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*As described by Standard & Poor's Corporation.

----- Sponsor: -----
(DEAN WITTER REYNOLDS INC. LOGO)
Two World Trade Center - New York, New York 10048

CONTENTS OF REGISTRATION STATEMENT

This registration statement comprises the following documents:

- The facing sheet.
- The Cross-reference Sheet.
- The Prospectus.
- The signatures.

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
- Standard & Poor's Corporation

The following exhibits:

- * EX-3(a) Certificate of Incorporation of Dean Witter Reynolds Inc.
- * EX-3(b) By-laws of Dean Witter Reynolds Inc.
- EX-4.1 Trust Indenture and Agreement, dated March 16, 1994
- EX-4.2 Reference Trust Agreement, dated March 16, 1994
- EX-4.3 Form of Certificate of Beneficial Interest (included in Trust
Indenture and Agreement)
- EX-5 Opinion of counsel as to legality of securities being
registered
- EX-23.1 Consent of Independent Auditors
- EX-23.2 Consent of Kenny S&P Evaluation Services
- EX-23.3 Consent of Standard & Poor's Ratings Group
- EX-23.4 Consent of Cahill Gordon & Reindel (included in Exhibit 5)
- EX-99 Information as to Officers and Directors of Dean Witter
Reynolds Inc. is incorporated by reference to Schedule A and D
of Form BD filed by Dean Witter Reynolds Inc. pursuant to Rule
15b1-1 and 15b3-1

-
- * Incorporated by reference to the same exhibit in the Registration
Statement of Series Tax-Exempt Investment Trust, Insured Long
Term Series 33 and Long Term Municipal Portfolio Series 106,
Registration Numbers 33-38086 and 33-37629, respectively.

under the Securities Exchange Act of 1934 (1934 Act File No.
8-14171).

SIGNATURES

The Registrant, Dean Witter Select Government Trust, U.S. Treasury Series 7, hereby identifies the Sears Government Investment Trust, U.S. Treasury Series 1 and Freddie Mac Portfolio Series 3 of the Trust for the purposes of the representations required by Rule 487 and represents the following:

- 1) That the portfolio securities deposited in the series as to the securities of which this registration statement is being filed do not differ materially in the type or quality from those deposited in such previous series;
- 2) That, except to the extent necessary to identify the specific portfolio securities deposited in, and to provide essential financial information for, the series with respect to the securities of which this registration statement is being filed, this registration statement does not contain disclosure that differs in any material respect from that contained in the registration statement for such previous series as to which the effective date was determined by the Commission or the staff;
- 3) That it has complied with Rule 460 under the Securities Act of 1933.

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant, Dean Witter Select Government Trust, U.S. Treasury Series 7, has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York and State of New York on the 16th day of March, 1994.

DEAN WITTER SELECT GOVERNMENT TRUST, U.S.
TREASURY SERIES 7
(Registrant)

By: Dean Witter Reynolds Inc. (Depositor)

Michael D. Browne
Authorized Signatory

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 1 to the Registration Statement has been signed on behalf of Dean Witter Reynolds Inc., the Depositor, by the following persons in the following capacities and by the following persons who constitute a majority of the Depositor's Board of Directors in the City of New York, and State of New York, on this 16th day of March, 1994.

DEAN WITTER REYNOLDS INC.

Name	Office	
-----	-----	
Philip J. Purcell	Chairman & Chief Executive Officer*))
Thomas C. Schneider	Executive Vice President and Chief Financial Officer)))

By

Michael D. Browne
Attorney-in-fact*

* Executed copies of the Powers of Attorney have been filed with the Securities and Exchange Commission in connection with the Registration Statement on Form S-6 for Sears Tax-Exempt Investment Trust, Long Term Municipal Portfolio Series 96, File No. 33-32860.

Name -----	Office -----
Richard M. DeMartini	Director*
Nancy S. Donovan	Director*
Charles A. Fiumefreddo	Director*
James S. Higgins	Director*
Stephen R. Miller	Director*
Richard F. Powers	Director*
Philip J. Purcell	Director*
Thomas C. Schneider	Director*
William B. Smith	Director*
Robert E. Wood, II	Director*

* Executed copies of the Powers of Attorney have been filed with the Securities and Exchange Commission in connection with the Registration Statement on Form S-6 for Sears Tax-Exempt Investment Trust, Long Term Municipal Portfolio Series 96, File No. 33-32860.

EXHIBIT INDEX
TO
FORM S-6
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

EXHIBIT NO. -----	TITLE OF DOCUMENT -----
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* EX-3(b)	By-laws of Dean Witter Reynolds Inc.
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EX-4.3	Form of Certificate of Beneficial Interest (included in Trust Indenture and Agreement)
EX-5	Opinion of counsel as to legality of securities being registered
EX-23.1	Consent of Independent Auditors
EX-23.2	Consent of Kenny S&P Evaluation Services
EX-23.3	Consent of Standard & Poor's Ratings Group
EX-23.4	Consent of Cahill Gordon & Reindel (included in Exhibit 5)

EX-99 Information as to Officers and Directors of Dean Witter Reynolds Inc. is incorporated by reference to Schedule A and D of Form BD filed by Dean Witter Reynolds Inc. pursuant to Rule 15b1-1 and 15b3-1 under the Securities Exchange Act of 1934 (1934 Act File No. 8-14171).

* Incorporated by reference to the same exhibit in the Registration Statement of Series Tax-Exempt Investment Trust, Insured Long Term Series 22 and Long Term Municipal Portfolio Series 106, Registration Numbers 33-38086 and 33-37629, respectively.

DEAN WITTER SELECT GOVERNMENT TRUST

TRUST INDENTURE AND AGREEMENT

for all series formed on or subsequent to the
effective date specified below

Among

DEAN WITTER REYNOLDS INC.

As Depositor

THE BANK
OF NEW YORK

As Trustee

KENNY S & P EVALUATION SERVICES, a division
of KENNY INFORMATION SYSTEMS, INC.

As Evaluator

Dated: March 16, 1994

TRUST INDENTURE AND AGREEMENT

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* See Applicable Reference Trust Agreement.

TRUST INDENTURE AND AGREEMENT dated March 16, 1994 among DEAN WITTER REYNOLDS INC. as Depositor, and THE BANK OF NEW YORK as Trustee, and KENNY S & P EVALUATION SERVICES, a division of KENNY INFORMATION SYSTEMS, INC., as Evaluator.

WITNESSETH that:

WHEREAS, it is desired to expand the market for certain Securities issued by the United States Government, and agencies thereof or other similar entities, some of which Securities, as individual issues or parts thereof, might be unavailable or impracticable as investments to certain individual investors, and to provide proper diversification to such investors, particularly those with limited investment capital; and

WHEREAS, the Depositor desires to provide for the collection and distribution of the principal of and interest on such Securities by the Trustee to such persons as shall purchase an interest therein, as hereinafter provided; and

WHEREAS, the Depositor, the Trustee and the Evaluator are entering into this Trust Indenture and Agreement for the purpose of establishing certain of the terms, covenants and conditions of the Dean Witter Select Government Trust created on March 16, 1994, and each subsequent Series which may be established from time to time after the date hereof, incorporating by reference the terms hereof; and

WHEREAS, for the Dean Witter Select Government Trust, and each subsequent Series of the Dean Witter Select Government Trust, to which this Trust Indenture and Agreement is applicable, the Depositor, the Trustee, and the Evaluator shall execute a separate Reference Trust Agreement incorporating by reference this Trust Indenture and Agreement and effecting any amendment, supplement or variation from or to such incorporation by reference with respect to the related series, and specifying for that series: (1) the Bonds and Deposited Units (if any) deposited in trust and the number of Units delivered by the Trustee in exchange for the Bonds and Deposited Units (if any) pursuant to Section 2.03; (2) the initial fractional undivided interest represented by each Unit in each Trust; (3) the First Settlement Date; (4) the first and subsequent Distribution Dates; (5) the first and subsequent Record Dates; (6) the name of the Depositor; (7) the amount of the first distribution to Unit Holders of record as of the first Record Date; (8) the Depositor's fee; (9) the Trustee's

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annual fee; (10) the Evaluator's fee; (11) the Termination Date; and (12) any other change or addition contemplated or permitted by this Trust Indenture and Agreement; and

WHEREAS, the Depositor will acquire and, concurrently with the execution and delivery of the appropriate Reference Trust Agreement, will deposit in trust with the Trustee the Bonds and the units of prior Series of the Dean Witter Select Government Trust, if any, to be listed in the Schedule thereto, all to be held by the Trustee in trust upon the terms and conditions hereinafter set forth as amended, supplemented or varied by such Reference Trust Agreement, for the use and benefit of all registered

holders of units of fractional undivided interest in the Trust to which such Reference Trust Agreement relates; and

WHEREAS, concurrently with the receipt of the aforesaid deposit, the Trustee will record on its books the ownership by the Depositor thereof of units of fractional undivided interest in such Bonds and such units of prior series of the Dean Witter Select Government Trust and in the Interest Account and the Principal Account maintained under this Indenture in the manner hereinafter provided (which units of fractional undivided interest so recorded respectively will represent in the aggregate 100% of the beneficial interest established hereby in such Bonds, units of prior series of the Dean Witter Select Government Trust, Interest Account and Principal Account) and will execute in the name of the Depositor thereof certificates representing the ownership of the aggregate number of Units specified in such Reference Trust Agreement (hereinafter called the "Certificates"), and will deliver said Certificates to or upon the order of the Depositor; and

WHEREAS, the form of the Certificates shall be substantially as follows:

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No. _____ Units

CERTIFICATE OF OWNERSHIP

--evidencing--

An Undivided Interest

--in the--

DEAN WITTER SELECT GOVERNMENT TRUST

CUSIP

This is to certify that _____ is the owner and registered holder of this Certificate evidencing the ownership of _____ unit(s) of undivided interest in the Series of DEAN WITTER SELECT GOVERNMENT TRUST that is specified on the face hereof (hereinafter called the "Trust"). The Trust was created by the Trust Indenture and Agreement applicable to this Series of Dean Witter Select Government Trust, as amended, supplemented or varied by the Reference Trust Agreement applicable to this Series of Dean Witter Select Government Trust (such Trust Indenture and Agreement as amended, supplemented or varied by such Reference Trust Agreement being hereafter called the "Indenture"), among Dean Witter Reynolds Inc. (hereinafter called the "Depositor"), The Bank of New York (hereinafter called the "Trustee") and the evaluator specified in the Indenture. The Trust consists of (1) such of the securities and Units of preceding Series of Dean Witter Select Government Trust, if any, deposited in trust and listed in the Schedule to the Reference Trust Agreement relating to the Trust, and such of the Additional Securities as are supplementally deposited in the Trust, if any, and any other securities that may be deposited in the Trust in accordance with the Indenture, as may from time to time continue to be held as part of the Trust and (2) such cash amounts as from time to time may be held in certain accounts of the Trust as provided in the Indenture.

This Certificate is issued under and is subject to the terms, provisions and conditions of the Indenture. The holder of this Certificate, by virtue of the acceptance hereof, assents to and shall be bound by the terms of the Indenture, a

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copy of which is on file and available for inspection at the unit investment trust office of the Trustee, to which reference is made for all the terms, conditions and covenants thereof.

The registered holder of this Certificate is entitled at any time upon tender of this Certificate to the Trustee at its unit investment trust office in the City of New York, and upon payment of any tax or other governmental charges, to receive, on the seventh calendar day following the day on which such tender is made, or, if such calendar day is not a business day, on the first business day prior to such calendar day, an amount in cash equal to the evaluation of the fractional undivided interest in the Trust evidenced by this Certificate, upon the basis provided for in the Indenture. The right of redemption may be suspended and the date of payment may be postponed for any period during which the New York Stock Exchange is closed or trading on that Exchange is restricted, for any

period during which an emergency exists so that disposal of the securities held in the Trust is not reasonably practicable or it is not reasonably practicable to determine fairly the value of such securities, or for such other periods as the Securities and Exchange Commission may by order permit.

This Certificate shall be transferable by the registered holder hereof by presentation and surrender hereof at the unit investment trust office of the Trustee properly endorsed or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and executed by the registered holder hereof or his authorized attorney. Certificates of the Trust are interchangeable for one or more Certificates in an equal aggregate number of units of undivided interest in the Trust at the unit investment trust office of the Trustee, in denominations of a single unit of undivided interest or any multiple thereof.

The holder hereof may be required to pay a charge as provided in the Indenture per Certificate issued in connection with the transfer or interchange of this Certificate and any tax or other governmental charge that may be imposed in connection with the transfer, interchange or other surrender of this Certificate.

The Trust shall terminate upon the maturity, redemption, sale or other disposition of the last security held therein, provided, however, that in no event shall the Indenture and the Trust continue beyond the date set forth in Part II of the Reference Trust Agreement. The Indenture also

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provides that the Trust may be terminated at any time by the written consent of the holders of 51% of the units of undivided interest in the Trust and under certain circumstances which include a decrease in the value of the securities held in the Trust to less than an amount specified in the Indenture. Upon any termination the Trustee shall fully liquidate the securities then held, if any, and distribute pro rata the funds then held in the Trust upon surrender of the Certificates, all in the manner provided in the Indenture. Upon termination, the Trustee shall be under no further obligation with respect to the Trust, except to hold the funds in trust without interest until distribution as aforesaid and shall have no duty upon any such termination to communicate with the holder hereof other than by mail at the address of such holder appearing in the registration books of the Trustee.

This Certificate shall not become valid or binding for any purpose until properly executed by the Trustee under the Indenture.

IN WITNESS WHEREOF, Dean Witter Reynolds Inc. has caused this Certificate to be executed in facsimile by an authorized officer; and The Bank of New York, as Trustee, has caused this Certificate to be executed in its corporate name by an authorized officer.

Dated:

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DEAN WITTER REYNOLDS INC.
DEPOSITOR

By
Authorized Officer

THE BANK OF NEW YORK,
TRUSTEE

By
Authorized Officer

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The following abbreviations, when used in the inscription on the face of the certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM as tenants in common	UNIF GIFT MIN ACT ...Custodian.. (Cust) (Minor)
TEN ENT as tenants by the entireties	under Uniform Gifts to Minors
JT TEN as joint tenants with right of survivorship and not as tenants in common	Act..... (State)

Additional abbreviations may also be used though not in the above list.

FORM OF ASSIGNMENT

PLEASE INSERT SOCIAL
SECURITY OR OTHER
IDENTIFYING NUMBER
OF ASSIGNEE

For Value Received hereby sells, assigns
and transfers unto the within Certificate and does
hereby irrevocably constitute and appoint attorney,
to transfer the within Certificate on the books of the Trustee, with full
power of substitution in the premises.

Date:

NOTICE: the signature to this assignment must correspond with the name as written upon the face of the Certificate without alteration or enlargement or any change whatever.

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

ARTICLE I

Definitions

Section 1.01 Whenever used in this Indenture the following words and phrases, unless the context clearly indicates otherwise, shall have the following meanings:

(1) "Additional Securities" shall mean such Securities (as defined herein) as are listed in schedules to a Supplemental Indenture and which are deposited in connection with an increase in the number of Units initially specified in an Indenture.

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

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

(4) "Basic Agreement" shall mean this Trust Indenture and Agreement dated March , 1994 as originally executed, or if amended as hereinafter provided, as so amended, exclusive of the terms contained in any related Reference Trust Agreement.

(5) "Bonds" shall mean such of the interest-bearing and zero coupon obligations, including "when, as and if issued" and/or "regular way" contracts, if any, for the purchase of certain bonds, and a certified check or checks and/or an irrevocable letter or letters of credit in the amount required for such purchase, deposited in irrevocable trust and listed in the Schedule to the Reference Trust Agreement and Supplementary Reference Trust Agreement, and any obligations received in exchange, substitution or replacement for such obligations pursuant to Sections 3.08 and 3.14 hereof, as may from time to time continue to be held as a part of the Trust to which such

Reference Trust Agreement and Supplementary Reference Trust Agreements relate.

(6) "Business Day" shall mean any day other than a Saturday or Sunday or, in the City of New York, a legal holiday, or a day on which banking institutions are authorized by law to close.

(7) "Certificate" shall mean any one of the certificates executed by the Trustee and the Depositor evidencing ownership of an undivided fractional interest in the Trust.

(8) "Contract Securities" shall mean Bonds which are to be acquired by the Trust pursuant to contracts, including (i) Bonds listed in the Schedule to the Reference Trust Agreement and Supplemental Schedules thereto and (ii) Bonds which the Depositor has contracted to purchase for the Trust pursuant to Section 3.14.

(9) "Deposited Units" shall mean such of the units of preceding series of Dean Witter Select Government Trust, if any, deposited in irrevocable trust and listed in the Schedule to the Reference Trust Agreement and on any Supplemental Schedules thereto, as may from time to time continue to be held as a part of the Trust to which such Reference Trust Agreement relates.

(10) "Depositor" of the Trust shall have the meaning assigned to it in Part II of the Reference Trust Agreement.

(11) "Depositor's Special Distribution" shall have the meaning assigned to it in Section 3.05 hereof.

(12) "Distribution Date" of a Trust shall have the meaning assigned to it in Part II of the Reference Trust Agreement relating to such Trust.

(13) "Evaluation Time" shall mean the time set forth under Summary of Essential Information in a prospectus for a Trust.

(14) "Evaluator" shall mean Kenny S & P Evaluation Services, a division of Kenny Information Systems, Inc., or any corporation into which such firm may be merged or with which it may be consolidated, or any corporation

resulting from any merger or consolidation to which such firm shall be a party, or any firm succeeding to all or substantially all of the business of such firm; or any successor evaluator as hereinafter provided for.

(15) "First Settlement Date" of the Trust shall have the meaning assigned to it in Part II of the Reference Trust Agreement relating to such Trust.

(16) "Indenture" shall mean the Basic Agreement, as further amended, supplemented or varied by the Reference Trust Agreement.

(17) "Record Date" of a Trust shall have the meaning assigned to it in Part II of the Reference Trust Agreement relating to such Trust.

(18) "Reference Trust Agreement" shall mean a supplement to the Basic Agreement, the purpose of which shall be to amend, supplement and/or vary certain of the terms contained in the Basic Agreement. Each Reference Trust Agreement, together with the Basic Agreement to the extent that such Reference Trust Agreement incorporates it by reference, defines all the terms, rights and duties relevant to the series of Dean Witter Select Government Trust, to which such Reference Trust Agreement relates.

(19) "Reinvestment Programs" shall mean the programs, if any, for reinvestment of principal and interest payments payable to a Unit Holder pursuant to the particular Prospectus relating to such Units of a Trust or pursuant to any other prospectus or offering memorandum referred to in the Prospectus or in the Indenture.

(20) "Replacement Bond" shall mean a Bond purchased by the Trustee pursuant to Section 3.14 hereof.

(21) "Securities" shall mean both the Bonds and the Deposited Units, if any, deposited in trust and listed on a schedule attached to the Reference Trust Agreement and on any Supplemental Schedule thereto.

(22) "Special Bond" shall have the meaning assigned to it in Section 3.14 hereof.

(23) "Supplemental Indenture" shall mean an amendment or supplement to the Indenture executed pursuant to

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Section 2.01 hereof for the purpose of making additional deposits of Securities in the Trust and issuing a corresponding amount of additional units.

(24) "Termination Date" shall mean the date set forth in Part II of the Reference Trust Agreement.

(25) "Trust" shall mean the trust created by this Indenture (including the separate, respective trusts mentioned in a Reference Trust Agreement), which trust shall be denominated as indicated in Part II of the Reference Trust Agreement relating to such Trust and which shall consist of the Securities held pursuant and subject to this Indenture together with all undistributed interest received or accrued thereon, and any undistributed cash held in the Interest and Principal Accounts realized from the sale, redemption, liquidation, or maturity of the Bonds, the Deposited Units, if any, or the underlying obligations held in those series of Dean Witter Select Government Trust to which the Deposited Units relate.

(26) "Trustee" shall mean The Bank of New York, or any successor trustee as hereinafter provided for.

(27) "Unit" with respect to the Trust shall represent a fractional undivided interest in and ownership of the Trust initially equal to the fraction specified for the Trust in Part II of the Reference Trust Agreement relating to the Trust. From time to time, the denominator of each of these fractions shall be decreased by the number of any such Units redeemed as provided in Section 5.02 hereof and increased by the number of Additional Units created pursuant to Section 2.05 hereof.

(28) "Unit Holder" shall mean the registered holder of any Unit as recorded on the books of the Trustee, his legal representatives and heirs and the successors of any corporation, partnership or other legal entity which is a registered holder of any Unit and as such shall be deemed a beneficiary of the Trust created by this Indenture to the extent of his pro rata share thereof.

(29) Words importing singular number shall include the plural

number in each case and vice versa, and words importing person shall include corporations, and associations, as well as natural persons.

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(30) The words "herein," "hereby," "herewith," "hereof," "hereinafter," "hereunder," "hereinabove," "hereafter", "heretofore" and similar words or phrases of reference and association shall refer to this Indenture in its entirety.

ARTICLE II

Deposit of Securities; Acceptance of Trust; Issuance of Units; Form of Certificates

Section 2.01 Deposit of Securities: (a) The Depositor, concurrently with the execution and delivery of the Reference Trust Agreement, will deposit with the Trustee in trust the Securities listed in the Schedule or Schedules attached to such Reference Trust Agreement in bearer form or duly endorsed in blank or accompanied by all necessary instruments of assignment and transfer in proper form to be held, administered and applied by the Trustee as herein provided. The Depositor shall deliver the Securities listed on said Schedule or Schedules to the Trustee which were not actually delivered concurrently with the execution and delivery of the Reference Trust Agreement within 90 days after said execution and delivery or, if Section 3.14 applies, within such shorter period as is specified in Section 3.14.

(b) 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 Securities) and shall exactly replicate Cash (other than Cash to be distributed only (i) to the Depositor with respect to interest accrued prior to the initial date of

deposit or (ii) 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

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90-day period shall exactly replicate the Securities (including Contract Securities) and Cash (other than Cash to be distributed only to the Depositor 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 paragraph 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.

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

1. Any Additional Securities included in a deposit shall be identical to Securities held in the Trust immediately prior to the deposit and Bonds included therein shall be in face amounts such that (i) the face amount of Bonds of a particular issue included in a deposit divided by (ii) the aggregate of the face amounts of all 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 Bonds shall be accompanied by Cash in an amount bearing the same ratio to the aggregate face amount of all 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 (i) to the Depositor with respect to interest accrued prior to the initial date of deposit or (ii) with respect only 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 Dean Witter Select Government Trust held in the Trust immediately prior to the deposit by the fraction obtained by dividing the face amount of all Bonds included in the deposit by the face amount of

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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 subparagraphs (1), (2) and (3) of this paragraph shall apply except that any Additional Securities (including 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 Supplemental Indenture stating the date of such deposit and the number of Additional Units being issued therefor.

Section 2.02 Acceptance of Trust: The Trustee hereby accepts the Trust created by this Indenture for the use and benefit of the Unit Holders in the Trust, subject to the terms and conditions of this Indenture.

Section 2.03 Issue of Units: By executing the Reference Trust Agreement, the Trustee will thereby acknowledge receipt of the deposit relating to the Trust to which such Reference Trust Agreement relates, referred to in Section 2.01, and simultaneously with the receipt of said deposit, will execute Certificates substantially in the form above recited representing the ownership of all Units of the Trust as specified in

Part II of the Reference Trust Agreement. The Trustee hereby agrees that on the date of any Supplemental Indenture, it shall acknowledge that the Additional Securities identified therein have been deposited with it by recording on its books the ownership by the Depositor, or such other person or persons as may be indicated by the Depositor, of the aggregate number of Units to be issued in respect of such Additional Securities so deposited, and shall, if so requested,

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execute Certificates substantially in the form above recited representing the ownership of an aggregate number of those Units.

Under the terms and conditions and at such times as are permitted by the Trustee, Units may also be held in uncertificated form. Unit Holders may elect to have their Units held in uncertificated form by surrendering their Certificates to the Trustee for cancellation. At such time, an appropriate notation will be made in the registration books of the Trustee to indicate that the Units formerly evidenced by such cancelled Certificates are Units held in uncertificated form. The Trustee shall, at the request of the Holder of any Units held in uncertificated form, issue a new Certificate to evidence such Units and at such time make an appropriate notation in the registration books of the Trustee. The rights set forth in this Agreement of any holder of Units held in uncertificated form shall be the same as those of any other Unit Holder.

The Trusts created by this Indenture are separate and distinct trusts for all purposes and the assets of one such trust may not be commingled with the assets of any other trust, except as expressly provided herein, nor shall the expenses of any such trust be charged against the other. The Certificates representing the ownership of a fractional undivided interest in one Trust shall not be exchangeable for certificates representing the ownership of an undivided fractional interest in any other.

Section 2.04 Form of Certificates: Each Certificate referred to in Section 2.03 shall be in substantially the form hereinabove recited, numbered serially for identification, in fully registered form, transferable only on the books of the Trustee as herein provided, executed manually or in facsimile by an authorized officer of the Trustee and in facsimile by an authorized officer of the Depositor of the Trust to which the Certificate relates, and dated the date of execution and delivery by the Trustee.

ARTICLE III

Administration of Trust

Section 3.01 Initial Costs: With respect to the Trust, the cost of the initial preparation and printing and execution of this Indenture, the initial fees of the Evaluator

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and other reasonable expenses in connection therewith shall be paid by the Depositor (the cost of the initial preparation of the Certificates shall be paid by the Trustee); provided, however, that the liability on the part of the Depositor for such initial costs, fees and expenses shall not include any fees, costs or other expenses incurred in connection herewith after the execution of this Indenture, and the deposit relating to the Trust, referred to in Section 2.01.

Section 3.02 Interest Account: The Trustee shall collect the interest on the Securities in the Trust as such becomes payable (including all interest accrued but unpaid prior to the date of deposit of the Securities in trust and including that part of the proceeds of the sale, liquidation, redemption or maturity of any Securities which represents accrued interest thereon and including all moneys paid pursuant to any insurance contract representing interest on the Bonds in the Trust) and credit such interest to a separate account to be known as the "Interest Account."

Section 3.03 Principal Account: The Securities in the Trust and all moneys, including all moneys paid pursuant to any insurance contract representing principal of any Bond in the Trust, other than amounts credited to the Interest Account for the Trust, received by the Trustee in respect of the Securities in the Trust shall be credited to a separate account for the Trust to be known as the "Principal Account" for the Trust.

Section 3.04 Reserve Account: From time to time the Trustee shall withdraw from the cash on deposit in the Interest Account or the Principal Account of the Trust such amounts as it, in its sole discretion, shall deem requisite to establish a reserve for any applicable taxes or other governmental charges that may be payable out of the Trust. Such amounts so withdrawn shall be credited to a separate account for the Trust which shall be known as the "Reserve Account." The Trustee shall not be

required to distribute to the Unit Holders any of the amounts in the Reserve Account; provided, however, that if it shall, in its sole discretion, determine that such amounts are no longer necessary for payment of any applicable taxes or other governmental charges, then it shall promptly deposit such amounts in the appropriate account or, if such Trust has been terminated or is in the process of termination, the Trustee shall distribute to each Unit Holder thereof such holder's interest in the Reserve Account of such Trust in accordance with Section 9.02.

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Section 3.05 Distribution: On the First Settlement Date for Units as set forth in the Prospectus the Trustee shall deduct from the Interest Account and distribute to the Depositor a sum equal to those amounts advanced by the Trustee to the Trust, if applicable, sufficient to cover accrued interest on the Bonds to the First Settlement Date. On each settlement date for Contract Securities and Replacement Bonds, the Trustee shall also deduct from the Interest Account and distribute to the Depositor a sum equal to those amounts advanced by the Trustee to the Trust sufficient to cover accrued interest on such Contract Securities or Replacement Bonds for the period from the First Settlement Date to the actual settlement date of such Contract Securities or Replacement Bonds. Such distributions from the Trustee to the Depositor are hereinafter collectively referred to as the "Depositor's Special Distribution." In the event that Bonds are delivered to the Trust later than their expected delivery dates, the Trustee shall adjust its fee downward as provided in Section 6.04. In the event that Contract Securities are issued later than their expected dates of issue, the Trustee shall adjust its fee downward as provided in Section 6.04. The Trustee shall be entitled to reimbursements, without interest, for such advancements and such reimbursements shall be made from interest received by the Trust before any further distributions shall be made from the Interest Account to Unit Holders. Subsequent distributions shall be made as hereinafter provided.

As of each Record Date for a Trust, the Trustee shall:

(a) deduct from the Interest Account or, to the extent funds are not available in such Account, from the Principal Account and pay to itself individually the amounts that it is at the time entitled to receive pursuant to Section 6.04;

(b) deduct from the Interest Account or, to the extent funds are not available in such Account, from the Principal Account and pay to the Evaluator the amount that it is at the time entitled to receive pursuant to Section 4.03;

(c) deduct from the Interest Account or, to the extent funds are not available in such Account, from the Principal Account and pay to counsel, designated as hereinafter provided, an

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amount equal to unpaid fees and expenses, if any, of such counsel as certified to by the Depositor; and

(d) deduct from the Interest Account or, to the extent funds are not available in such Account, from the Principal Account one-twelfth of the estimated annual amount that the Depositor is entitled to receive pursuant to Section 8.07 and hold such amount without interest until such time as it is payable to the Depositor as set forth below. On or before the first Distribution Date after the conclusion of each quarter of the calendar year, the Trustee shall distribute to the Depositor from the amount so held pursuant to the immediately preceding paragraph the amounts that the Depositor is at the time entitled to receive pursuant to Section 8.07 on account of its services theretofore performed and expenses theretofore incurred.

Distributions from the Interest and Principal Accounts shall be made in accordance with the Unit Holder's election (the "Reinvestment Election"). Such Reinvestment Election shall be made initially upon purchase of any Units in the manner specified by the Depositor when, as and if any such Reinvestment Election is or remains available through the Depositor and, thereafter, such Reinvestment Election shall be made in writing on a card furnished by the Trustee at the request of the Unit Holder. The card shall provide the following choices: (1) distributions to be made by mail addressed to the post office address of the Unit Holder as it appears on the registration books of the Trustee and (2) distributions to be made to the designated agent for any Reinvestment Programs when, as and if available to the Unit Holder through the

Depositor. If no Reinvestment Election is offered by the Depositor or if no Reinvestment Election is specified by the Unit Holder at the time of purchase of any Unit, distributions of principal and interest shall be made to the Unit Holder, as provided in (1) above. Once a Reinvestment Election has been chosen by the Unit Holder, such election shall remain in effect until changed by the Unit Holder. Such change of election may be made by notification thereof to the Trustee at any time in form satisfactory to the Trustee, or by returning the above mentioned election card and noting such change of election thereon. A transferee of any Unit shall receive an election card and may make his Reinvestment Election

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as set forth above. The Trustee shall be entitled to receive in writing a notification from the Unit Holder as to his or her change of address.

With respect to all Series of the Dean Witter Select Government Trust, on or shortly after the first Distribution Date, the Trustee shall distribute, according to the Unit Holder's Reinvestment Election, to all Unit Holders of record on the preceding Record Date, an amount from the Interest Account specified in the Reference Trust Agreement for the Trust, which amount may be a partial distribution, equal to a fraction of the amount of each monthly distribution as provided for in the Reference Trust Agreement, together with each Unit Holder's fractional share of the balance of the Principal Account, computed as of close of business on such Record Date.

On each subsequent Distribution Date or within a reasonable period of time thereafter, the Trustee shall distribute by mail to each Unit Holder of record at the close of business on the immediately preceding Record Date at his post office address such holder's pro rata share of the balance of the Interest Account (on the basis of one-twelfth of the amount of net annual interest per unit expected to be received by the Trust during the ensuing twelve months less deductions of estimated expenses for such period), computed as of such preceding Record Date for the Trust, plus such holder's pro rata share of the cash balance of the Principal Account of the Trust, computed as of such preceding Record Date for the Trust, except as reduced by any amounts deducted pursuant to Paragraphs (a), (b) and (c) of this Section 3.05.

The Trustee shall not be required to make a distribution from the Principal Account for any Series unless the cash balance on deposit therein available for distribution shall be sufficient to distribute at least \$0.001 per \$1 Unit; provided, however, that notwithstanding the

foregoing, when so directed by the Depositor, the Trustee shall hold specially for anticipated redemptions such amount as the Depositor shall direct, until that sum is exhausted by disbursements in payment of redemptions or until the Depositor shall notify the Trustee that such amount is no longer required for this purpose, at which time such amount shall cease to be segregated within the Principal Account.

In the event the amount on deposit in the Interest Account of the Trust on a Distribution Date therefor is not sufficient for the payment of the amount of interest to be

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distributed on the basis of the aforesaid computation, the Trustee shall advance out of its own funds and cause to be deposited in and credited to such Interest Account such amount as may be required to permit payment of the interest distribution to be made on such Distribution Date; provided, however, that the Trustee shall be entitled to be reimbursed without interest out of the Trust for any and all amounts advanced by it pursuant to this Section 3.05. The Trustee shall pay to itself the amounts which it is entitled to receive as reimbursement for amounts advanced pursuant to the preceding sentence, by deducting, subject to the limitations set forth below, such amounts from the Interest Account when funds are available from interest payments on the particular Bonds on which accrued interest was paid. The Trustee shall be deemed to be the beneficial owner of the interest payments or coupons in question to the extent of all amounts advanced by it pursuant to this Section 3.05, and such advances shall be considered a lien on the Trust and the Trustee shall have priority over Unit Holders on funds received as payments upon the Bonds, as such payments are received by the Trustee.

Nothing in this Section shall be construed so as to permit the Trustee to reimburse itself for advances, if such reimbursement would result in a failure by the Trustee to make a required distribution from the Interest Account except where advances were made by the Trustee on Bonds which have defaulted and the interest on which is now uncollectible, in which case the Trustee may reimburse itself for such advances and reduce, if necessary, the amount of a distribution from the Interest Account.

If the Depositor fails to replace any failed Special Bond in accordance with Section 3.14, the Trustee shall distribute to all Unit Holders the principal attributable to such Special Bond not later than the

second Distribution Date and, to the extent funds are provided by the Depositor, will at such time distribute on behalf of the Depositor the sales charge attributable to such Special Bond.

If less than all moneys attributable to a failed Special Bond have been applied by the Trustee to purchase Replacement Bonds, the Trustee shall distribute the remaining moneys to all Unit Holders not later than the second Distribution Date following the deposit in which the failed Special Bond was included.

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The amount to be so distributed to each Unit Holder of the Trust shall be that pro rata share of the cash balance of the Interest and Principal Accounts of the Trust, computed as set forth above, as shall be represented by the Units registered in the name of such Unit Holder.

In the computation of each such share, fractions of less than one cent shall be omitted. After any such distribution provided for above, any cash balance remaining in the Interest Account or the Principal Account of the Trust shall be held in the same manner as other amounts subsequently deposited in each of such Accounts, respectively.

For the purpose of distribution as herein provided, the holders of record on the registration books of the Trustee at the close of business on each Record Date shall be conclusively entitled to such distribution, and no liability shall attach to the Trustee by reason of payment to any such registered Unit Holder of record. Nothing herein shall be construed to prevent the payment of amounts from the Interest Account and the Principal Account of the Trust to individual Unit Holders by means of one check, draft or other proper instrument, provided that the appropriate statement of such distribution shall be furnished therewith as provided in Section 3.06 hereof.

Section 3.06 Distribution Statements: With each distribution from the Interest or Principal Accounts of the Trust the Trustee shall set forth, either in the instrument by means of which payment of such distribution is made or in an accompanying statement, the amount being distributed from each such account expressed as a dollar amount per Unit.

In the event that the issuer of any of the Bonds in the Trust shall fail to make payment when due of any interest or principal and such failure results in a change in the amount which would otherwise be

distributed as a periodic distribution, the Trustee shall, with the first such distribution relating to such Trust following such failure, set forth in an accompanying statement (a) the name of the issuer and the Bond, (b) the amount of the reduction in the distributions per Unit resulting from such failure, (c) the percentage of the aggregate principal amount of Securities which such Bond represents and (d) to the extent then determined, information regarding any disposition or legal action with respect to such Bond.

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In the event that a preceding series of Dean Witter Select Government Trust to which any of the Deposited Units relate fails to make a distribution when due of any interest or principal and such failure results in a change in the amount which would otherwise be distributed hereunder as a monthly distribution, the Trustee shall, with the first such distribution following such failure, set forth in an accompanying statement (a) the name of the preceding series and the Deposited Units, (b) the amount of the reduction in the distributions per unit resulting from such failure, (c) the percentage of the aggregate face amount of Securities which such Deposited Units represent and (d) to the extent then determined, information regarding any disposition or legal action with respect to such preceding series or such Deposited Units.

Within a reasonable period of time after the last business day of each calendar year, but not later than February 15, the Trustee shall furnish to each person who at any time during such calendar year was a Unit Holder of the Trust a statement setting forth, with respect to such calendar year:

(A) as to the Interest Account of the Trust:

1. the amount of interest received on the Securities,
2. the amounts paid (a) for purchases of Replacement Bonds pursuant to Section 3.14 and (b) for redemption pursuant to Section 5.02,
3. the deductions for payment of applicable taxes, compensation of the Evaluator, the Depositor's portfolio supervisory fee and fees and expenses of the Trustee and bond counsel, and

4. the balance remaining after such distributions and deductions, expressed both as a total dollar amount and as a dollar amount per 1,000 Units outstanding on the last business day of such calendar year;

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(B) as to the Principal Account of the Trust:

1. the dates of the sale, maturity, liquidation or redemption of any of the Securities and the net proceeds received therefrom, excluding any portion thereof credited to the Interest Account,
2. the amount paid (a) for purchases of Replacement Bonds pursuant to Section 3.14, and (b) for redemptions pursuant to Section 5.02,
3. the deductions for payment of applicable taxes, compensation of the Evaluator, the Depositor's portfolio supervisory fee and fees and expenses of the Trustee and bond counsel, and
4. the balance remaining after such distributions and deductions, expressed both as a total dollar amount and as a dollar amount per 1,000 Units outstanding on the last business day of such calendar year; and

(C) the following information:

1. a list of the Securities held in the Trust as of the last business day of such calendar year,
2. the number of Units of such Trust outstanding on the last business day of the calendar year,
3. the Unit Value (as defined in Section 5.01) based on the last evaluation of such Trust made during such calendar year, and

4. the amounts actually distributed during such calendar year from the Interest and Principal Accounts of the Trust, separately stated, expressed both as total dollar amounts and as dollar

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amounts per Unit outstanding on the record dates for such distributions.

Section 3.07 Sale of Bonds: In order to maintain the sound investment character of the Trust, the Depositor thereof may direct the Trustee to sell Bonds in the Trust at such price and time and in such manner as shall be determined by the Depositor, provided that the Depositor has determined that any one or more of the following conditions exist:

- (a) that there has been a default on such Bonds in the payment of principal or interest, or both, when due and payable;
- (b) that any action or proceeding has been instituted in law or equity seeking to restrain or enjoin the payment of principal or interest on any such Bonds, attacking the constitutionality of any enabling legislation or alleging and seeking to have judicially determined the illegality of the issuing body or the constitution of its governing body or officers, the illegality, irregularity or omission of any necessary acts or proceedings preliminary to the issuance of such Bonds, or seeking to restrain or enjoin the performance by the officers or employees of any such issuing body of any improper or illegal act in connection with the administration of funds necessary for debt service on such Bonds or otherwise; or that there exists any other legal question or impediment affecting such Bonds or the payment of debt service on the same;
- (c) that there has occurred any breach of covenant or warranty in any resolution, ordinance, trust, indenture or other document, which would adversely affect either immediately or contingently the payment of debt service on such Bonds, or other general credit standing, or otherwise impair the sound investment character of such Bonds;
- (d) that there has been a default in the payment of

principal of or interest on any other outstanding Securities of an issuer of such Bonds;

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(e) that the price of any such Bonds has declined to such an extent, or such other market or credit factor exists, that in the opinion of the Depositor the retention of such Bonds would be detrimental to the Trust and to the interest of the Unit Holders thereof;

(f) that such Bonds are the subject of an advanced refunding. For the purposes of this Section 3.07(f), "an advanced refunding" shall be deemed to have occurred when refunding Bonds are issued and the proceeds thereof are deposited in irrevocable trust to retire the Bonds on or before their redemption date;

(g) that as of any Record Date such Bonds are scheduled to be redeemed and paid prior to the next succeeding Distribution Date; provided, however, that as the result of such sale the Trustee will receive funds in an amount equal to or greater than \$.0005 per Unit.

Upon receipt of such direction from the Depositor, upon which the Trustee shall rely, the Trustee shall proceed to sell the specified Bonds in accordance with such direction; provided, however, that the Trustee shall not sell any Bonds upon receipt of a direction from the Depositor specifying that it has determined that the conditions in subdivision (g) above exist, unless the Trustee shall receive on account of such sale the full principal amount of such Bonds, plus the premium, if any, and the interest accrued and to accrue thereon to the date of the redemption of such Bonds. The Trustee shall not be liable or responsible in any way for depreciation or loss incurred by reason of any sale made pursuant to any such direction or by reason of the failure of the Depositor to give any such direction, and in the absence of such direction the Trustee shall have no duty to sell any Bonds under this Section 3.07 except to the extent otherwise required by Section 3.10 of this Indenture.

Section 3.08 Refunding Bonds: In the event that an offer shall be made by an obligor of any of the Bonds in the Trust to issue new obligations and/or other property in exchange and substitution for any issue of Bonds pursuant to a plan for the refunding or refinancing of such Bonds or the restructuring of the Bond issuer, the Depositor of the Trust

shall instruct the Trustee in writing to reject such offer and

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either to hold or sell such Bonds, except that if (1) the issuer is in default with respect to such Bonds or (2) in the opinion of the Depositor, given in writing to the Trustee, the issuer will probably default with respect to such Bonds in the reasonably foreseeable future, the other property so offered in exchange and substitution would not involve the Trust in the conduct of a trade or business, the Depositor shall instruct the Trustee in writing to accept or reject such offer or take any other action with respect thereto as the Depositor may deem proper. Any cash so received shall be credited to the Principal Account and distributed to holders of Units on the record date next following or coinciding with the date of receipt of such cash. Any obligation so received in exchange shall be deposited hereunder and shall be subject to the terms and conditions of this Indenture to the same extent as the Bonds originally deposited hereunder.

Any property received in such exchange other than an obligation shall be sold for cash by the Trust as soon as practicable and the proceeds credited to the Principal Account and distributed to the holders of Units on the record date next following or coinciding with the date of receipt of such cash.

Within five days after such deposit, notice of such exchange and deposit shall be given by the Trustee to each Unit Holder or Certificateholder, as the case may be, including an identification of the Bonds eliminated and the Bonds and/or other security substituted therefor.

Section 3.09 Bond Counsel: The Depositor may employ from time to time as it may deem necessary or desirable a firm of attorneys for any legal services that may be required in connection with the disposition of Bonds pursuant to Section 3.07 or for any other reasons deemed advisable by the Depositor or the Trustee, in their discretion. The fees and expenses of such counsel may, at the discretion of the Depositor, be paid by the Trustee from the Interest and Principal Accounts of the Trust as provided for in Section 3.05(c) hereof.

Section 3.10 Notice and Sale by Trustee: If at any time the principal of or interest on any of the Bonds in a Trust shall be in default and not paid or provision for payment thereof shall not have been duly made, the Trustee shall notify the Depositor thereof. If within thirty days after such notification the Depositor has not given any instruction to sell or to hold or has not taken any other action in connection with such

Bonds, the Trustee shall sell such Bonds forthwith,

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and the Trustee shall not be liable or responsible in any way for depreciation or loss incurred by reason of such sale.

Section 3.11 Trustee Not To Amortize: Nothing in this Indenture, or otherwise, shall be construed to require the Trustee to make any adjustments between the Interest and Principal Accounts of the Trust by reason of any premium or discount in respect of any of the Bonds.

Section 3.12 Notice to Depositor: In the event that the Trustee shall have been notified at any time of any action to be taken or proposed to be taken by holders of the Securities in a Trust (including but not limited to the making of any demand, direction, request, giving of any notice, consent or waiver or the voting with respect to any amendment or supplement to any indenture, resolution, agreement or other instrument under or pursuant to which the Securities have been issued) the Trustee shall promptly notify the Depositor and shall thereupon take such action or refrain from taking any action (not inconsistent with its duties as Trustee) as the Depositor shall in writing direct; provided, however, that if the Depositor shall not within five business days of the giving of such notice to the Depositor direct the Trustee to take or refrain from taking any action, the Trustee shall take such action as it, in its sole discretion, shall deem advisable. Neither the Depositor nor the Trustee shall be liable to any person for any action or failure to take action with respect to this Section 3.12.

Section 3.13 Sale of Deposited Units: In order to maintain the sound investment character of the Trust, the Depositor of such Trust may direct the Trustee to sell or redeem Deposited Units at such price (in the case of a sale) and time and in such manner as shall be determined by the Depositor, provided that the Depositor has determined that the price of any such Deposited Units has declined to such an extent, or such other market or credit factor exists, that in the opinion of the Depositor the retention of such Deposited Units would be detrimental to the Trust and to the interest of the Unit Holders.

Upon receipt of such direction from the Depositor, upon which the Trustee shall rely, the Trustee shall proceed to sell or redeem the specified Deposited Units in accordance with such direction. The Trustee shall not be liable or responsible in any way for depreciation or loss

incurred by reason of any sale or redemption made pursuant to any such direction or by

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reason of the failure of the Depositor to give any such direction, and in the absence of such direction the Trustee shall have no duty to sell any Deposited Units under this Section 3.13.

Section 3.14 Replacement Bond: In the event that the purchase of any Contract Security is not consummated in accordance with the contract for its purchase due to any occurrence, act or event beyond the control of the Depositor and of the Trustee (such a Contract Security being herein called a "Special Bond"), the Depositor may instruct the Trustee to purchase a Replacement Bond or Bonds which have been selected by the Depositor having a cost and an aggregate principal amount not in excess of the cost and aggregate principal amount of the Special Bonds not so delivered. To be eligible for inclusion in the Trust, the Replacement Bonds which the Depositor selects must: (i) have a fixed maturity or disposition date consistent with the term of the Trust; (ii) be purchased at a price that results in a yield to maturity and in a current return, in each case as of the execution and delivery of the applicable Reference Trust Agreement, which is approximately equivalent to the yield to maturity and current return of the Special Bonds which failed to be delivered and for which the Replacement Bonds are substituted; (iii) be purchased within twenty days after delivery of notice of the failed contract to the Trustee or to the Depositor, whichever occurs first; and (iv) be consistent with the objectives of the Trust.

Any Replacement Bonds received by the Trustee shall be deposited hereunder and shall be subject to the terms and conditions of this Indenture to the same extent as other Bonds deposited hereunder. No such deposit of Replacement Bonds shall be made after the earlier of (i) 90 days after the date of execution and delivery of the applicable Reference Trust Agreement or (ii) the first Distribution Date. On the settlement date for each Replacement Bond, the Trustee shall deduct from the Interest Account and distribute to the Depositor a sum sufficient to cover accrued interest on such Replacement Bond for the period from the purchase date of such Replacement Bond to the settlement date for such bonds, less an amount equal to accrued interest, if any, which was charged to the Unit Holders for the Special Bond that is being replaced.

Whenever a Replacement Bond is acquired by the Depositor pursuant to the provisions of this Section 3.14, the Trustee shall, within five days thereafter, mail to all Unit

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Holders notices of such acquisition, including an identification of the failed Special Bond and the Replacement Bond acquired. The purchase price of a Replacement Bond shall be paid out of the principal attributable to the failed Special Bond which it replaces. The Trustee shall not be liable or responsible in any way for depreciation or loss incurred by reason of any purchase made pursuant to any such instructions and in the absence of such instructions the Trustee shall have no duty to purchase any Replacement Bonds under this Indenture. The Depositor shall not be liable for any failure to instruct the Trustee to purchase any Replacement Bond or for errors of judgment in selecting any Replacement Bond.

ARTICLE IV

Evaluation of Securities; Evaluator

Section 4.01 Evaluation by Evaluator: The Evaluator shall determine separately and promptly furnish to the Trustee and the Depositor upon request the value of each issue of Securities in the Trust (treating (a) separate maturities of Securities and (b) Deposited Units in separate preceding series of Dean Witter Select Government Trust as separate issues) as of the Evaluation Time on the bid side of the market on the days on which the Trustee shall make the Trust Evaluation required by Section 5.01 and, in addition, (i) as of the Evaluation Time on the offering side of the market each business day during the initial public offering period, (ii) if and as long as requested by the Depositor on the offering side of the market on each business day following such initial public offering period, (iii) on the offering side of the market on the last business day of each calendar week commencing with the week in which the Evaluator and the Trustee have been informed by the Depositor that the initial public offering of the Units for such Trust has been completed and (iv) on any other day requested by the Depositor or the Trustee. In making the evaluations the Evaluator may determine the value of each issue of the Securities in the Trust by the following methods or any combination thereof which it deems appropriate: (i) on the basis of current bid or offering prices of such Securities as obtained from investment dealers or brokers (including the Depositor) who customarily deal in securities comparable to those held by the Trust (in the case of Deposited Units, such current bid or offering prices may be based on prevailing daily evaluations of the underlying obligations held in those preceding series of Dean Witter Select

(ii) if bid or offering prices are not available for any of such Securities, on the basis of bid or offering prices for comparable Securities, or (iii) by appraisal. The Evaluator shall also make an evaluation of the Securities deposited in the Trust as of the times said Securities are deposited under this Indenture. Such evaluation shall be made on the same basis as set forth above and shall be based upon offering prices of said Securities. The Evaluator's determination of the offering price of the Securities of the Trust on the date of deposit shall be included in the Schedules attached to the Reference Trust Agreement.

Section 4.02 Tax Reports: For the purpose of aiding Unit Holders to satisfy any reporting requirements of applicable Federal or state tax law, the Evaluator shall make available to the Trustee and the Trustee shall transmit to any Unit Holder upon request any determinations made by the Evaluator pursuant to Section 4.01.

Section 4.03 Evaluator's Compensation: As compensation for its services hereunder, the Evaluator, with respect to each series, shall receive against a statement therefor submitted to the Trustee monthly on or before each Record Date the amount as set forth in the Reference Trust Agreement for each evaluation of the series, provided, however, that if at any time the fee of the Trustee shall have been increased pursuant to Section 6.04, the compensation of the Evaluator hereunder shall at the same time be ratably increased.

Section 4.04 Liability of Evaluator: The Trustee, Depositor and Unit Holders may rely on any evaluation furnished by the Evaluator and shall have no responsibility for the accuracy thereof. The determinations made by the Evaluator hereunder shall be made in good faith upon the basis of the best information available to it. The Evaluator shall be under no liability to the Trustee, Depositor or Unit Holders for errors in judgment; provided, however, that this provision shall not protect the Evaluator against any liability to which it would otherwise be subject by reason of willful misfeasance, bad faith or gross negligence in the performance of its duties or by reason of its reckless disregard of its obligations and duties hereunder.

Section 4.05 Successor Evaluator: (a) The Evaluator may resign and be discharged hereunder, by executing an instrument in writing resigning as Evaluator and filing the

same with the Depositor and the Trustee, not less than 60 days before the date specified in such instrument when, subject to Section 4.05(e), such resignation is to take effect. Upon receiving such notice of resignation, the Depositor and the Trustee shall use their best efforts to appoint a successor evaluator having qualifications and at a rate of compensation satisfactory to the Depositor and the Trustee. Such appointment shall be made by written instrument executed by the Depositor and the Trustee, in duplicate, one copy of which shall be delivered to the resigning Evaluator and one copy to the successor evaluator. The Depositor may remove the Evaluator at any time upon 30 days' written notice and appoint a successor evaluator having qualifications reasonably satisfactory to the Trustee and at a rate of compensation satisfactory to the Depositor. Such appointment shall be made by written instrument executed by the Depositor, in duplicate, one copy of which shall be delivered to the Evaluator so removed and one copy to the successor evaluator. Notice of such resignation or removal and appointment of a successor evaluator shall be mailed by the Trustee to each Unit Holder.

(b) Any successor evaluator appointed hereunder shall execute, acknowledge and deliver to the Depositor and the Trustee an instrument accepting such appointment hereunder, and such successor evaluator without any further act, deed or conveyance shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder with like effect as if originally named Evaluator herein and shall be bound by all the terms and conditions of this Agreement.

(c) In case at any time the Evaluator shall resign and no successor evaluator shall have been appointed and have accepted appointment within 30 days after notice of resignation has been received by the Depositor and the Trustee, the Evaluator may forthwith apply to a court of competent jurisdiction for the appointment of a successor evaluator. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor evaluator.

(d) Any corporation into which the Evaluator hereunder may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Evaluator hereunder shall be a party, shall be the successor evaluator under this Agreement without the execution or filing of any paper, instrument or further act to be done on the part of the parties hereto, anything herein, or in any agreement relating to such merger or consolidation, by which

the Evaluator may seek to retain certain powers, rights and privileges theretofore obtaining for any period of time following such merger or consolidation, to the contrary notwithstanding.

(e) Any resignation or removal of the Evaluator and appointment of a successor evaluator pursuant to this Section shall become effective upon acceptance of appointment by the successor evaluator as provided in subsection (b) hereof.

ARTICLE V

Trust Evaluation; Redemption, Purchase, Transfer, Interchange or Replacement of Certificates

Section 5.01 Trust Evaluation: The Trustee shall make an evaluation of the Trust as of the close of trading on the New York Stock Exchange, (i) on the last business day of each of the months of June and December, (ii) on the day on which any Unit of the Trust is tendered for redemption, and (iii) on any other day desired by the Trustee or requested by the Depositor. Such evaluations shall take into account and itemize separately (1) the cash on hand in the Principal and Interest Accounts of the Trust or moneys in the process of being collected from matured interest coupons or bonds matured or called for redemption prior to maturity, (2) the value of each issue of the Securities in the Trust on the bid side of the market as determined by the Evaluator pursuant to Section 4.01, and (3) interest accrued thereon not subject to collection and distribution. For each such evaluation there shall be deducted from the sum of the above (i) amounts representing any applicable taxes or governmental charges payable out of the Trust and for which no deductions shall have previously been made for the purpose of addition to the Reserve Account, (ii) amounts representing accrued expenses of the Trust and other amounts payable by the Trust including but not limited to unpaid fees and expenses of the Trustee, the Depositor, the Evaluator and bond counsel, in each case as reported by the Trustee to the Evaluator on or prior to the date of evaluation, and (iii) cash held for distribution to Unit Holders of record as of a date prior to the evaluation then being made. The value of the pro rata share of each Unit of the Trust determined on the basis of any such evaluation shall be referred to herein as the "Unit Value." From time to time, the Depositor may prescribe when appropriate, and the Trustee shall follow, procedures relating to the estimation of the principal amount of Securities and accrual of interest

thereon during such periods when the principal amount of the Securities is not publicly available. Such procedures, if prescribed, may be modified or rescinded by the Depositor at any time.

Section 5.02 Redemptions by Trustee; Purchases by Depositor: Any Unit tendered for redemption by a Unit Holder or his duly authorized attorney to the Trustee at its unit investment trust office in the City of New York, shall be redeemed by the Trustee on the seventh calendar day following the day on which tender for redemption is made, provided that if such day of redemption is not a business day, then such Unit shall be redeemed on the first business day prior thereto (being herein called the "Redemption Date"). Subject to payment by such Unit Holder of any tax or other governmental charges which may be imposed thereon, redemption of such Unit is to be made by payment on the Redemption Date of cash equivalent to the Unit Value, determined by the Trustee as of the close of trading on the New York Stock Exchange, on the date of tender plus a sum equivalent to the amount of accrued interest which would have been payable with respect to such Unit to, but not including, the fifth business day following the date of tender (herein called the "Redemption Price"). If so directed by the Depositor, Units may be redeemed by the distribution of Securities in-kind. Units received for redemption by the Trustee on any day after the Evaluation Time will be held by the Trustee until the next day on which the New York Stock Exchange is open for trading and will be deemed to have been tendered on such day for redemption at the Redemption Price computed on that day.

The Trustee may in its discretion, and shall when so directed by the Depositor, suspend the right of redemption for Units of the Trust or postpone the date of payment of the Redemption Price therefor for more than seven calendar days following the day on which tender for redemption is made (1) for any period during which the New York Stock Exchange is closed other than customary weekend and holiday closings or during which trading on the New York Stock Exchange is restricted; (2) for any period during which an emergency exists, as a result of which disposal by the Trust of the Securities is not reasonably practicable or it is not reasonably practicable to determine fairly in accordance herewith the value of the Securities; or (3) for such other period as the Securities and Exchange Commission may by order permit, and shall not be liable to any person or in any way for

any loss or damage which may result from any such suspension or postponement.

Not later than the close of business on the day of tender of a Unit for redemption by a Unit Holder other than the Depositor, the Trustee shall notify the Depositor of such tender. Such Depositor shall have the right to purchase such Unit by notifying the Trustee of its election to make such purchase as soon as practicable thereafter but in no event subsequent to the close of business on the next business day after the day on which such Unit was tendered for redemption. Such purchase shall be made by payment for such Unit by the Depositor to the Unit Holder not later than the close of business on the Redemption Date of an amount not less than the Redemption Price which would otherwise be payable by the Trustee to such Unit Holder.

Any Unit so purchased by the Depositor may at the option of the Depositor be tendered to the Trustee for redemption at the unit investment trust office of the Trustee in the manner provided in the first paragraph of this Section 5.02.

If the Depositor does not elect to purchase any Unit of the Trust tendered to the Trustee for redemption, or if a Unit is being tendered by the Depositor for redemption, that portion of the Redemption Price which represents interest shall be withdrawn from the Interest Account of the Trust to the extent available. No amount in the Principal Account may be used for any redemption unless the Depositor directs otherwise. Instead, Units shall be redeemed by the Trustee segregating on the books of the Trust Securities selected from among those designated on the current list maintained for such purpose by the Depositor as provided below, for the account of the Unit Holder but only to the extent the value thereof is equal to the Redemption Price (less any cash distributed from the Interest Account or from the Principal Account as directed by the Depositor). The Trustee shall sell the Securities any portion of which has been segregated, or collect the redemption proceeds thereof, and distribute such sale or redemption proceeds to the Unit Holder to the extent described in the immediately preceding sentence, with any balance of the sale or redemption proceeds deposited into the Principal Account. In the case of any Trust for which the Prospectus provides that additional Securities may be deposited for an indefinite period of time subsequent to the initial Date of Deposit, the Securities to be segregated shall be selected by the Depositor

so as to maintain the proportionate relationships among the Securities applicable to such subsequent deposits as described in the Prospectus. In the event that funds are withdrawn from the Principal Account for payment of accrued interest, the Principal Account shall be reimbursed for such funds so withdrawn when sufficient funds are next available in the Interest Account.

The Depositor shall maintain with the Trustee a current list of Securities held in the Trust designated to be sold for the purpose of redemption of Units of the Trust, and for payment of expenses hereunder, provided that if the Depositor shall for any reason fail to maintain such a list, the Trustee, in its sole discretion, may designate a current list of Securities for such purposes. The net proceeds of any sales of Securities from such list representing principal shall be credited to the Principal Account of the Trust and the proceeds of such sales representing accrued interest shall be credited to the Interest Account of the Trust.

Sales of Securities by the Trustee shall be made in such manner as the Trustee shall determine will bring the best price obtainable for the Trust; provided, however, that sales shall be made in such manner, as the Trustee shall determine, as will provide the Trustee with funds in an amount sufficient and at the time necessary in order for it to pay the Redemption Price of Units tendered for redemption, regardless of whether or not a better price could be obtained if the Securities were sold without regard for the day on which the proceeds of such sale would be received. The Trustee shall not be liable or responsible in any way for depreciation or loss incurred by reason of any sale or redemptions of Securities made pursuant to this Section 5.02.

Certificates evidencing Units redeemed pursuant to this Section 5.02 shall be cancelled by the Trustee, and any Unit or Units redeemed pursuant to this Section 5.02 shall be terminated by such redemption.

Section 5.03 Transfer or Interchange of Certificates: A Certificate (and the Units it represents) may be transferred by the registered holder thereof by presentation and surrender of such Certificate at the corporate trust office of the Trustee properly endorsed or accompanied by a written instrument or instruments of transfer in form

satisfactory to the Trustee and executed by the Unit Holder or his authorized attorney, whereupon a new registered Certificate or

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Certificates for the same number of Units of the Trust executed by the Trustee and the Depositor will be issued in exchange and substitution therefor. Certificates issued pursuant to this Indenture are interchangeable for one or more other Certificates in an equal aggregate number of Units of the Trust and all Certificates issued shall be issued in denominations of one Unit or any multiple thereof as may be requested by the Unit Holder.

The Trustee may deem and treat the person in whose name any Certificate shall be registered upon the books of the Trustee as the owner of such Certificate for all purposes hereunder, and the Trustee shall not be affected by any notice to the contrary, nor be liable to any person or in any way for so deeming and treating the person in whose name any Certificate shall be so registered.

A sum sufficient to pay any tax or other governmental charge that may be imposed in connection with any such transfer or interchange shall be paid by the Unit Holder to the Trustee. The Trustee may require a Unit Holder to pay \$2.00 for each new Certificate issued on any such transfer or interchange.

All Certificates cancelled pursuant to this Indenture shall be disposed of by the Trustee without liability on its part.

Section 5.04 Certificates Mutilated, Destroyed, Stolen or Lost: In case any Certificate shall become mutilated or be destroyed, stolen or lost, the Trustee shall execute and deliver a new Certificate in exchange and substitution therefor upon the holder's furnishing the Trustee with proper identification and indemnity satisfactory to the Trustee, complying with such other reasonable regulations and conditions as the Trustee may prescribe and paying such expenses as the Trustee may incur. Any mutilated Certificate shall be duly surrendered and cancelled before any new Certificate shall be issued in exchange and substitution therefor. Upon the issuance of any new Certificate a sum sufficient to pay any tax or other governmental charge will be imposed and payment of the fees and expenses of the Trustee may be required. Any such new Certificate issued pursuant to this Section shall constitute complete and indefeasible

evidence of ownership in the Trust, as if originally issued, whether or not the lost, stolen or destroyed Certificate shall be found at any time.

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In the event the Trust has terminated or is in the process of termination, the Trustee may, instead of issuing a new Certificate in exchange and substitution for any Certificate which shall have become mutilated or shall have been destroyed, stolen or lost, make the distributions in respect of such mutilated, destroyed, stolen or lost Certificate (without surrender thereof except in the case of a mutilated Certificate) as provided in Section 9.02 hereof if the Trustee is furnished with such security or indemnity as it may require to save it harmless, and in the case of destruction, loss or theft of a Certificate, evidence to the satisfaction of the Trustee of the destruction, loss or theft of such Certificate and of the ownership thereof.

ARTICLE VI

Trustee

Section 6.01 General Definition of Trustee's Liabilities, Rights and Duties: In addition to and notwithstanding the other duties, rights, privileges and liabilities of the Trustee as elsewhere set forth herein, the liabilities of the Trustee are further defined as follows:

(a) all moneys deposited with or received by the Trustee hereunder shall be held by it without interest in trust as part of the Trust or the Reserve Account until required to be disbursed in accordance with the provisions of this Indenture and such moneys will be segregated by separate recordation on the trust ledger of the Trustee so long as such practice preserves a valid preference under applicable law, or if such preference is not so preserved the Trustee shall handle such moneys in such other manner as shall constitute the segregation and holding thereof in trust within the meaning of the Investment Company Act of 1940;

(b) the Trustee shall be under no liability for any action taken in good faith on any appraisal, paper, order, list, demand, request, consent, affidavit, notice, opinion, direction, evaluation, endorsement, assignment, resolution, draft or other document whether or not of the same kind

prima facie properly executed, or for the disposition of moneys, Securities, Units or Certificates pursuant to this Indenture, or in

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respect of any evaluation which it is required to make or is required or permitted to have made by others under this Indenture or otherwise, except by reason of its own willful misfeasance, bad faith or gross negligence in the performance of its duties or by reason of its reckless disregard of its obligations and duties hereunder; provided, however, that the Trustee shall not in any event be liable or responsible for any evaluation made by the Evaluator. The parties hereto may construe any of the provisions of this Indenture, insofar as the same may appear to be ambiguous or inconsistent with any other provisions hereof. The Trustee shall be under no liability for any construction of any such provisions hereof, which construction shall be binding upon the parties hereto;

(c) the Trustee shall not be responsible for or in respect of the recitals herein, the validity or sufficiency of this Indenture or for the due execution hereof by the Depositor or the Evaluator, or for the form, character, genuineness, sufficiency, value or validity of any Securities or for or in respect of the validity or sufficiency of the Certificates or of the due execution thereof by the Depositor and the Trustee shall in no event assume or incur any liability, duty or obligation to any Unit Holder or the Depositor other than as expressly provided for herein. The Trustee shall not be responsible for or in respect of the validity of any signatures by or on behalf of the Depositor or the Evaluator;

(d) the Trustee shall not be under any obligation to appear in, prosecute or defend any action, which in its opinion may involve it in expense or liability, unless as often as required by the Trustee, it shall be furnished with reasonable security and indemnity against such expense or liability, and any pecuniary cost of the Trustee from such actions shall be deductible from and a charge against the Interest and Principal Accounts of the Trust. The Trustee

shall in its discretion undertake such action as it may deem necessary at any and all times to protect the Trust and the rights and interests of

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the Unit Holders pursuant to the terms of this Indenture; provided, however, that the expenses and costs of such actions, undertakings or proceedings shall be reimbursable to the Trustee from the Interest and Principal Accounts, and the payment of such costs and expenses shall be secured by a lien on the Trust prior to the interests of the Unit Holders;

(e) the Trustee may employ agents, attorneys, accountants and auditors and shall not be answerable for the default or misconduct of any such agents, attorneys, accountants or auditors if such agents, attorneys, accountants or auditors shall have been selected with reasonable care; provided, however, that if the Trustee chooses to employ the Depository Trust Company in connection with the storage and handling of, and the furnishing of administrative services in connection with the Securities, the Trustee will be answerable for any default or misconduct of the Depository Trust Company and its employees and agents as fully and to the same extent as if such default or misconduct had been committed or occasioned by the Trustee. The Trustee shall be fully protected in respect of any action under this Agreement taken, or suffered, in good faith by the Trustee, in accordance with the opinion of its counsel. The accounts of the Trusts shall be audited not less frequently than annually by independent certified public accountants designated from time to time by the Depositor, and the reports of such accountants shall be furnished by the Trustee to Unit Holders upon request. The fees and expenses charged by such agents, attorneys, accountants or auditors shall constitute an expense of the Trustee reimbursable from the Interest and Principal Accounts of the Trust as set forth in Section 6.04 hereof;

(f) if the Depositor should fail to undertake or perform any of the duties which by the terms of this Indenture are required by it to be undertaken or performed or should the Depositor resign as Depositor or the Depositor should become incapable of acting or should an order of

relief have been entered with respect to the Depositor,

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or a receiver of the Depositor or of its property should be appointed, or any public officer shall take charge or control of the Depositor or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then in any such case, the Trustee may: (1) appoint a successor depositor (which may be the Trustee) who shall act hereunder in all respects in place of the Depositor which successor shall be satisfactory to the Trustee, and which may be compensated at the times specified in Section 3.05, at rates deemed by the Trustee to be reasonable under the circumstances, by deduction from the Interest Account of the Trust or, to the extent funds are not available in such Account, from the Principal Account of the Trust but no such deduction shall be made exceeding such reasonable amount as the Securities and Exchange Commission may prescribe in accordance with Section 26(a)(2)(C) of the Investment Company Act of 1940, or (2) terminate this Agreement and the trust created hereby and liquidate the Trust in the manner provided in Section 9.02;

(g) if at any time the value of Securities held in the Trust including supplemental deposits, if any, of Securities theretofore in the Trust as shown by any evaluation by the Trustee pursuant to Section 5.01 hereof shall be less than 40% of the value of Securities theretofore deposited in the Trust, the Trustee shall, when so directed by the Depositor, terminate this Indenture and the trust created hereby and liquidate the Trust, all in the manner provided in Section 9.02;

(h) the Trustee is authorized and empowered at the request and direction of the Depositor to execute and file on behalf of the Trust any and all documents, in connection with consents to service of process, required to be filed under the securities laws of the various States in order to permit the sale of Units of the Trust in such States by the Depositor;

(i) in no event shall the Trustee be liable for any taxes or other governmental charges imposed upon or in respect of the Securities or

upon the interest thereon or upon it as Trustee hereunder or upon or in respect of the Trust which it may be required to pay under any present or future law of the United States of America or of any other taxing authority having jurisdiction in the premises. For all such taxes and charges and for any expenses, including counsel fees, which the Trustee may sustain or incur with respect to such taxes or charges, the Trustee shall be reimbursed and indemnified out of the Reserve Account and/or the Interest and Principal Accounts of the Trust, and the payment of such amounts so paid by the Trustee shall be secured by a lien on the Trust prior to the interests of the Unit Holders; and

(j) the Trustee except by reason of its own gross negligence, bad faith or willful misconduct shall not be liable for any action taken, omitted or suffered to be taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture.

Section 6.02 Books, Records and Reports: The Trustee shall keep proper books of record and account of all the transactions under this Indenture at its unit investment trust office including a record of the name and address of, the Units held by, and the Certificates issued by the Trust and held by, every Unit Holder, and the books and records shall be open to inspection by any Unit Holder of the Trust at all reasonable times during the usual business hours of the Trustee.

The Trustee shall make such annual or other reports as may from time to time be required under any applicable state or federal statute or rule or regulation thereunder.

Section 6.03 Indenture and List of Securities on File: The Trustee shall keep a certified copy in duplicate original of this Indenture (including the Reference Trust Agreement) on file at its unit investment trust office available for inspection at all reasonable times during the usual business hours by any Unit Holder, together with a current list of the Securities in the Trust.

Section 6.04 Compensation: For services performed under this Indenture the Trustee shall be paid an amount set forth in Part II of the Reference Trust Agreement per \$1,000 principal amount of Securities in the Trust. Such compensation shall be computed on the basis of the greatest amount of such principal amount of Bonds in the Trust at any time during the period with respect to which such compensation is made. The Trustee may from time to time adjust its computation set forth above; provided, however, that the total adjustment upward does not, at the effective time of such adjustment, exceed the percentage of the total increase, after the date hereof, in consumer prices for services as measured by the United States Department of Labor Consumer Price Index entitled "All Services Less Rent" or, if such Index is no longer published, in a similar index to be determined by the Trustee and the Depositor. Further provided, however, that the right of the Trustee to increase its fees shall not be cumulative and, if not exercised by the Trustee for any calendar year, shall be deemed waived for such calendar year. No exercise of its right to such increase shall be effective unless made by the Trustee by means of notification to the Depositor within 60 days following the publication of the annual consumer price information referred to above. After the effective time of any such adjustment or increase, the Trustee shall also be entitled to charge an additional reasonable fee at a rate or amount to be determined by the Trustee and the Depositor based upon the face amount of Deposited Units in the Trust for the Trustee's services in such Deposited Units. The consent or concurrence of any Unit Holder hereunder shall not be required for any such adjustment or increase. Such compensation shall be deemed to provide only for the usual normal and proper functions undertaken as Trustee pursuant to this Indenture. The Trustee may charge the Interest and Principal Accounts of the Trust the fees of counsel which may be retained by the Trustee in connection with its activities hereunder, and disbursements incurred hereunder and additional compensation for any extraordinary services performed by the Trustee hereunder. In addition, the Trustee may charge the Interest and Principal Accounts of the Trust for any and all expenses (including, but not limited to, legal, auditing and printing expenses) of maintaining registration or qualification of the Units and/or the Trust under Federal or state securities laws subsequent to initial registration so long as the Depositor is maintaining a market for the Units, provided, however, that no portion of such amount shall be deducted or paid unless payment thereof from the Trust is at that time lawful. The Trustee shall be indemnified by the Trust and held harmless against any loss or

liability accruing to it without gross negligence, bad faith or willful misconduct on its part, arising out of or in connection with the acceptance or administration of the Trust, including the costs and expenses (including counsel fees) of defending itself against any claim of liability in the premises. If the cash balances in the Interest and Principal Accounts of the Trust shall be insufficient to provide for amounts payable pursuant to this Section 6.04, the Trustee shall have the power to sell (i) Securities of the Trust from the current list of Securities designated to be sold pursuant to Section 5.02 hereof, or (ii) if no such Securities have been so designated such Securities of the Trust as the Trustee may see fit to sell in its own discretion, and to apply the proceeds of any such sale in payment of the amounts payable pursuant to this Section 6.04. The Trustee shall not be liable or responsible in any way for depreciation or loss incurred by reason of any sale of Securities made pursuant to this Section 6.04. Any moneys payable to the Trustee pursuant to this Section shall be secured by a lien on the Trust prior to the interests of the Unit Holders.

In the event that settlement or delivery of Contract Securities does not occur prior to the First Settlement Date, the Trustee shall reduce the level of its compensation specified in Section 6.04(a) by an amount equal to the amount of interest which would have accrued on such Securities from the First Settlement Date of the Units to the respective delivery dates of such Securities.

In the event that Securities (1) are issued later than their expected date(s) of issue (but no more than two months after such expected date in the case of Securities originally designated for deposit in the Trust) and (2) are deemed not to be failed Contract Securities, the Trustee shall also reduce its fee by an amount equal to the amount of interest which would have accrued on such Securities from the expected date of issue to the actual date of issue. If the Trustee's fee is inadequate to cover this additional amount of accrued interest, the Securities shall be deemed and treated as failed Contract Bonds. The Depositor shall reimburse the Trustee for any reduction in its fee at the times such fee would be payable pursuant to Section 3.05.

Section 6.05 Removal and Resignation of Trustee; Successor:
The following provisions shall govern the removal and resignation of the Trustee and the appointment of any successor trustee:

(a) the Trustee or any trustee or trustees hereafter appointed may resign and be discharged of the trusts created by this Indenture, by executing an instrument in writing resigning as Trustee of the Trust and filing the same with the Depositor and mailing a copy of a notice of resignation to all Unit Holders then of record, not less than sixty days before the date specified in such instrument when, subject to Section 6.05(e), such resignation is to take effect. Upon receiving such notice of resignation, the Depositor shall promptly appoint a successor trustee as hereinafter provided, by written instrument, in duplicate, one copy of which shall be delivered to the resigning Trustee and one copy to the successor trustee. If at any time the Trustee shall become incapable of acting, or shall have an order of relief entered with respect to it, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purposes of rehabilitation, conservation or liquidation, or upon the determination of the Depositor to remove the Trustee for any reason, either with or without cause, including but not limited to a determination by the Depositor that the Trustee has materially failed to perform its duties under this Indenture and the interest of Unit Holders has been substantially impaired as a result, and such failure has continued for a period of sixty days following the Trustee's receipt of notice of such determination by the Depositor, then in any such case the Depositor may remove the Trustee and appoint a successor trustee by written instrument, in duplicate, one copy of which shall be delivered to the Trustee so removed and one copy to the successor trustee; provided that a notice of such removal and appointment of a successor trustee shall be mailed by the Depositor to each Unit Holder then of record;

(b) any successor trustee appointed hereunder shall execute, acknowledge and deliver to the Depositor and to the retiring Trustee an instrument accepting such appointment hereunder, and such successor trustee without any further

act, deed or conveyance shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder with like effect as if originally named Trustee herein and shall be bound by all the terms and conditions of this Indenture. Upon the request of such successor trustee, the Depositor and the retiring Trustee shall, upon payment of any amounts due the retiring Trustee, or provision therefor to the satisfaction of such retiring Trustee, execute and deliver an instrument acknowledged by them transferring to such successor trustee all the rights and powers of the retiring Trustee; and the retiring Trustee shall transfer, deliver and pay over to the successor trustee all Securities and moneys at the time held by it hereunder, together with all necessary instruments of transfer and assignment or other documents properly executed necessary to effect such transfer and such of the records or copies thereof maintained by the retiring Trustee in the administration hereof as may be requested by the successor trustee, and shall thereupon be discharged from all duties and responsibilities under this Indenture. The retiring Trustee shall, nevertheless, retain a lien upon all Securities and moneys at the time held by it hereunder to secure any amounts then due the retiring Trustee;

(c) in case at any time the Trustee shall resign and no successor trustee shall have been appointed and have accepted appointment within thirty days after notice of resignation has been received by the Depositors, the retiring Trustee may forthwith apply to a court of competent jurisdiction for the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor trustee;

(d) any corporation into which any trustee hereunder may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any trustee hereunder shall be a party, or any corporation succeeding to all or substantially all of the business of the Trustee shall be the successor trustee under this Indenture without the execution

or filing of any paper, instrument or further act to be done on the part of the parties hereto, anything herein, or in any agreement relating to such merger or consolidation, by which any such trustee may seek to retain certain powers, rights and privileges theretofore obtaining for any period of time following such merger or consolidation, to the contrary notwithstanding; and

(e) any resignation or removal of the Trustee and appointment of a successor trustee pursuant to this Section shall become effective upon acceptance of appointment by the successor trustee as provided in subsection (b) hereof.

Section 6.06 Qualifications of Trustee: The Trustee shall be a corporation organized and doing business under the laws of the United States or any state thereof, which is authorized under such laws to exercise corporate trust powers and having at all times an aggregate capital, surplus, and undivided profits of not less than \$5,000,000.

ARTICLE VII

Rights of Unit Holders

Section 7.01 Beneficiaries of Trust: By the purchase and acceptance or other lawful delivery and acceptance of a Unit of the Trust the Unit Holder shall be deemed to be a beneficiary of such Trust and vested with all right, title and interest in the Trust attributable to such Unit, subject to the terms and conditions of this Indenture and of the Certificate evidencing such Unit.

Section 7.02 Rights, Terms and Conditions: In addition to the other rights and powers set forth in the other provisions and conditions of this Indenture, the Unit Holders shall have the following rights and powers and shall be subject to the following terms and conditions:

(a) a Unit Holder may at any time prior to the Trustee's close of business as of the date on which the Trust is terminated tender his Units to the Trustee for redemption in accordance with Section 5.02;

(b) the death or incapacity of any Unit Holder shall

not operate to terminate this Indenture or the Trust, nor entitle his legal representatives or heirs to claim an accounting or to take any action or proceeding in any court of competent jurisdiction for a partition or winding up of the Trust, nor otherwise affect the rights, obligations and liabilities of the parties hereto or any of them. Each Unit Holder expressly waives any right he may have under any rule of law, or the provisions of any statute, or otherwise, to require the Trustee at any time to account, in any manner other than as expressly provided in this Indenture, in respect of the Securities or moneys from time to time received, held and applied by the Trustee hereunder; and

(c) no Unit Holder shall have any right to vote or in any manner otherwise control the operation and management of the Trust or the obligations of the parties hereto, nor shall anything herein set forth, or contained in the terms of the Certificates, be construed so as to constitute the Unit Holders from time to time as partners or members of any association; nor shall any Unit Holder ever be under any liability to any third persons by reason of any action taken by the parties to this Indenture, or any other cause whatsoever.

ARTICLE VIII

Depositor

Section 8.01 Liabilities; Power of Attorney: The Depositor, or the Depositors if there be more than one, shall be severally liable in accordance herewith for the obligations imposed upon and undertaken by the Depositor hereunder, provided, however, that, without in any way affecting or diminishing such several liability, each Depositor of the Trust shall indemnify the other Depositors thereof and hold such other Depositors harmless from and against any and all costs, expenses and liabilities (including attorneys' fees) which such other Depositors may suffer or incur as a result of or by reason of any act or failure to act hereunder on the part of the indemnifying Depositor. At all times prior to the termination of the Trust and while the Depositors thereof shall

continue to act jointly hereunder, there shall be maintained on file with the Trustee a power of attorney executed in favor of one Depositor by the other Depositors constituting and appointing the nonexecuting Depositor the

true and lawful agent and attorney-in-fact of the executing Depositors to execute and deliver for and on behalf of the executing Depositors any and all notices, opinions, certificates, lists, demands, directions, instruments, or other documents provided or permitted to be executed or delivered by the Depositors hereunder in connection with the Trust or to take any other action in respect hereof. Such power of attorney shall continue in effect as to the executing Depositors until written notice of revocation thereof has been given by such executing Depositors to the Trustee. Prior to receipt of such notice of revocation the Trustee shall be entitled to rely conclusively upon such power of attorney as authorizing the non-executing Depositor to give any notice, opinion, certificate, list, demand, direction, instrument or other document provided for or permitted hereunder or to take any other action in respect hereof on behalf of the executing Depositors as to which such power of attorney is in effect.

Section 8.02 Discharge: (i) If there be more than one Depositor, the following provisions shall provide for the discharge of a Depositor and the liability of the Depositors in the event of the discharge of a Depositor:

(a) in the event that any Depositor shall fail to undertake or perform any of the duties which by the terms of this Agreement are required by it to be undertaken or performed and such failure shall continue for 30 days after notice to the Depositors from the Trustee or if any Depositor shall become incapable of acting or shall have an order of relief entered with respect to it, or a receiver of the property of any Depositor shall be appointed or any public officer shall take charge or control of any Depositor or its property or affairs for the purpose of rehabilitation, conservation or liquidation, then such Depositor shall forthwith be and shall be deemed to be discharged forever as a Depositor hereunder and thereupon the remaining Depositors shall act hereunder without the necessity of any other or further action on its part or on the part of the Trustee;

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(b) in the event that the power of attorney referred to in Section 8.01 shall be revoked by written notice given by an executing Depositor and it shall not be replaced within one business day by another power of attorney conforming with the requirements of said Section 8.01, the

Depositors of the Trust shall be deemed to have been unable to reach agreement with respect to action to be taken jointly by them hereunder in connection with the Trust and thereupon the Depositor which has revoked the power of attorney executed by it shall be discharged hereunder upon the expiration of such one-day period and thereupon the other Depositors shall act hereunder without the necessity of any other or further action on their part or on the part of the Trustee;

(c) notwithstanding the discharge of a Depositor of the Trust in accordance with this Section 8.02, such Depositor shall continue to be fully liable in accordance with the provisions hereof in respect of action taken or refrained from under this Agreement by the Depositors before the date of such discharge or by the undischarged Depositors before or after the date of such discharge, as fully and to the same extent as if no discharge has occurred.

(ii) If there is only one Depositor the following provisions shall provide for the discharge of the Depositor and the liability of the Depositor in the event of the discharge of the Depositor:

(a) in the event that the Depositor shall fail to undertake or perform any of the duties which by the terms of this Agreement are required by it to be undertaken or performed and such failure shall continue for thirty days after notice to the Depositor from the Trustee or if the Depositor shall become incapable of acting or shall be adjudged a bankrupt or insolvent, or a receiver of the property of the Depositor shall be appointed or any public officer shall take charge or control of the Depositor or its property or affairs for the purpose of rehabilitation, conservation or liquidation, then such Depositor

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shall forthwith be and shall be deemed to be discharged forever as a Depositor hereunder;

(b) notwithstanding the discharge of a Depositor in accordance with this Section 8.02(ii), such Depositor shall continue to be

fully liable in accordance with the provisions hereof in respect of action taken or refrained from under this Agreement by the Depositor before the date of such discharge as fully and to the same extent as if no discharge had occurred.

Section 8.03 Successors: The covenants, provisions and agreements herein contained shall in every case be binding upon any successor or successors to any Depositor and shall be binding upon the General Partners of any Depositor which may be a partnership and upon the capital interest of the limited partners of any Depositor which may be a partnership. In the event of the death, resignation or withdrawal of any partner of any Depositor which may be a partnership, the partner so dying, resigning or withdrawing shall be relieved of all further liability hereunder if at the time of such death, resignation or withdrawal such Depositor maintains a net worth (determined in accordance with generally accepted accounting principles) of at least \$1,000,000. In the event of an assignment by any Depositor to a successor corporation or partnership as permitted by the next following sentence, such Depositor and, if such Depositor is a partnership, its partners shall be relieved of all further liability under this Agreement. Any Depositor may transfer all or substantially all of its assets to a corporation or partnership which carries on the business of such Depositor, if at the time of such transfer such successor duly assumes all the obligations of such Depositor under this Agreement.

Section 8.04 Resignation: If at any time the Depositor of the Trust shall desire to resign its position as such a Depositor hereunder, the Depositor desiring to resign may resign by delivering to the Trustee an instrument executed by such resigning Depositor and, upon such delivery, the resigning Depositor shall be discharged and shall no longer be liable in any manner hereunder except as to acts or omissions occurring prior to such delivery; provided, however, that if upon such resignation there would be no Depositor then acting, concurrently with or subsequent to such resignation the Trustee shall proceed as provided in Section 6.01(f). Such new Depositor shall not be under any liability hereunder for

occurrences or omissions prior to the effective time of execution of such instrument.

Section 8.05 Additional Depositors: The Depositor of the Trust and the Trustee may at any time appoint one or more corporations or partnerships to act as new Depositor of such Trust, in addition to those currently serving, by an instrument executed by such Depositor, the Trustee, and such corporations or partnerships; provided, however, that at the time of such execution each new Depositor maintains a net worth (determined in accordance with generally accepted accounting principles) of at least \$1,000,000. Upon such execution, a new Depositor shall be deemed to be a depositor for all purposes under this Indenture, and the covenants, provisions and agreements herein contained shall in every case be binding upon such new Depositor and shall be binding upon the General Partner of any such new Depositor which may be a partnership and upon the capital interest of the limited partners of any such new Depositor which may be a partnership, but such new Depositor shall not be liable hereunder for occurrences or omissions prior to the effective time of execution of such instrument.

Section 8.06 Exclusions from Liability: The following provisions shall provide for certain exclusions from the liability of the Depositor:

(a) no Depositor of the Trust shall be under any liability to any other Depositor of the Trust, such Trust or the Unit Holders thereof, for any action taken or for refraining from the taking of any action in good faith pursuant to this Agreement, or for errors in judgment or liable or responsible in any way for depreciation or loss incurred by reason of the acquisition or sale of any Securities; provided, however, that this provision shall not protect the Depositor against any liability to which it would otherwise be subject by reason of willful misfeasance, bad faith or gross negligence in the performance of its duties or by reason of its reckless disregard of its obligations and duties hereunder. The Depositor of the Trust may rely in good faith on any paper, order, notice, list, affidavit, receipt, evaluation, opinion, endorsement, assignment, draft or any other document of any kind prima facie properly executed and submitted

to them, or any of them, by any other Depositor of the Trust, the Trustee, bond counsel, the Evaluator or any other person. The Depositor shall in no event be deemed to have assumed or incurred any liability, duty, or obligation to any Unit Holder, the Evaluator or the Trustee other than as expressly provided for herein;

(b) the Depositor shall not be under any obligation to appear in, prosecute or defend any legal action which in its opinion may involve it in any expense or liability; provided, however, that the Depositor may in its discretion undertake any such action which it may deem necessary or desirable in respect of this Agreement and the rights and duties of the parties hereto and the interests of the Unit Holders hereunder;

(c) none of the provisions of this Agreement shall be deemed to protect or purport to protect the Depositor of the Trust against any liability to the Trust or to the Unit Holders thereof or to each other (if there is more than one Depositor) to which the Depositor would otherwise be subject by reason of willful misfeasance, bad faith or gross negligence in the performance of the duties of the Depositor, or by reason of the Depositor's reckless disregard of the obligations and duties of the Depositor under this Agreement.

Section 8.07 Compensation: The Depositor shall receive at the times set forth in Section 3.05 as compensation for performing portfolio supervisory services, such amount and for such periods as are specified in the Reference Trust Agreement. The computation of such compensation shall be made on the basis of the aggregate face amount of Bonds in the Trust at any time during the period for which such compensation is being computed. At no time, however, will the total amount received by the Depositor for services rendered to all series of the Dean Witter Select Government Trust in any calendar year exceed the aggregate cost to it of supplying such services in such calendar year except to the extent permitted by law. Such rate may be increased from time to time, without the consent or approval of any Certificateholder or the Trustee, by amounts not exceeding the percentage of the total increase during the period from the date of such Reference Trust Agreement to the

date of such increase, in consumer prices for services as

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measured by the United States Department of Labor Consumer Price Index "All Services Less Rent" or, if such Index is no longer published, a similar index.

The Depositor shall receive, as reimbursement for any bookkeeping and related administrative services performed by the Depositor on behalf of the Trust of a character normally performed by the Trustee, such amounts as the Depositor, in writing, shall direct the Trustee to pay, provided that the total amount paid to the Depositor for such services in any calendar year shall not exceed the aggregate cost to the Depositor of supplying such services in such calendar year, except to the extent permitted by law and provided further that the Trustee shall not reimburse the Depositor for services currently performed for the Trust by the Trustee.

ARTICLE IX

Additional Covenants; Miscellaneous Provisions

Section 9.01 Amendments: This Indenture may be amended from time to time by the parties hereto or their respective successors, without the consent of any of the Unit Holders, (a) to cure any ambiguity or to correct or supplement any provision contained herein which may be defective or inconsistent with any other provision contained herein; or (b) to make such other provision in regard to matters or questions arising hereunder as shall not adversely affect the interests of the Unit Holders; provided, that the Indenture may also be amended by the Depositor and the Trustee (or the performance of any of the provisions of the Indenture may be waived) with the consent of Unit Holders evidencing 51% of the Units at the time outstanding for the purposes of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of modifying in any manner the rights of Unit Holders; provided, further, that this Indenture (including any Reference Trust Agreement) may not be amended (nor may any provision thereof be waived) so as to (1) increase the number of Units issuable in respect of the Trust above the aggregate number specified in Part II of the

Reference Trust Agreement or such lesser amount as may be outstanding at any time during the term of this Indenture except as the result of the deposit of Additional Securities, as herein provided, or reduce the relative interest in the Trust of any Unit Holder without his consent, (2) permit the deposit or acquisition hereunder of interest-bearing obligations or other securities or other property either in

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addition to or in substitution for any of the Bonds except in the manner permitted by the Trust Indenture as in effect on the date of the first deposit of Securities under a particular Indenture or permit the Trustee to engage in business or investment activities not specifically authorized in this Indenture as originally adopted or (3) adversely affect the characterization of the Trust as a grantor trust for federal income tax purposes.

Promptly after the execution of any such amendment the Trustee shall furnish written notification to all holders of then outstanding Units of the substance of such amendment.

Section 9.02 Termination: The Trust shall terminate upon the maturity, redemption, sale or other disposition as the case may be of the last Security held in the Trust unless sooner terminated as hereinbefore specified and may be terminated at any time by the written consent of the Holders of Fifty One per cent of the Units of the Trust; provided, that in no event shall the Trust continue beyond the Termination Date. Written notice of any termination, specifying the time or times at which the Unit Holders of such Trust may surrender any Certificates they hold for cancellation shall be given by the Trustee to each Unit Holder at his address appearing on the registration books of the Trustee. Within a reasonable period of time after termination of the Trust the Trustee shall fully liquidate the Securities of the Trust then held, if any, and shall:

(a) deduct from the Interest Account of the Trust or, to the extent that funds are not available in such Account, from the Principal Account of the Trust and pay to itself individually an amount equal to the sum of (1) its

accrued compensation for its ordinary recurring services in connection with the Trust, (2) any compensation due it for its extraordinary services and (3) any costs, expenses or indemnities in connection with the Trust as provided herein;

(b) deduct from the Interest Account of the Trust or, to the extent that funds are not available in such Account, from the Principal Account of the Trust and pay any unpaid fees and expenses of bond counsel in connection with the Trust, of the Depositor and of the Evaluator, if

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any, as directed and certified to by the Depositor;

(c) deduct from the Interest Account of the Trust or the Principal Account of the Trust any amounts which may be required to be deposited in the Reserve Account of the Trust to provide for payment of any applicable taxes or other governmental charges and any other amounts which may be required to meet expenses incurred under this Indenture in connection with the Trust;

(d) distribute to each Unit Holder of the Trust, upon surrender for cancellation of his Certificate or Certificates, such Holder's pro rata share of the balance of the Interest Account of the Trust;

(e) together with such distribution to each Unit Holder as provided for in (d) and (e), furnish to each such Unit Holder a final distribution statement as of the date of the computation of the amount distributable to Unit Holders, setting forth the data and information in substantially the form and manner provided for in Section 3.06 hereof.

The amounts to be so distributed to each Unit Holder

shall be that pro rata share of the balance of the total Interest and Principal Accounts of the Trust as shall be represented by the Units therein held of record by such Unit Holder.

The Trustee shall be under no liability with respect to moneys held by it in the Interest and Principal Accounts of the Trust or the Reserve Account with respect to the Trust upon termination except to hold the same in trust without interest until disposed of in accordance with the terms of this Indenture.

In the event that all of the Unit Holders who hold Certificates of the Trust shall not surrender their Certificates for cancellation within six months after the time specified in the above-mentioned written notice, the Trustee shall give a second written notice to the remaining holders of Certificates to surrender their Certificates for cancellation and receive the liquidation distribution with respect thereto.

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If within one year after the second notice all the Certificates shall not have been surrendered for cancellation, the Trustee may take steps, or may appoint an agent to take appropriate steps, to contact the remaining holders of Certificates concerning surrender of their Certificates and the cost thereof shall be paid out of the moneys and other assets which remain in trust hereunder.

Section 9.03 Construction: This Indenture is delivered in the State of New York, and all laws or rules of construction of such State shall govern the rights of the parties hereto and the Unit Holders and the interpretation of the provisions hereof.

Section 9.04 Written Notice: Any notice, demand, direction or instruction to be given to the Depositor hereunder shall be in writing and shall be duly given if mailed or delivered to the Depositor, c/o Dean Witter Reynolds Inc., Two World Trade Center, New York, New York 10048, Attention: Unit Investment Trust Division, or at such other address as shall be specified by the Depositor to the other parties hereto in writing. Any notice, demand, direction or instruction to be

given to the Trustee shall be in writing and shall be duly given if mailed or delivered to the unit investment trust office of the Trustee, 101 Barclay Street, New York, New York 10286, or such other address as shall be specified to the other parties by the Trustee in writing. Any notice, demand, direction or instruction to be given to the Evaluator shall be in writing and shall be duly given if mailed or delivered to the Evaluator, Attention: F.A. Shinal, Senior Vice President, 65 Broadway, New York, New York 10006, or such other address as shall be specified to the other parties hereto by the Evaluator in writing. Any notice to be given to the Unit Holders shall be duly given if mailed or delivered to each Unit Holder at the address of such holder appearing on the registration books of the Trustee.

Section 9.05 Severability: If any one or more of the covenants, agreements, provisions or terms of this Indenture shall be held contrary to any express provision of law or contrary to policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Indenture and shall in no way affect the validity or

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enforceability of the other provisions of this Indenture or of the Certificates, or the rights of the Unit Holders.

Section 9.06 Dissolution of Depositors Not To Terminate: The dissolution of one or all of the Depositors (if more than one) from or for any cause whatsoever shall not operate to terminate this Indenture insofar as the duties and obligations of the Trustee and Evaluator are concerned.

IN WITNESS WHEREOF, Dean Witter Reynolds Inc. has caused this Trust Indenture and Agreement to be executed by one of its authorized officers and its corporate seal to be hereto affixed and attested by its Secretary or Assistant Secretary; The Bank of New York has caused this Trust Indenture and Agreement to be executed by one of its authorized officers and its corporate seal to be hereto affixed and attested by one of its Assistant Secretaries and Kenny S & P Evaluation Services, a division of Kenny Information Systems, Inc., has caused this Trust Indenture and Agreement to be executed by facsimile signature of one of its Vice Presidents or Assistant Vice Presidents and its corporate seal to be hereto affixed and attested by facsimile signature by one of its Vice Presidents or Secretaries; all as of the day, month and year first above written.

DEAN WITTER REYNOLDS INC.,
Depositor

By: John T. Pavick
John T. Pavick
Title: Vice President

(SEAL)

ATTEST:

Ludim Sanabria
Notary Public

(SEAL)

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KENNY INFORMATION SYSTEMS, INC.
Evaluator

By: James R. Quandt
James R. Quandt
President

(SEAL)

ATTEST:

F. A. Shinal
F. A. Shinal
Senior Vice President/
Chief Financial Officer

DEAN WITTER SELECT GOVERNMENT TRUST
U.S. Treasury Series 7
REFERENCE TRUST AGREEMENT

This Reference Trust Agreement dated March 16, 1994 among DEAN WITTER REYNOLDS INC., as Depositor, THE BANK OF NEW YORK, as Trustee and KENNY S&P EVALUATION SERVICES, as Evaluator, sets forth certain provisions in full and incorporates other provisions by reference to the document entitled "Dean Witter Select Government Trust, Trust Indenture and Agreement" (the "Basic Agreement") dated March 16, 1994. 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:

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.

II

SPECIAL TERMS AND CONDITIONS OF TRUST

The following special terms and conditions are hereby agreed to:

- A. The Trust is denominated Dean Witter Select Government Trust, U.S. Treasury Series 7 (the "Treasury Trust").
- B. The securities listed in Schedule A hereto 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 Dean Witter Reynolds Inc.
- D. The aggregate number of Units referred to in Sections 2.03 and 9.01 of the Basic Agreement is 500,000 for the Treasury Trust.
- E. A Unit is hereby declared initially equal to 1/500,000th for the Treasury Trust.
- F. The distribution on the First Distribution Date, April 15, 1994, to Unit Holders of record on the first Record Date, April 9, 1994, shall be a partial distribution in

the amount of \$2.35 per 1000 Units.

G. The term "First Settlement Date" shall mean March 24, 1994.

H. For the Treasury Trust, the term "Record Date" shall mean the 9th day of each month commencing April 9, 1994.

I. For the Treasury Trust, the term "Distribution Date" shall mean the 15th day of each month following the Record Date commencing April 15, 1994.

J. The term "Termination Date" shall mean May 1, 2000.

K. For purposes of this Series -- Dean Witter Select Government Trust, U.S. Treasury Series 7 -- 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.

L. For the Treasury Trust, the Evaluators Fee shall be a minimum of \$10.00 per evaluation plus \$0.40 for each issue of underlying Securities.

M. For the Treasury Trust, the Depositor's Annual Supervision Fee shall be a maximum of \$0.25 per \$1,000 principal amount of underlying Securities.

N. For the Treasury Trust, the Trustee's Annual Fee as defined in the Indenture shall be \$1.32 per \$1,000 principal amount of underlying Securities.

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O. With respect to distributions from the Principal Account only, Record Date shall also mean the first Business Day following the date of maturity of any Bond prior to the Termination of the Trust. The Trustee shall distribute by mail to each Unit Holder of record at the close of business on such Record Date such Unit Holder's pro rata share of the cash balance of the Principal Account as of such Record Date on the Second Business Day following such Record Date.

SCHEDULE OF PORTFOLIO SECURITIES
DEAN WITTER SELECT GOVERNMENT TRUST
U.S. TREASURY SERIES 7
AS OF MARCH 16, 1994

<TABLE>
<CAPTION>

PORTFOLIO NO.	TITLE OF SECURITIES CONTRACTED FOR (1)	FACE AMOUNT	COUPON RATE	MATURITY DATE	COST OF SECURITIES TO TRUST (2) (3)
<C>	<S>	<C>	<C>	<C>	<C>
1.	U.S. Treasury Note	\$ 100,000	4.625%	02/15/96	\$ 99,406

2.	U.S. Treasury Note	100,000	6.250%	01/31/97	102,406
3.	U.S. Treasury Note	100,000	5.625%	01/31/98	99,875
4.	U.S. Treasury Note	100,000	5.500%	02/28/99	98,375
5.	U.S. Treasury Note	100,000	5.500%	04/15/00	97,344

\$ 497,406

<FN>

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- (1) The contracts to purchase Securities were entered into on March 16, 1994 with the final settlement date expected to be March 23, 1994.
- (2) Offering prices of Securities are determined by the Evaluator on the basis stated under "Public Offering of Units -- Public Offering Price". The aggregate value based on the bid side evaluation at the Evaluation Time on the Date of Deposit was \$497,091, which is \$315 lower than the aggregate Cost of Securities to Trust based on the offering side evaluation.
- (3) Other information regarding Securities in the Trust:
 - (a) Purchase Price of Securities to Sponsor was \$497,406.
 - (b) Estimated Annual Interest Income to the Trust is \$27,500.

</TABLE>

[Letterhead of Cahill Gordon & Reindel]

March 16, 1994

Dean Witter Reynolds Inc.
Two World Trade Center
New York, New York 10048

Re: Dean Witter Select Government Trust,
U.S. Treasury Series 7

Gentlemen:

We have acted as special counsel for you as Depositor of the Dean Witter Select Government Trust, U.S. Treasury Series 7 (the "Trust"), in connection with the issuance under the Trust Indenture and Agreement, dated March 16, 1994 and a related Reference Trust Agreement, dated March 16, 1994 (such Trust Indenture and Agreement and Reference Trust Agreement collectively referred to as the "Indenture"), among you, as Depositor, The Bank of New York, as Trustee and Kenny Information Systems, Inc., as Evaluator, of units of fractional undivided interest in said Trust (the "Units") comprising the Units of Dean Witter Select Government Trust, U.S. Treasury Series 7. In rendering our opinion expressed below, we have relied in part upon the opinions and representations of your officers and upon opinions of counsel to Dean Witter Reynolds Inc.

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Based upon the foregoing, we advise you that, in our opinion, when the Indenture has been duly executed and delivered on behalf of the Depositor and the Trustee and when the certificate evidencing the Units has been duly executed and delivered by the Depositor and the Trustee in accordance with the Indenture, the Units will be legally issued, fully

paid and nonassessable by the Trust, and will constitute valid and binding obligations of the Trust and the Depositor in accordance with their terms, except that enforceability of certain provisions thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors generally and by general equitable principles.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement (File No. 33-49975) relating to the Units referred to above and to the use of our name and to the reference to our firm in said Registration Statement and the related Prospectus.

Very truly yours,

Cahill Gordon & Reindel

CONSENT OF INDEPENDENT AUDITORS

We consent to the use of our report dated March 16, 1994, accompanying the financial statements of the Dean Witter Select Government Trust, U.S. Treasury Series 7 included herein and to the reference to our Firm as experts under the heading "Auditors" in the prospectus which is a part of this registration statement.

Deloitte & Touche

New York, New York
March 16, 1994

(Letterhead of Kenny Information System, Inc.)

Dean Witter Reynolds, Inc.
Two World Trade Center
New York, NY 10048

Re: Dean Witter Select Government Trust,
U.S. Treasury Series 7

Gentlemen:

We have examined Registration Statement File No. 33-49975 for the above-captioned trust. We hereby acknowledge that Kenny S&P Evaluation Services, a division of Kenny Information Systems, Inc. is currently acting as the evaluator for the trust. We hereby consent to the use in the Registration Statement of the reference to Kenny S&P Evaluation Services, a division of Kenny Information Systems, Inc. as evaluator.

You are hereby authorized to file a copy of this letter with the Securities and Exchange Commission.

Sincerely,

F.A. Shinal
Senior Vice President

March 16, 1994

(Letterhead of Standard & Poor's Ratings Group)

Mr. Michael D. Browne
Dean Witter Reynolds, Inc.
2 World Trade Center
New York, NY 10048

Re: Dean Witter Select Government Trust
U.S. Treasury Series 7
(SEC Reg. # 33-49975)

Dear Mr. Browne:

Pursuant to your request for a Standard & Poor's rating on the units of the above captioned trust, we have reviewed the information presented to us and have assigned an "AAA" rating to the units in the trust. The rating is a direct reflection of the portfolio of the trust, which will be composed solely of U.S. Treasury Debt Obligations fully guaranteed as to principal and interest by the full faith and credit of the United States.

You have permission to use the name of Standard & Poor's Ratings Group and the above-assigned rating in connection with your dissemination of information relating to these units, provided that it is understood that the rating is not a "market" rating nor a recommendation to buy, hold, or sell the units of the trust. Further, it should be understood the rating does not take into account the extent to which fund expenses or portfolio asset sales for less than the fund's purchase price will reduce payment to the unit holders of the interest and principal required to be paid on the portfolio assets. S&P reserves the right to advise its own clients, subscribers, and the public of the rating. S&P relies on the sponsor and its counsel, accountants, and other experts for the accuracy and completeness of the information submitted in connection with the rating. S&P does not independently verify the truth or accuracy of any such information.

This letter evidences our consent to the use of the name of Standard & Poor's Ratings Group and the above-assigned

rating in the registration statement or prospectus relating to the units or the trust. However, this letter should not be construed as a consent by us, within the meaning of Section 7 of the Securities Act of 1933, to the use of the name of Standard & Poor's Ratings Group in connection with the ratings assigned to the securities contained in the trust. You are hereby authorized to file a copy of this letter with the Securities and Exchange Commission.

Please be certain to send us three copies of your final prospectus as soon as it becomes available. Should we not receive them within a reasonable time after the closing or should they not conform to the representations made to us, we reserve the right to withdraw the rating.

We are pleased to have had the opportunity to be of service to you. Our bill will be sent to you within one month. If we can be of further help, please do not hesitate to call upon us.

Sincerely,

Hyman C. Grossman

March 16, 1994