

FAX TRANSMISSION

To: Gardner Hendrie

Date: 5/18/00

Company:

From: Wendy-Ann Francis

Fax Number: 508-303-3779

Fax number: 650-604-2579

Phone Number: 508-303-3778

Phone Number: 650-604-2579

Subject: Financial Information

Number of Pages: 56

Urgent For Review Please Comment Please Reply

Notes: The following are the reports that I faxed to Boston this week

Building T-12A
Moffett Field
California
94035
(650) 604-2579
fax (650) 604-2594
www.computerhistory.org

The Computer Museum History Center
Deposit Detail
March 2000

05/15/00

Type	Date	Num	Name	Account	Amount
Payment	3/31/2000		Insight Media	Checking	59.00
TOTAL					0.00
Payment	3/31/2000		Insight Media	Checking	85.00
TOTAL					0.00
Payment	3/31/2000		Gray, Curtis	Checking	68.98
TOTAL					0.00
Payment	3/31/2000		Tom Veichek	Checking	173.95
TOTAL					0.00
Deposit	3/31/2000			Maximizer Money ...	3,119.86
				4900 - Interest inco...	-3,119.86
TOTAL					-3,119.86
Deposit	3/31/2000			Savings	4.49
				4900 - Interest inco...	-4.49
TOTAL					-4.49
Deposit	3/31/2000			Savings (Endowm...	161.06
				4900 - Interest inco...	-161.06
TOTAL					-161.06
Cash Sale	3/31/2000	110	Fish & Richardson	Checking	1,000.00
				4530 - Corp Operati...	-1,000.00
TOTAL					-1,000.00



P.O. Box 3530
Rancho Cordova, CA 95741-3530

1130
E 15-4

THE COMPUTER MUSEUM HISTORY CENTER
PO BOX 367
MOFFETT FIELD CA 94035-0367

Your Bank of America Combined Account Statement

Statement Date: March 31, 2000

Priority Customer Service
Call: 1-800-678-1433, 24 hours,
7 days a week

Written Inquiries
Bank of America
Sharon Heights Branch
PO Box 37176
San Francisco, CA 94137-0001

Customer since 1998
Bank of America appreciates your
business and we enjoy serving you.

Summary of Your Deposit Accounts

Account	Account Number	Your Balance
Business Checking	11305-01900	\$ 14,208.21
Bus. Interest Maximizer	^ 11308-01116	732,451.89
Regular Savings	~ 11303-01418	5,306.06
Business Savings	- 11304-01819	190,243.61
Total Balances		\$ 942,209.77

*Combined balances in these accounts may be used to eliminate monthly checking account service charges.

Bank of America News

We generally make funds available the first business day after we receive a deposit. We may delay availability by placing holds on deposited checks. If a hold is placed on a savings deposit, no funds will be available until the hold expires. We will soon change the timing of holds on non-local California checks making funds available faster.

Your Business Checking Account

Account Number: 11305-01900
Statement Period: March 1 through March 31, 2000

Beginning Balance on 03/01/00	\$11,523.58
Total Deposits and Credits	+ 44,407.48
Total Checks, Withdrawals, Transfers, Account Fees	- 41,722.83
Ending Balance	\$14,208.21

Number of checks paid	15
Number of 24 Hour Customer Service Calls	
Self-Service	0
Assisted	0

Important Information About Your Account

Based on the average balance you've maintained in this account, your monthly service charge has been waived.

Account Activity

Date Posted	Description	Reference #	Debits	Credits	Daily Balance
03/01	Merch Fees BofA Ms 1922 Co ID: 3210001922 The Computer Museum HI ID# 430132213500587 Ref:121108258113770		\$ 35.62		



THE COMPUTER MUSEUM HISTORY CENTER

Statement Date: March 31, 2000

Account Activity Continued

Date Posted	Description	Reference #	Debits	Credits	Daily Balance
03/02	Deposit			✓ \$ 7,500.00	\$11,487.94
03/02	Check # 1189		✓ \$ 342.75		
03/06	Check # 1177		✓ \$ 210.54		\$18,645.19
03/07	Check # 1178		✓ \$ 254.58		\$18,434.65
03/07	Check # 1180		✓ 40.58		
03/08	Deposit			✓ \$ 15,000.00	\$18,139.48
03/08	Payroll Paychex Inc. Co ID: 1161124166 The Computer Museum HI ID# 04372100007014x Ref:043000090701482		✓ \$ 6,278.99		
03/09	Check # 1182		✓ \$ 3,753.83		\$26,862.49
03/09	Taxes Paychex Tps Co ID: 1161124166 The Computer Museum HI ID# 559835 5828 Ref:021000022410581		✓ 4,952.36		
03/10	Invoice Paychex Eib Co ID: 9000000086 The Computer Museum HI ID# X04354800023812 Ref:021000025047485		✓ \$ 60.35		\$18,158.50
03/14	Check # 28		✓ \$ 1,722.46		\$18,096.15
03/14	Check # 1173		✓ 295.00		
03/18	Check # 1179		✓ \$ 7,305.00		\$16,078.69
03/17	Check # 1189		✓ \$ 184.38		\$8,773.69
03/20	Check # 1187		✓ \$ 2,956.50		\$8,809.31
03/20	Check # 1188		✓ 1,437.01		
03/21	Check # 1181		✓ 22.25		\$4,215.80
03/21	Check # 1184		✓ 213.90		
03/21	Check # 1185		✓ 245.00		
03/21	Check # 1186		✓ 178.61		
03/22	Deposit			✓ \$ 20,000.00	\$3,556.04
03/22	ADP - Fees ADP Payroll Fees Co ID: 9859805001 The Computer Museum In ID# 13y4p 8250740 Ref:021000029156618		✓ \$ 66.25		
03/22	Payroll Paychex Inc. Co ID: 1161124166 The Computer Museum HI ID# 04420700021108x Ref:043000091774916		✓ 6,278.99		\$17,212.80
03/23	Taxes Paychex Tps Co ID: 1161124166 The Computer Museum HI ID# 559835 5875 Ref:021000029811346		✓ \$ 4,912.07		
03/31	Retail Payment Services 4301322135005870, 033100			✓ \$ 1,907.48	\$12,300.73
					\$14,208.21

Overdraft Protection Plan

Savings Account 11303-01418

Overdraft coverage available \$5,276.57

THE COMPUTER MUSEUM HISTORY CENTER

Statement Date: March 31, 2000

Your Business Interest Maximizer Account

Account Number: 11308-01116

Statement Period: March 1 through March 31, 2000

Beginning Balance on 03/01/00	\$770,419.03
Total Deposits and Credits	+ 1,413.00
Total Checks, Withdrawals, Transfers, Account Fees	- 42,500.00
Interest Paid	+ 3,119.86
Ending Balance	\$732,451.89

Annual Percentage Yield earned this period	5.05%
Interest paid year-to-date	\$8,840.32
Number of 24 Hour Customer Service Calls	
Self-Service	0
Assisted	0

PAYROLLS BY PAYCHEX

0086-Y017 THE COMPUTER MUSEUM HISTORY CE

HOURS AND EARNINGS SUMMARY

CHECK DATE	REG HRS	REG EARN	OT HRS	OT EARN	VAC HRS	VAC EARN	HOL HRS	HOL EARN	SICK HRS	SICK EARN	MISC HRS	MISC EARN	OTHER EARN1	OTHER EARN2	TOTAL EARN
***** 000100 PAYROLL															
03/09	540.00	12567.32	123.00		20.00										12567.32
MTD	540.00	12567.32	123.00		20.00										12567.32

EMPLOYEE WITHHOLDING TAXES SUMMARY

CHECK DATE	SOC W/H	SEC W/H	MED W/H	FED W/H	STATE NAME	STATE W/H	LOCAL NAME	LOCAL W/H	LOCAL NAME	LOCAL W/H	LOCAL NAME	LOCAL W/H	OTHER NAME	OTHER W/H	OTHER NAME	OTHER W/H	TOTAL W/H TAX
03/09	779.16	182.22	182.22	2116.96	CA	630.51							CADBL	62.84			3771.69
MTD	779.16	182.22	182.22	2116.96	CA	630.51							CADBL	62.84			3771.69
QTD 1	3468.95	811.25	811.25	9185.37	STATE	2741.63							DBL	279.80			16487.00
YTD	3468.95	811.25	811.25	9185.37	STATE	2741.63							DBL	279.80			16487.00

EMPLOYEE VOLUNTARY DEDUCTIONS AND ADJUSTMENTS SUMMARY

CHECK DATE	SICK ACCR	SICK TAKEN	VAC ACCR	VAC TAKEN	PERSO MAL	NET PAY
	1	2	3	4	5	
03/09	18.48			47.75	20.00	8795.63
MTD	18.48			47.75	20.00	8795.63
QTD 1	216.64	48.00		368.75	49.00	39464.78
YTD	216.64	48.00		368.75	49.00	39464.78

EMPLOYER TAX EXPENSES SUMMARY

CHECK DATE	SOC EXP	SEC EXP	NEO EXP	FUTA EXP	STATE NAME	SUI EXP	SUI PERCENT	OTHER NAME	OTHER EXP	OTHER NAME	OTHER EXP	EMPLOYER TAX EXP	CHECK DATE	FED TAX LIABILITY	TOTAL COMPENSATION
03/09	779.16	182.22	182.22	41.77	CASUI	177.52	3.4000					1180.67	03/09	4039.72	12567.32
MTD	779.16	182.22	182.22	41.77	CASUI	177.52						1180.67	MTD	4039.72	12567.32
QTD 1	3468.95	811.25	811.25	334.66		1422.41						6037.27	QTD 1	17745.77	55951.78
YTD	3468.95	811.25	811.25	334.66		1422.41						6037.27	YTD	17745.77	55951.78

MISCELLANEOUS INFORMATION

CHECK DATE	FED TAX LIABILITY	TOTAL COMPENSATION
03/09	4039.72	12567.32
MTD	4039.72	12567.32
QTD 1	17745.77	55951.78
YTD	17745.77	55951.78

FROM : COMPUTER MUSEUM HISTORY CENTER PHONE NO. : 1 650 604 2594

May. 18 2000 12:37PM P19

CASH REQUIRED FOR NET PAY AND ELECTRONIC FUNDS TRANSFER (EFT): 13747.99 TOTAL CASH REQUIRED FOR ALL PAYROLL ITEMS: 13747.99
CHECK DATE 03/09/00

*** THIS PAYROLL WAS PROCESSED USING YEAR 2000 COMPLIANT SOFTWARE ***

Table with columns: RTE & TRAN, FROM ACCOUNT NUMBER, TRANSACTION DATE, PRODUCT, DESCRIPTION, BANK TRANSACTION TOTAL. Includes entries for DIRECT DEPOSIT and TAXPAY with various tax withholdings.

*** FUNDS TRANSFER WILL OCCUR ON THE TRANSACTION DATE

TOTAL FOR THIS PAYROLL: 13747.99

CASH REQUIRED FOR REMAINING PAYROLL ITEMS*****

Table with columns: CHECK DATE, PRODUCT, DESCRIPTION, TOTAL. Shows zero values for remaining payroll items.

CHECK DEPOSITS YOU MUST MAKE*****

NONE

TAX DEPOSITS MADE BY PAYCHEX FOR YOU*****

THESE DEPOSITS HAVE BEEN MADE ON YOUR BEHALF:

Table with columns: TYPE OF TAX, AMOUNT, DATE. Lists tax deposits for SOC SEC, MEDICARE, FEDERAL and STATE CA.

05/17/00

**The Computer Museum History Center
Disbursements by Account
April 2000**

Date	Num	Name	Memo	Amount
Expense				
10000 · Office Eqpt Maintenance/Repair				
4/21/2000		Spicar, Dag - Expense ...	Repair of Wendy-Ann's computer	45.99
Total 10000 · Office Eqpt Maintenance/Repair				45.99
10025 · Photo Processing				
4/7/2000		Francis, Wendy-Ann	Photo Processing for Lecture	13.95
4/21/2000		Daniels, Brian	Event Photography for Sterling...	150.00
Total 10025 · Photo Processing				163.95
10050 · Video Services				
4/14/2000	212027	Television Associates	Dub of Lecture on Cobol Comp...	40.59
4/14/2000	212027	Television Associates	Dub of Lecture on Cobol Comp...	7.94
Total 10050 · Video Services				48.53
11050 · Shipping & Delivery				
4/7/2000		Garcia, Chris - Expense...	Postage for Video	24.50
Total 11050 · Shipping & Delivery				24.50
11075 · Mailing Services				
4/14/2000	7-930-97388	Federal Express	Shipping of Conference procee...	44.67
4/21/2000	2280-0049.3	Federal Express		21.06
4/29/2000	7-931-51764	Federal Express	Press Conf document to desig...	11.44
Total 11075 · Mailing Services				77.17
12025 · Meals/Food				
4/7/2000		Babcock, Dave - Expen...	Sandwiches for volunteers on ...	30.00
4/7/2000		Spicar, Dag - Expense ...	Lunch for volunteers	17.94
4/7/2000		Francis, Wendy-Ann	Water	12.30
4/7/2000		Francis, Wendy-Ann	Water	26.84
4/21/2000		Garcia, Chris - Expense...	Lunch for Russians 4/13	83.90
Total 12025 · Meals/Food				170.98
5075 · Salaries/Wages				
4/3/2000	.debit	Paychex	Payroll for 4/6/00	6,259.32
4/3/2000	43	Garcia, Chris - Payroll	Salary 4/3/00	841.68
4/20/2000	.debit	Paychex	Payroll for 4/20/00	9,049.68
4/20/2000	49	Garcia, Chris - Payroll	Salary 4/20/00	841.68
Total 5075 · Salaries/Wages				16,992.36
5150 · LTD Insurance				
4/4/2000		UNUM	May's LTD Ins Premium	268.80
Total 5150 · LTD Insurance				268.80
5225 · FICA-Employer				
4/6/2000	.debit	Paychex	Employer Social Security 4/5/00	616.41
4/6/2000	.debit	Paychex	Employer Medicare 4/5/00	144.15
4/19/2000	.debit	Paychex	Soc Sec & Med 4/3/00 - 4/16/00	1,079.06
Total 5225 · FICA-Employer				1,839.62
5300 · Unemployment-Insurance				
4/6/2000	.debit	Paychex	FUTA 4/5/00	15.00
4/6/2000	.debit	Paychex	CA SUI 4/5/00	63.75
4/19/2000	.debit	Paychex	FUTA & CA SUI 4/3/00 - 4/16/00	207.17
Total 5300 · Unemployment-Insurance				285.92
5375 · Health Insurance				
4/22/2000		Lifeguard, Inc.	May's premium - will be adjust...	471.26
Total 5375 · Health Insurance				471.26
5450 · Dental Insurance				
4/8/2000	C564L7	Blue Cross of California	May Premium	82.00

06/17/00

The Computer Museum History Center Disbursements by Account April 2000

Date	Num	Name	Memo	Amount
Total 5450 - Dental Insurance				82.00
5600 - Life Insurance				
4/4/2000		UNUM	May's Life Ins Premium	117.85
Total 5600 - Life Insurance				117.85
5825 - Taxes/Payroll				
4/6/2000	.debit	Paychex	Social Security 4/5/00	616.41
4/6/2000	.debit	Paychex	Medicare 4/5/00	144.15
4/6/2000	.debit	Paychex	Fed Taxes 4/5/00	1,549.47
4/6/2000	.debit	Paychex	CA State Taxes 4/5/00	461.69
4/6/2000	.debit	Paychex	CA Disability 4/5/00	69.58
4/19/2000	.debit	Paychex	Taxes Payroll 4/3/00 - 4/16/00	4,214.40
Total 5825 - Taxes/Payroll				7,055.70
6225 - Collection Moving Expenses				
4/7/2000		Garcia, Chris - Expense...	Fuel for truck to pick up donation	16.71
4/7/2000		Garcia, Chris - Expense...	Truck Rental to pick up Jake's ...	53.04
4/21/2000		Francis, Wendy-Ann	Truck Rental to move display c...	127.41
Total 6225 - Collection Moving Expenses				197.16
6300 - Fund Raising				
4/7/2000		Wolfe, Karyn J	Copying costs for postcards for...	118.16
Total 6300 - Fund Raising				118.16
7025 - Ctrct Psnl - Management				
4/21/2000		Spicer, Dag - Expense ...	Payment for Feb - April Dr Dob...	600.00
Total 7025 - Ctrct Psnl - Management				600.00
7075 - Payroll service				
4/10/2000	.debit	Paychex	Payroll charges for 3/5/00 & 3/...	106.10
Total 7075 - Payroll service				106.10
8000 - Telephone				
4/4/2000	0082931	Chorus Call	3/2800 Conference Call	140.08
4/4/2000	0082932	Chorus Call	3/3000 Conference Call	147.22
4/11/2000		Chorus Call	4/4 Marketing Committee Conf...	70.72
4/17/2000		Pacific Bell	Warehouse phone bill	21.62
4/18/2000	0083983	Chorus Call	4/10/00 Conference Call	47.94
4/18/2000	0083984	Chorus Call	4/14 Conference Call	89.08
4/25/2000		Chorus Call	Board Confernece Call 4/20/00	114.24
Total 8000 - Telephone				630.90
8025 - Computer Resource Service				
4/1/2000	3748	LanLogic	Internet Access and mail servic...	40.00
Total 8025 - Computer Resource Service				40.00
8075 - Office Rent				
4/3/2000		The Enterprise Network,...	Office Rent March 00	2,958.50
Total 8075 - Office Rent				2,958.50
9000 - Storage Rent				
4/15/2000	320	First Street Mini Storage	Storage Rent for May	295.00
Total 9000 - Storage Rent				295.00
9050 - Office Supplies				
4/7/2000		Francis, Wendy-Ann	Toner for printers and fax mac...	269.47
4/7/2000		Francis, Wendy-Ann	Cleaning Supplies & Paper	36.45
4/7/2000		Francis, Wendy-Ann	Cleaning Supplies	38.01
4/21/2000		Spicer, Dag - Expense ...	Disposable Cameras	21.63
4/21/2000		Wolfe, Karyn J	Rolodex and binders	24.84
Total 9050 - Office Supplies				390.40

05/17/00

**The Computer Museum History Center
Disbursements by Account
April 2000**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
9075 - Photocopying				
4/21/2000		Garcia, Chris - Expense...	Programs for Sterling Lecture	55.61
Total 9075 - Photocopying				55.61
Total Expense				33,034.46
Net Income				-33,034.46

05/15/00

The Computer Museum History Center
Deposit Detail
April 2000

Type	Date	Num	Name	Account	Amount
Deposit	4/6/2000			Maximizer Money ...	363.00
Payment	3/31/2000	31	Discovery Channel	1499 · Undeposited ...	-50.00
Cash Sale	4/3/2000	109	Cooke, Samuel	1499 · Undeposited ...	-50.00
Payment	4/19/2000	397496	Miller Freeman	1499 · Undeposited ...	-200.00
Payment	4/19/2000	113913	Lund University Co...	1499 · Undeposited ...	-63.00
TOTAL					-363.00
Deposit	4/19/2000			Maximizer Money ...	2,175.00
Cash Sale	4/4/2000	117	Adobe	1499 · Undeposited ...	-50.00
Cash Sale	4/4/2000	118	Kleinrock, Leonard	1499 · Undeposited ...	-1,000.00
Payment	4/4/2000	0001...	Inc. Publishing	1499 · Undeposited ...	-125.00
Cash Sale	4/20/2000	116	Knuth, Donald	1499 · Undeposited ...	-1,000.00
TOTAL					-2,175.00
Cash Sale	4/21/2000	111	Anonymous	Checking	38.90
				4510 · Ind Operating	-38.90
TOTAL					-38.90
Deposit	4/28/2000			Maximizer Money ...	2,631.33
				4900 · Interest inco...	-2,631.33
TOTAL					-2,631.33
Deposit	4/28/2000			Savings	4.35
				4900 · Interest inco...	-4.35
TOTAL					-4.35
Deposit	4/28/2000			Savings (Endowm...	156.00
				4900 · Interest inco...	-156.00
TOTAL					-156.00



THE COMPUTER MUSEUM HISTORY CENTER

Statement Date: March 31, 2000

Account Activity

Date Posted	Description	Reference Number	Amount
03/31	Interest Paid Interest Paid From 03/01/00 Through 03/31/00		\$4.49

Your Business Savings Account

Account Number: 11304-01819
Statement Period: March 1 through March 31, 2000

Beginning Balance on 03/01/00	\$190,082.55	Annual Percentage Yield earned this period	1.00%
Interest Paid	+ 161.06	Interest paid year-to-date	\$472.41
Ending Balance	\$190,243.61		

Important Information About Your Account

Total interest paid to your account in 1999: \$995.61

Account Activity

Date Posted	Description	Reference Number	Amount
03/31	Interest Paid Interest Paid From 03/01/00 Through 03/31/00		\$181.06



CASH REQUIRED FOR NET PAY AND ELECTRONIC FUNDS TRANSFER (EFT):

13755.39

TOTAL CASH REQUIRED FOR ALL PAYROLL ITEMS:

13755.39

CHECK DATE 03/23/00

*** THIS PAYROLL WAS PROCESSED USING YEAR 2000 COMPLIANT SOFTWARE ***

RTE & TRAN	FROM ACCOUNT NUMBER	TRANSACTION DATE	PRODUCT	DESCRIPTION	BANK TRANSACTION TOTAL
* BANK OF AMERICA 121000358	11309 01900	03/22/00	*** DIRECT DEPOSIT	NET PAY ACCOUNT TOTAL	6276.99 6276.99
		03/23/00	*** TAXPAY®	EMPLOYEE TAX WITHHOLDINGS SOCIAL SECURITY MEDICARE FEDERAL CA STATE CA DBL EMPLOYER TAX EXPENSES SOCIAL SECURITY MEDICARE FUTA CA SUI ACCOUNT TOTAL	783.33 183.19 2127.05 634.54 63.18 783.33 183.19 29.38 124.88 4912.07
		03/23/00	PAYROLL	NON-DIRECT DEPOSIT NET PAY ACCOUNT TOTAL	2566.33 2566.33
*** FUNDS TRANSFER WILL OCCUR ON THE TRANSACTION DATE					
TOTAL FOR THIS PAYROLL:					13755.39

CASH REQUIRED FOR REMAINING PAYROLL ITEMS*****

CHECK DATE	PRODUCT	TOTAL	DESCRIPTION	TOTAL
				.00
TOTAL FOR THIS PAYROLL:				.00

DEPOSITS YOU MUST MAKE*****

NONE

TAX DEPOSITS MADE BY PAYCHEX FOR YOU*****

THESE DEPOSITS HAVE BEEN MADE ON YOUR BEHALF:

TYPE OF TAX	AMOUNT	ON	DATE
SOC SEC. MEDICARE, FEDERAL	4060.09	ON	03/29/00
STATE CA	697.72	ON	03/29/00

FROM : COMPUTER MUSEUM HISTORY CENTER PHONE NO. : 1 650 604 2594

HOURS AND EARNINGS SUMMARY

Table with columns: CHECK DATE, REG HRS, REG EARN, OT HRS, OT EARN, VAC HRS, VAC EARN, HOL HRS, HOL EARN, SICK HRS, SICK EARN, MISC HRS, MISC EARN, OTHER EARN1, OTHER EARN2, TOTAL EAR. Rows for 03/09, 03/23, MTD, YTD 1, YTD.

EMPLOYEE WITHHOLDING TAXES SUMMARY

Table with columns: CHECK DATE, SOC SEC, MED, FED, STATE, LOCAL, LOCAL, LOCAL, LOCAL, LOCAL, LOCAL, OTHER, OTHER, OTHER, OTHER, TOTAL W/H TAX. Rows for 03/09, 03/23, MTD, YTD 1, YTD.

EMPLOYEE VOLUNTARY DEDUCTIONS AND ADJUSTMENTS SUMMARY

Table with columns: CHECK DATE, SICK ACCR, SICK TAKEN, VAC ACCR, VAC TAKEN, PERSO NAL. Rows for 03/09, 03/23, MTD, YTD 1, YTD.

EMPLOYER TAX EXPENSES SUMMARY

Table with columns: CHECK DATE, SOC SEC EXP, MED EXP, FUTA EXP, STATE, SUI EXP, SUI PERCENT, OTHER NAME, OTHER EXP, OTHER NAME, OTHER EXP, EMPLOYER TAX EXP. Rows for 03/09, 03/23, MTD, YTD 1, YTD.

MISCELLANEOUS INFORMATION

Table with columns: CHECK DATE, FED TAX LIABILITY, TOTAL COMPENSATION. Rows for 03/09, 03/23, MTD, YTD 1, YTD.

May. 18 2000 12:41PM P25

05/15/00

The Computer Museum History Center Disbursements by Account April 2000

Date	Num	Name	Memo	Amount
Expense				
10000 · Office Eqpt Maintenance/Repair				
4/21/2000		Spicer, Dag - Expense ...	Repair of Wendy-Ann's computer	45.99
Total 10000 · Office Eqpt Maintenance/Repair				45.99
10025 · Photo Processing				
4/7/2000		Francis, Wendy-Ann	Photo Processing for Lecture	13.95
4/21/2000		Daniels, Brian	Event Photography for Sterling...	150.00
Total 10025 · Photo Processing				163.95
10050 · Video Services				
4/14/2000	212027	Television Associates	Dub of Lecture on Cobol Comp...	40.59
4/14/2000	212027	Television Associates	Dub of Lecture on Cobol Comp...	7.94
Total 10050 · Video Services				48.53
11050 · Shipping & Delivery				
4/7/2000		Garcia, Chris - Expense...	Postage for Video	24.50
Total 11050 · Shipping & Delivery				24.50
11075 · Mailing Services				
4/14/2000	7-930-97388	Federal Express	Shipping of Conference procee...	44.67
4/21/2000	2280-0049.3	Federal Express		21.06
4/29/2000	7-931-51764	Federal Express	Press Conf document to desig...	11.44
Total 11075 · Mailing Services				77.17
12025 · Meals/Food				
4/7/2000		Babcock, Dave - Expen...	Sandwiches for volunteers on ...	30.00
4/7/2000		Spicer, Dag - Expense ...	Lunch for volunteers	17.94
4/7/2000		Francis, Wendy-Ann	Water	12.30
4/7/2000		Francis, Wendy-Ann	Water	26.84
4/21/2000		Garcia, Chris - Expense...	Lunch for Russians 4/13	83.90
Total 12025 · Meals/Food				170.98
5075 · Salaries/Wages				
4/3/2000	.debit	Paychex	Payroll for 4/6/00	6,259.32
4/3/2000	43	Garcia, Chris - Payroll	Salary 4/3/00	841.68
4/20/2000	.debit	Paychex	Payroll for 4/20/00	9,049.68
4/20/2000	49	Garcia, Chris - Payroll	Salary 4/20/00	841.68
Total 5075 · Salaries/Wages				16,992.36
5150 · LTD Insurance				
4/4/2000		UNUM	May's LTD Ins Premium	268.80
Total 5150 · LTD Insurance				268.80
5225 · FICA-Employer				
4/6/2000	.debit	Paychex	Employer Social Security 4/5/00	616.41
4/6/2000	.debit	Paychex	Employer Medicare 4/5/00	144.15
4/19/2000	.debit	Paychex	Soc Sec & Med 4/3/00 - 4/16/00	1,079.06
Total 5225 · FICA-Employer				1,839.62
5300 · Unemployment-Insurance				
4/6/2000	.debit	Paychex	FUTA 4/5/00	15.00
4/6/2000	.debit	Paychex	CA SUI 4/5/00	63.75
4/19/2000	.debit	Paychex	FUTA & CA SUI 4/3/00 - 4/16/00	207.17
Total 5300 · Unemployment-Insurance				285.92
5375 · Health Insurance				
4/22/2000		Lifeguard, Inc.	May's premium - will be adjust...	471.26
Total 5375 · Health Insurance				471.26
5450 · Dental Insurance				
4/8/2000	C564L7	Blue Cross of California	May Premium	82.00

**The Computer Museum History Center
Disbursements by Account
April 2000**

05/15/00

Date	Num	Name	Memo	Amount
Total 5450 · Dental Insurance				82.00
5600 · Life Insurance				
4/4/2000		UNUM	May's Life Ins Premium	117.85
Total 5600 · Life Insurance				117.85
5825 · Taxes/Payroll				
4/6/2000	.debit	Paychex	Social Security 4/5/00	616.41
4/6/2000	.debit	Paychex	Medicare 4/5/00	144.15
4/6/2000	.debit	Paychex	Fed Taxes 4/5/00	1,549.47
4/6/2000	.debit	Paychex	CA State Taxes 4/5/00	461.69
4/6/2000	.debit	Paychex	CA Disability 4/5/00	69.58
4/19/2000	.debit	Paychex	Taxes Payroll 4/3/00 - 4/16/00	4,214.40
Total 5825 · Taxes/Payroll				7,055.70
6225 · Collection Moving Expenses				
4/7/2000		Garcia, Chris - Expense...	Fuel for truck to pick up donation	16.71
4/7/2000		Garcia, Chris - Expense...	Truck Rental to pick up Jake's ...	53.04
4/21/2000		Francis, Wendy-Ann	Truck Rental to move display c...	127.41
Total 6225 · Collection Moving Expenses				197.16
6300 · Fund Raising				
4/7/2000		Wolfe, Karyn J	Copying costs for postcards for...	118.16
Total 6300 · Fund Raising				118.16
7025 · Ctrct Psnl - Management				
4/21/2000		Spicer, Dag - Expense ...	Payment for Feb - April Dr Dob...	600.00
Total 7025 · Ctrct Psnl - Management				600.00
7075 · Payroll service				
4/10/2000	.debit	Paychex	Payroll charges for 3/5/00 & 3/...	106.10
Total 7075 · Payroll service				106.10
8000 · Telephone				
4/4/2000	0082931	Chorus Call	3/2800 Conference Call	140.08
4/4/2000	0082932	Chorus Call	3/3000 Conference Call	147.22
4/11/2000		Chorus Call	4/4 Marketing Committee Conf...	70.72
4/17/2000		Pacific Bell	Warehouse phone bill	21.62
4/18/2000	0083983	Chorus Call	4/10/00 Conference Call	47.94
4/18/2000	0083984	Chorus Call	4/14 Conference Call	89.08
4/25/2000		Chorus Call	Board Conferenece Call 4/20/00	114.24
Total 8000 · Telephone				630.90
8025 · Computer Resource Service				
4/1/2000	3748	LanLogic	Internet Access and mail servic...	40.00
Total 8025 · Computer Resource Service				40.00
8075 · Office Rent				
4/3/2000		The Enterprise Network,...	Office Rent March 00	2,956.50
Total 8075 · Office Rent				2,956.50
9000 · Storage Rent				
4/15/2000	320	First Street Mini Storage	Storage Rent for May	295.00
Total 9000 · Storage Rent				295.00
9050 · Office Supplies				
4/7/2000		Francis, Wendy-Ann	Toner for printers and fax mac...	269.47
4/7/2000		Francis, Wendy-Ann	Cleaning Supplies & Paper	36.45
4/7/2000		Francis, Wendy-Ann	Cleaning Supplies	38.01
4/21/2000		Spicer, Dag - Expense ...	Disposable Cameras	21.63
4/21/2000		Wolfe, Karyn J	Rolodex and binders	24.84
Total 9050 · Office Supplies				380.40

**The Computer Museum History Center
Disbursements by Account
April 2000**

05/15/00

Date	Num	Name	Memo	Amount
9075 - Photocopying				
4/21/2000		Garcia, Chris - Expense...	Programs for Sterling Lecture	55.61
Total 9075 - Photocopying				55.61
Total Expense				33,034.46
Net Income				-33,034.46

The Computer Museum History Center Transaction Detail by Account April 2000

05/16/00

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Checking									
Transfer	4/3/2000			Funds Transfer		X	Maximizer Mo...	25,000.00	25,000.00
Check	4/3/2000	.debit	Paychex			X	5075 - Salarie...	-8,259.32	18,740.68
Check	4/3/2000	43	Garcia, Chris - Payroll	Reimburse...			5075 - Salarie...	-841.68	17,899.00
Transfer	4/5/2000			Funds Transfer		X	Maximizer Mo...	10,000.00	27,899.00
Check	4/6/2000	.debit	Paychex			X	-SPLIT-	-3,680.61	24,218.39
Bill Pmt -Check	4/6/2000	1200	Chorus Call			X	2000 · Accoun...	-266.56	23,951.83
Bill Pmt -Check	4/6/2000	1201	First Street Mini Sto...	320		X	2000 · Accoun...	-295.00	23,656.83
Bill Pmt -Check	4/6/2000	1202	Lifeguard, Inc.	April's Premi...		X	2000 · Accoun...	-471.26	23,185.57
Bill Pmt -Check	4/6/2000	1203	OpportunityNOCS.org	Payment for ...		X	2000 · Accoun...	-80.00	23,105.57
Bill Pmt -Check	4/6/2000	1204	Pacific Bell	650 964 123...		X	2000 · Accoun...	-21.09	23,084.48
Bill Pmt -Check	4/6/2000	1199	Prima Printing	Invoice No. 2...		X	2000 · Accoun...	-144.13	22,940.35
Bill Pmt -Check	4/7/2000	1205	Babcock, Dave - Ex...	Payment for ...		X	2000 · Accoun...	-30.00	22,910.35
Bill Pmt -Check	4/7/2000	1206	Francis, Wendy-Ann	Reimburse...		X	2000 · Accoun...	-397.02	22,513.33
Bill Pmt -Check	4/7/2000	1207	Garcia, Chris - Exp...	Reimburse...		X	2000 · Accoun...	-94.25	22,419.08
Bill Pmt -Check	4/7/2000	1208	Spicer, Dag - Expe...	Reimburse...		X	2000 · Accoun...	-17.94	22,401.14
Bill Pmt -Check	4/7/2000	1209	Wolfe, Karyn J	Reimburse...			2000 · Accoun...	-118.16	22,282.98
Check	4/10/2000	.debit	Paychex	Payroll Costs		X	7075 · Payroll ...	-106.10	22,176.88
Transfer	4/19/2000			Funds Transfer		X	Maximizer Mo...	25,000.00	47,176.88
Check	4/19/2000	.debit	Paychex			X	-SPLIT-	-5,500.63	41,676.25
Check	4/20/2000	.debit	Paychex			X	5075 - Salarie...	-9,049.68	32,626.57
Check	4/20/2000	49	Garcia, Chris - Payroll				5075 - Salarie...	-841.68	31,784.89
Cash Sale	4/21/2000	111	Anonymous		General f...		-SPLIT-	38.90	31,823.79
Bill Pmt -Check	4/21/2000	1218	Davkore	Video dubs a...			2000 · Accoun...	-229.33	31,594.46
Bill Pmt -Check	4/21/2000	1217	Francis, Wendy-Ann	Reimburse...			2000 · Accoun...	-127.41	31,467.05
Bill Pmt -Check	4/21/2000	1216	Garcia, Chris - Exp...	Reimburse...			2000 · Accoun...	-138.51	31,327.54
Bill Pmt -Check	4/21/2000	1215	LanLogic				2000 · Accoun...	-30.00	31,297.54
Bill Pmt -Check	4/21/2000	1213	Spicer, Dag - Expe...	Payment for ...		X	2000 · Accoun...	-600.00	30,697.54
Bill Pmt -Check	4/21/2000	1212	The Enterprise Net...	Office Rent f...			2000 · Accoun...	-2,956.50	27,741.04
Bill Pmt -Check	4/21/2000	1211	UNUM	Aprils Premium			2000 · Accoun...	-310.99	27,430.05
Bill Pmt -Check	4/21/2000	1210	Wolfe, Karyn J	Reimburse...			2000 · Accoun...	-24.84	27,405.21
Bill Pmt -Check	4/21/2000	1220	Spicer, Dag - Expe...	Reimburse...		X	2000 · Accoun...	-67.62	27,337.59
Bill Pmt -Check	4/26/2000	1219	Blue Cross of Califo...	May Premium			2000 · Accoun...	-82.00	27,255.59
Bill Pmt -Check	4/26/2000	1024	San Jose Mercury ...	Mercury New...			2000 · Accoun...	-44.01	27,211.58
Total Checking								27,211.58	27,211.58
Maximizer Money Market									
Transfer	4/3/2000			Funds Transfer		X	Checking	-25,000.00	-25,000.00
Transfer	4/5/2000			Funds Transfer		X	Checking	-10,000.00	-35,000.00
Deposit	4/6/2000			Deposit		X	-SPLIT-	363.00	-34,637.00
Transfer	4/19/2000			Funds Transfer		X	Checking	-25,000.00	-59,637.00
Deposit	4/19/2000			Deposit		X	-SPLIT-	2,175.00	-57,462.00
Deposit	4/28/2000			Interest		X	4900 · Interest...	2,631.33	-54,830.67
Total Maximizer Money Market								-54,830.67	-54,830.67
Savings									

The Computer Museum History Center Transaction Detail by Account April 2000

05/16/00

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Deposit	4/28/2000			Interest		X	4900 - Interest...	4.35	4.35
Total Savings								4.35	4.35
Savings (Endowment)									
Deposit	4/28/2000			Interest		X	4900 - Interest...	156.00	156.00
Total Savings (Endowment)								156.00	156.00
1200 - Accounts Receivable									
Invoice	4/3/2000	43	Ambassador Book ...	Order #39	Sales:Vi...		-SPLIT-	377.00	377.00
Invoice	4/3/2000	44	Academic Book Ce...				-SPLIT-	62.63	439.63
Invoice	4/3/2000	45	Coults Library Servi...		Sales:Vi...		-SPLIT-	38.00	477.63
Invoice	4/3/2000	46	Fatbrain.com Inc.		Sales:Vi...		-SPLIT-	37.95	515.58
Invoice	4/3/2000	47	DDJ TechNetCast		Lectures:...		-SPLIT-	348.00	863.58
Invoice	4/3/2000	48	Yankee Book Peddl...		Sales:Vi...		-SPLIT-	37.95	901.53
Invoice	4/4/2000	65	Inc. Publishing		Sales:Im...		-SPLIT-	125.00	1,026.53
Payment	4/4/2000	0001...	Inc. Publishing				1499 - Undepo...	-125.00	901.53
Invoice	4/6/2000	61	Discovery Channel		Sales:Im...		-SPLIT-	50.00	951.53
Invoice	4/19/2000	62	Lund University Co...		Sales:Vi...		-SPLIT-	63.00	1,014.53
Invoice	4/19/2000	63	Miller Freeman		Sales:Im...		-SPLIT-	200.00	1,214.53
Payment	4/19/2000	397496	Miller Freeman				1499 - Undepo...	-200.00	1,014.53
Payment	4/19/2000	113913	Lund University Co...				1499 - Undepo...	-63.00	951.53
Total 1200 - Accounts Receivable								951.53	951.53
1499 - Undeposited Funds									
Cash Sale	4/3/2000	109	Cooke, Samuel		General f...	X	-SPLIT-	50.00	50.00
Cash Sale	4/4/2000	117	Adobe		General f...	X	-SPLIT-	50.00	100.00
Cash Sale	4/4/2000	118	Kleinrock, Leonard		Year End...	X	-SPLIT-	1,000.00	1,100.00
Payment	4/4/2000	0001...	Inc. Publishing			X	1200 - Accoun...	125.00	1,225.00
Deposit	4/6/2000	31	Discovery Channel	Deposit		X	Maximizer Mo...	-50.00	1,175.00
Deposit	4/6/2000	1508	Cooke, Samuel	Deposit	General f...	X	Maximizer Mo...	-50.00	1,125.00
Deposit	4/6/2000	397496	Miller Freeman	Deposit		X	Maximizer Mo...	-200.00	925.00
Deposit	4/6/2000	113913	Lund University Co...	Deposit		X	Maximizer Mo...	-83.00	862.00
Payment	4/19/2000	397496	Miller Freeman			X	1200 - Accoun...	200.00	1,062.00
Payment	4/19/2000	113913	Lund University Co...			X	1200 - Accoun...	63.00	1,125.00
Deposit	4/19/2000	4178	Adobe	Deposit	General f...	X	Maximizer Mo...	-50.00	1,075.00
Deposit	4/19/2000	0003...	Kleinrock, Leonard	Deposit	Year End...	X	Maximizer Mo...	-1,000.00	75.00
Deposit	4/19/2000	0001...	Inc. Publishing	Deposit		X	Maximizer Mo...	-125.00	-50.00
Deposit	4/19/2000	5686	Knuth, Donald	Deposit	General f...	X	Maximizer Mo...	-1,000.00	-1,050.00
Cash Sale	4/20/2000	116	Knuth, Donald		General f...	X	-SPLIT-	1,000.00	-50.00
Total 1499 - Undeposited Funds								-50.00	-50.00
2000 - Accounts Payable									
Bill	4/1/2000	3748	LanLogic	Internet Acce...			8025 - Comput...	-40.00	-40.00
Bill	4/3/2000		The Enterprise Net...	Office Rent f...			8075 - Office ...	-2,956.50	-2,996.50
Bill	4/4/2000		UNUM	May's Premium			-SPLIT-	-386.65	-3,383.15

The Computer Museum History Center
Transaction Detail by Account
April 2000

06/15/00

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Bill	4/4/2000	0082...	Chorus Call	3/2800 Confe...			8000 · Teleph...	-140.08	-3,523.23
Bill	4/4/2000	0082...	Chorus Call	3/3000 Confe...			8000 · Teleph...	-147.22	-3,670.45
Bill Pmt -Check	4/6/2000	1200	Chorus Call				Checking	266.56	-3,403.89
Bill Pmt -Check	4/6/2000	1201	First Street Mini Sto...	320			Checking	295.00	-3,108.89
Bill Pmt -Check	4/6/2000	1202	Lifeguard, Inc.	April's Premi...			Checking	471.26	-2,637.63
Bill Pmt -Check	4/6/2000	1203	OpportunityNOCs.org	Payment for ...			Checking	80.00	-2,557.63
Bill Pmt -Check	4/6/2000	1204	Pacific Bell	650 964 123...			Checking	21.09	-2,536.54
Bill Pmt -Check	4/6/2000	1199	Prima Printing	Invoice No. 2...			Checking	144.13	-2,392.41
Bill	4/7/2000		Wolfe, Karyn J	Reimburse...			6300 · Fund R...	-118.16	-2,510.57
Bill	4/7/2000		Garcia, Chris - Exp...	Reimburse...			-SPLIT-	-84.25	-2,604.82
Bill	4/7/2000		Babcock, Dave - Ex...	Payment for ...			12025 · Meals...	-30.00	-2,634.82
Bill	4/7/2000		Spicer, Dag - Expe...	Reimburse...			12025 · Meals...	-17.94	-2,652.76
Bill	4/7/2000		Francis, Wendy-Ann	Reimburse...			-SPLIT-	-397.02	-3,049.78
Bill Pmt -Check	4/7/2000	1205	Babcock, Dave - Ex...	Payment for ...			Checking	30.00	-3,019.78
Bill Pmt -Check	4/7/2000	1206	Francis, Wendy-Ann	Reimburse...			Checking	397.02	-2,622.76
Bill Pmt -Check	4/7/2000	1207	Garcia, Chris - Exp...	Reimburse...			Checking	94.25	-2,528.51
Bill Pmt -Check	4/7/2000	1208	Spicer, Dag - Expe...	Reimburse...			Checking	17.94	-2,510.57
Bill Pmt -Check	4/7/2000	1209	Wolfe, Karyn J	Reimburse...			Checking	118.16	-2,392.41
Bill	4/8/2000	C564L7	Blue Cross of Califo...	May Premium			5450 · Dental I...	-82.00	-2,474.41
Bill	4/11/2000		Chorus Call	4/4/00 Confer...			8000 · Teleph...	-70.72	-2,545.13
Bill	4/14/2000	212027	Television Associates				10050 · Video ...	-40.59	-2,585.72
Bill	4/14/2000	7-930...	Federal Express				11075 · Mailin...	-44.67	-2,630.39
Bill	4/14/2000	212027	Television Associates				10050 · Video ...	-7.94	-2,638.33
Bill	4/15/2000	320	First Street Mini Sto...	Rent for May ...			9000 · Storage...	-295.00	-2,933.33
Bill	4/17/2000		Pacific Bell	650 964 123...			8000 · Teleph...	-21.62	-2,954.95
Bill	4/18/2000	0083...	Chorus Call	4/10/00 Conf...			8000 · Teleph...	-47.94	-3,002.89
Bill	4/18/2000	0083...	Chorus Call	4/14/00 Conf...			8000 · Teleph...	-89.08	-3,091.97
Bill	4/21/2000		Spicer, Dag - Expe...	Payment for ...			7025 · Ctrct P...	-600.00	-3,691.97
Bill	4/21/2000		Spicer, Dag - Expe...	Reimburse...			-SPLIT-	-67.62	-3,759.59
Bill	4/21/2000		Daniels, Brian	Event Photog...			10025 · Photo ...	-150.00	-3,909.59
Bill	4/21/2000		Garcia, Chris - Exp...	Reimburse...			-SPLIT-	-139.51	-4,049.10
Bill	4/21/2000		Francis, Wendy-Ann	Reimburse...			6225 · Collecti...	-127.41	-4,176.51
Bill	4/21/2000		Wolfe, Karyn J	Reimburse...			9050 · Office ...	-24.84	-4,201.35
Bill Pmt -Check	4/21/2000	1218	Davkore	Video dubs a...			Checking	229.33	-3,972.02
Bill Pmt -Check	4/21/2000	1217	Francis, Wendy-Ann	Reimburse...			Checking	127.41	-3,844.61
Bill Pmt -Check	4/21/2000	1216	Garcia, Chris - Exp...	Reimburse...			Checking	139.51	-3,705.10
Bill Pmt -Check	4/21/2000	1215	LanLogic				Checking	30.00	-3,675.10
Bill Pmt -Check	4/21/2000	1213	Spicer, Dag - Expe...	Payment for ...			Checking	600.00	-3,075.10
Bill Pmt -Check	4/21/2000	1212	The Enterprise Net...	Office Rent f...			Checking	2,956.50	-118.60
Bill Pmt -Check	4/21/2000	1211	UNUM	Aprils Premium			Checking	310.99	192.39
Bill Pmt -Check	4/21/2000	1210	Wolfe, Karyn J	Reimburse...			Checking	24.84	217.23
Bill Pmt -Check	4/21/2000	1220	Spicer, Dag - Expe...	Reimburse...			Checking	67.62	284.85
Bill	4/21/2000	2280...	Federal Express				11075 · Mailin...	-21.06	263.79
Bill	4/22/2000		Lifeguard, Inc.	May's Premium			5375 · Health I...	-471.26	-207.47
Bill	4/25/2000		Chorus Call	4/20/00 Conf...			8000 · Teleph...	-114.24	-321.71
Bill Pmt -Check	4/26/2000	1219	Blue Cross of Califo...	May Premium			Checking	82.00	-239.71
Bill Pmt -Check	4/26/2000	1024	San Jose Mercury ...	Mercury New...			Checking	44.01	-195.70

The Computer Museum History Center Transaction Detail by Account April 2000

05/15/00

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Bill	4/29/2000	7-931...	Federal Express				11075 - Mailin...	-11.44	-207.14
Total 2000 - Accounts Payable								-207.14	-207.14
2200 - Sales Tax Payable									
Invoice	4/3/2000	43	State Board of Equ...	California Sta...	Sales:Vi...		1200 - Accoun...	0.00	0.00
Invoice	4/3/2000	44	State Board of Equ...	California Sta...			1200 - Accoun...	-3.63	-3.63
Invoice	4/3/2000	45	State Board of Equ...	California Sta...	Sales:Vi...		1200 - Accoun...	0.00	-3.63
Invoice	4/3/2000	46	State Board of Equ...	California Sta...	Sales:Vi...		1200 - Accoun...	0.00	-3.63
Invoice	4/3/2000	47	State Board of Equ...	California Sta...	Lectures:...		1200 - Accoun...	0.00	-3.63
Invoice	4/3/2000	48	State Board of Equ...	California Sta...	Sales:Vi...		1200 - Accoun...	0.00	-3.63
Cash Sale	4/3/2000	109	State Board of Equ...	California Sta...	General f...		1499 - Undepo...	0.00	-3.63
Invoice	4/4/2000	65	State Board of Equ...	California Sta...	Sales:Im...		1200 - Accoun...	0.00	-3.63
Cash Sale	4/4/2000	117	State Board of Equ...	California Sta...	General f...		1499 - Undepo...	0.00	-3.63
Cash Sale	4/4/2000	118	State Board of Equ...	California Sta...	Year End...		1499 - Undepo...	0.00	-3.63
Invoice	4/6/2000	61	State Board of Equ...	California Sta...	Sales:Im...		1200 - Accoun...	0.00	-3.63
Invoice	4/19/2000	62	State Board of Equ...	California Sta...	Sales:Vi...		1200 - Accoun...	0.00	-3.63
Invoice	4/19/2000	63	State Board of Equ...	California Sta...	Sales:Im...		1200 - Accoun...	0.00	-3.63
Cash Sale	4/20/2000	116	State Board of Equ...	California Sta...	General f...		1499 - Undepo...	0.00	-3.63
Cash Sale	4/21/2000	111	State Board of Equ...	California Sta...	General f...		Checking	0.00	-3.63
Total 2200 - Sales Tax Payable								-3.63	-3.63
4125 - Video Sales									
Invoice	4/3/2000	43	Ambassador Book ...	Why C++ is n...	Sales:Vi...		1200 - Accoun...	-25.00	-25.00
Invoice	4/3/2000	43	Ambassador Book ...	The design of...	Sales:Vi...		1200 - Accoun...	-25.00	-50.00
Invoice	4/3/2000	43	Ambassador Book ...	Computer Pl...	Sales:Vi...		1200 - Accoun...	-50.00	-100.00
Invoice	4/3/2000	43	Ambassador Book ...	Computer Se...	Sales:Vi...		1200 - Accoun...	-25.00	-125.00
Invoice	4/3/2000	43	Ambassador Book ...	The Digital Li...	Sales:Vi...		1200 - Accoun...	-25.00	-150.00
Invoice	4/3/2000	43	Ambassador Book ...	Encryption: A...	Sales:Vi...		1200 - Accoun...	-25.00	-175.00
Invoice	4/3/2000	43	Ambassador Book ...	The Feel of J...	Sales:Vi...		1200 - Accoun...	-25.00	-200.00
Invoice	4/3/2000	43	Ambassador Book ...	The Future of...	Sales:Vi...		1200 - Accoun...	-25.00	-225.00
Invoice	4/3/2000	43	Ambassador Book ...	Java Langua...	Sales:Vi...		1200 - Accoun...	-25.00	-250.00
Invoice	4/3/2000	43	Ambassador Book ...	Nanometers ...	Sales:Vi...		1200 - Accoun...	-25.00	-275.00
Invoice	4/3/2000	43	Ambassador Book ...	The Unifired ...	Sales:Vi...		1200 - Accoun...	-5.00	-280.00
Invoice	4/3/2000	43	Ambassador Book ...	The Unified ...	Sales:Vi...		1200 - Accoun...	-50.00	-330.00
Invoice	4/3/2000	43	Ambassador Book ...	Women in th...	Sales:Vi...		1200 - Accoun...	-25.00	-355.00
Invoice	4/3/2000	43	Ambassador Book ...	Shipping and...	Sales:Vi...		1200 - Accoun...	-22.00	-377.00
Invoice	4/3/2000	44	Academic Book Ce...	Unleashing C...			1200 - Accoun...	-25.00	-402.00
Invoice	4/3/2000	44	Academic Book Ce...	Design Chall...			1200 - Accoun...	-25.00	-427.00
Invoice	4/3/2000	44	Academic Book Ce...	Shipping and...			1200 - Accoun...	-9.00	-436.00
Invoice	4/3/2000	45	Coults Library Servi...	Patterns in Ar...	Sales:Vi...		1200 - Accoun...	-30.00	-466.00
Invoice	4/3/2000	45	Coults Library Servi...	Shipping and...	Sales:Vi...		1200 - Accoun...	-8.00	-474.00
Invoice	4/3/2000	46	Fatbrain.com Inc.	100-MBPS Et...	Sales:Vi...		1200 - Accoun...	-29.95	-503.95
Invoice	4/3/2000	46	Fatbrain.com Inc.	Shipping and...	Sales:Vi...		1200 - Accoun...	-8.00	-511.95
Invoice	4/3/2000	48	Yankee Book Peddl...	Next General...	Sales:Vi...		1200 - Accoun...	-29.95	-541.90
Invoice	4/3/2000	48	Yankee Book Peddl...	Shipping and...	Sales:Vi...		1200 - Accoun...	-8.00	-549.90
Invoice	4/19/2000	62	Lund University Co...	The Compute...	Sales:Vi...		1200 - Accoun...	-39.00	-588.90

05/15/00

The Computer Museum History Center
Transaction Detail by Account
 April 2000

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Invoice	4/19/2000	62	Lund University Co...	Shipping and...	Sales:Vi...		1200 · Accoun...	-24.00	-612.90
Total 4125 · Video Sales								-612.90	-612.90
4130 · Research services									
Invoice	4/19/2000	63	Miller Freeman	Article written...	Sales:fm...		1200 · Accoun...	-200.00	-200.00
Total 4130 · Research services								-200.00	-200.00
4150 · Photo revenue									
Invoice	4/4/2000	65	Inc. Publishing	License Fees...	Sales:lm...		1200 · Accoun...	-125.00	-125.00
Invoice	4/6/2000	61	Discovery Channel	Man in suit sl...	Sales:lm...		1200 · Accoun...	-50.00	-175.00
Total 4150 · Photo revenue								-175.00	-175.00
4160 · Collection Access									
Invoice	4/3/2000	47	DDJ TechNetCast	Videotaping c...	Lectures:...		1200 · Accoun...	-348.00	-348.00
Total 4160 · Collection Access								-348.00	-348.00
4510 · Ind Operating									
Cash Sale	4/3/2000	109	Cooke, Samuel	Donation to T...	General f...		1499 · Undepo...	-50.00	-50.00
Cash Sale	4/4/2000	117	Adobe	Donation to T...	General f...		1499 · Undepo...	-50.00	-100.00
Cash Sale	4/4/2000	118	Kleinrock, Leonard	Donation to T...	Year End...		1499 · Undepo...	-1,000.00	-1,100.00
Cash Sale	4/20/2000	116	Knuth, Donald	Donation to T...	General f...		1499 · Undepo...	-1,000.00	-2,100.00
Cash Sale	4/21/2000	111	Anonymous	Donation to T...	General f...		Checking	-38.90	-2,138.90
Total 4510 · Ind Operating								-2,138.90	-2,138.90
4900 · Interest Income									
Deposit	4/28/2000			Interest			Maximizer Mo...	-2,631.33	-2,631.33
Deposit	4/28/2000			Interest			Savings	-4.35	-2,635.68
Deposit	4/28/2000			Interest			Savings (Endo...	-156.00	-2,791.68
Total 4900 · Interest income								-2,791.68	-2,791.68
10000 · Office Eqpt Maintenance/Repair									
Bill	4/21/2000		Spicer, Dag - Expe...	Repair of We...			2000 · Accoun...	45.99	45.99
Total 10000 · Office Eqpt Maintenance/Repair								45.99	45.99
10025 · Photo Processing									
Bill	4/7/2000		Francis, Wendy-Ann	Photo Proces...	Lectures:...		2000 · Accoun...	13.95	13.95
Bill	4/21/2000		Daniels, Brian	Event Photog...	Lectures:...		2000 · Accoun...	150.00	163.95
Total 10025 · Photo Processing								163.95	163.95
10050 · Video Services									
Bill	4/14/2000	212027	Television Associates	Dub of Lectur...	Sales:lm...		2000 · Accoun...	40.59	40.59
Bill	4/14/2000	212027	Television Associates	Dub of Lectur...	Sales:lm...		2000 · Accoun...	7.94	48.53
Total 10050 · Video Services								48.53	48.53

The Computer Museum History Center Transaction Detail by Account April 2000

05/15/00

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
11050 - Shipping & Delivery									
Bill	4/7/2000		Garcia, Chris - Exp...	Postage for V...	Sales:fm...		2000 - Accoun...	24.50	24.50
Total 11050 - Shipping & Delivery								24.50	24.50
11075 - Mailing Services									
Bill	4/14/2000	7-930...	Federal Express	Shipping of C...	Collectio...		2000 - Accoun...	44.67	44.67
Bill	4/21/2000	2280-...	Federal Express		Collectio...		2000 - Accoun...	21.06	65.73
Bill	4/29/2000	7-931...	Federal Express	Press Conf d...	Public R...		2000 - Accoun...	11.44	77.17
Total 11075 - Mailing Services								77.17	77.17
12025 - Meals/Food									
Bill	4/7/2000		Babcock, Dave - Ex...	Sandwiches f...	1620 Pro...		2000 - Accoun...	30.00	30.00
Bill	4/7/2000		Spicer, Dag - Expe...	Lunch for vol...	Collectio...		2000 - Accoun...	17.94	47.94
Bill	4/7/2000		Francis, Wendy-Ann	Water			2000 - Accoun...	12.30	60.24
Bill	4/7/2000		Francis, Wendy-Ann	Water			2000 - Accoun...	26.84	87.08
Bill	4/21/2000		Garcia, Chris - Exp...	Lunch for Ru...	Business...		2000 - Accoun...	83.90	170.98
Total 12025 - Meals/Food								170.98	170.98
5075 - Salaries/Wages									
Check	4/3/2000	.debit	Paychex	Payroll for 4/...			Checking	6,259.32	6,259.32
Check	4/3/2000	43	Garcia, Chris - Payroll	Salary 4/3/00			Checking	841.68	7,101.00
Check	4/20/2000	.debit	Paychex	Payroll for 4/...			Checking	9,049.68	16,150.68
Check	4/20/2000	49	Garcia, Chris - Payroll	Salary 4/20/00			Checking	841.68	16,992.36
Total 5075 - Salaries/Wages								16,992.36	16,992.36
5150 - LTD Insurance									
Bill	4/4/2000		UNUM	May's LTD In...			2000 - Accoun...	268.80	268.80
Total 5150 - LTD Insurance								268.80	268.80
5225 - FICA-Employer									
Check	4/6/2000	.debit	Paychex	Employer So...			Checking	618.41	618.41
Check	4/6/2000	.debit	Paychex	Employer Me...			Checking	144.15	760.56
Check	4/19/2000	.debit	Paychex	Soc Sec & M...			Checking	1,079.06	1,839.62
Total 5225 - FICA-Employer								1,839.62	1,839.62
5300 - Unemployment-Insurance									
Check	4/6/2000	.debit	Paychex	FUTA 4/5/00			Checking	15.00	15.00
Check	4/6/2000	.debit	Paychex	CA SUI 4/5/00			Checking	63.75	78.75
Check	4/19/2000	.debit	Paychex	FUTA & CA ...			Checking	207.17	285.92
Total 5300 - Unemployment-Insurance								285.92	285.92
5375 - Health Insurance									
Bill	4/22/2000		Lifeguard, Inc.	May's premiu...			2000 - Accoun...	471.26	471.26

06/15/00

The Computer Museum History Center Transaction Detail by Account April 2000

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Total 5375 · Health Insurance								471.26	471.26
5450 · Dental Insurance									
Bill	4/8/2000	C564L7	Blue Cross of Califo...	May Premium			2000 · Accoun...	82.00	82.00
Total 5450 · Dental Insurance								82.00	82.00
5600 · Life Insurance									
Bill	4/4/2000		UNUM	May's Life In...			2000 · Accoun...	117.85	117.85
Total 5600 · Life Insurance								117.85	117.85
5825 · Taxes/Payroll									
Check	4/8/2000	.debit	Paychex	Social Secur...			Checking	616.41	616.41
Check	4/6/2000	.debit	Paychex	Medicare 4/5/...			Checking	144.15	760.56
Check	4/8/2000	.debit	Paychex	Fed Taxes 4/...			Checking	1,549.47	2,310.03
Check	4/6/2000	.debit	Paychex	CA State Tax...			Checking	461.69	2,771.72
Check	4/6/2000	.debit	Paychex	CA Disability ...			Checking	69.58	2,841.30
Check	4/19/2000	.debit	Paychex	Taxes Payroll...			Checking	4,214.40	7,055.70
Total 5825 · Taxes/Payroll								7,055.70	7,055.70
6225 · Collection Moving Expenses									
Bill	4/7/2000		Garcia, Chris - Exp...	Fuel for truck...	Collectio...		2000 · Accoun...	16.71	16.71
Bill	4/7/2000		Garcia, Chris - Exp...	Truck Rental ...	Collectio...		2000 · Accoun...	53.04	69.75
Bill	4/21/2000		Francis, Wendy-Ann	Truck Rental ...	Collectio...		2000 · Accoun...	127.41	197.16
Total 6225 · Collection Moving Expenses								197.16	197.16
6300 · Fund Raising									
Bill	4/7/2000		Wolfe, Karyn J	Copying cost...	Lectures:...		2000 · Accoun...	118.16	118.16
Total 6300 · Fund Raising								118.16	118.16
7025 · Ctrct Psrnl - Management									
Bill	4/21/2000		Spicer, Dag - Expe...	Payment for ...			2000 · Accoun...	600.00	600.00
Total 7025 · Ctrct Psrnl - Management								600.00	600.00
7075 · Payroll service									
Check	4/10/2000	.debit	Paychex	Payroll charg...			Checking	106.10	106.10
Total 7075 · Payroll service								106.10	106.10
8000 · Telephone									
Bill	4/4/2000	0082...	Chorus Call	3/2800 Confe...	Board Ex...		2000 · Accoun...	140.08	140.08
Bill	4/4/2000	0082...	Chorus Call	3/3000 Confe...	Board Ex...		2000 · Accoun...	147.22	287.30
Bill	4/11/2000		Chorus Call	4/4 Marketing...	Board Ex...		2000 · Accoun...	70.72	358.02
Bill	4/17/2000		Pacific Bell	Warehouse p...			2000 · Accoun...	21.62	379.64
Bill	4/18/2000	0083...	Chorus Call	4/10/00 Conf...	Board Ex...		2000 · Accoun...	47.94	427.58
Bill	4/18/2000	0083...	Chorus Call	4/14 Confere...	Board Ex...		2000 · Accoun...	89.08	516.66

05/16/00

The Computer Museum History Center Transaction Detail by Account April 2000

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Bill	4/25/2000		Chorus Call	Board Confer...	Board Ex...		2000 - Accoun...	114.24	630.90
Total 8000 - Telephone								630.90	630.90
8025 - Computer Resource Service									
Bill	4/1/2000	3748	LanLogic	Internet Acce...			2000 - Accoun...	40.00	40.00
Total 8025 - Computer Resource Service								40.00	40.00
8075 - Office Rent									
Bill	4/3/2000		The Enterprise Net...	Office Rent ...			2000 - Accoun...	2,956.50	2,956.50
Total 8075 - Office Rent								2,956.50	2,956.50
9000 - Storage Rent									
Bill	4/15/2000	320	First Street Mini Sto...	Storage Rent...	Collectio...		2000 - Accoun...	295.00	295.00
Total 9000 - Storage Rent								295.00	295.00
9050 - Office Supplies									
Bill	4/7/2000		Francis, Wendy-Ann	Toner for prin...			2000 - Accoun...	269.47	269.47
Bill	4/7/2000		Francis, Wendy-Ann	Cleaning Sup...			2000 - Accoun...	36.45	305.92
Bill	4/7/2000		Francis, Wendy-Ann	Cleaning Sup...			2000 - Accoun...	38.01	343.93
Bill	4/21/2000		Spicer, Dag - Expe...	Disposable C...	Collectio...		2000 - Accoun...	21.83	365.56
Bill	4/21/2000		Wolfe, Karyn J	Rotodex and ...			2000 - Accoun...	24.84	390.40
Total 9050 - Office Supplies								390.40	390.40
9075 - Photocopying									
Bill	4/21/2000		Garcia, Chris - Exp...	Programs for ...	Lectures:...		2000 - Accoun...	55.61	55.61
Total 9075 - Photocopying								55.61	55.61
TOTAL								0.00	0.00

Reconciliation Report

5/15/2000

Checking account reconciled for the period ending 04/28/2000

Cleared Transactions

Previous Balance		14,208.21
Cleared Checks and Payments	32 Items	-50,529.50
Cleared Deposits and Other Credits	3 Items	60,000.00
Cleared Balance		23,678.71

Uncleared Transactions

Uncleared Checks and Payments	16 Items	-7,266.14
Uncleared Deposits and Other Credits	1 Items	38.90

New Transactions

Account Balance as of 04/28/2000 (statement closing date)		16,451.47
New Checks and Payments	25 Items	-58,436.07
New Deposits and Other Credits	2 Items	30,000.00
Ending Account Balance		-11,984.60

Reconciliation Report

5/15/2000

Checking account reconciled for the period ending 04/28/2000

Date	No.	Payee	Memo	Account	C	Amount
Cleared Transactions:						
Cleared Checks and Payments:						
04/03/2000	.debit	Paychex		Checking	X	-6,259.32
04/06/2000	.debit	Paychex		Checking	X	-3,680.61
04/10/2000	.debit	Paychex	Payroll Costs	Checking	X	-106.10
04/19/2000	.debit	Paychex		Checking	X	-5,500.63
04/20/2000	.debit	Paychex		Checking	X	-9,049.68
03/06/2000	31	Garcia, Chris - Payroll	Reimbursement Truck R...	Checking	X	-796.18
01/24/2000	1136	Babcock, Dave - Expense ...	Reimbursement for 1620...	Checking	X	-64.72
02/23/2000	1171	Babcock, Dave - Expense ...	Reimbursement for 1620...	Checking	X	-18.75
02/28/2000	1176	Garcia, Chris - Expense Re...	Reimbursement for Paint...	Checking	X	-90.41
03/15/2000	1182	Babcock, Dave - Expense ...		Checking	X	-134.05
03/15/2000	1183	Baskin Robbins		Checking	X	-101.25
03/29/2000	1190	Bluc Cross of California	April Premium	Checking	X	-82.00
03/29/2000	1191	Chorus Call	2/23 Conference call by ...	Checking	X	-191.52
03/29/2000	1192	Francis, Wendy-Ann		Checking	X	-367.46
03/29/2000	1193	Garcia, Chris - Expense Re...	Reimbursement forKinko...	Checking	X	-105.96
03/29/2000	1194	Hotel Sofitel	Deposit for 2000 Fellow ...	Checking	X	-1,000.00
03/29/2000	1195	UNUM		Checking	X	-197.49
03/29/2000	1196	Francis, Wendy-Ann	Petty Cash Reimbursment	Checking	X	-94.43
03/30/2000	1197	Toole, John	Reimbursement for movi...	Checking	X	-19,565.62
03/30/2000	1198	Toole, John	Reimbursement for meal...	Checking	X	-638.45
04/06/2000	1199	Prima Printing	Invoice No. 2703	Checking	X	-144.13
04/06/2000	1200	Chorus Call		Checking	X	-266.56
04/06/2000	1201	First Street Mini Storage	320	Checking	X	-295.00
04/06/2000	1202	Lifeguard, Inc.	April's Premium	Checking	X	-471.26
04/06/2000	1203	OpportunityNOCS.org	Payment for Online job p...	Checking	X	-80.00
04/06/2000	1204	Pacific Bell	650 964 1231 551 N 7 159	Checking	X	-21.09
04/07/2000	1205	Babeock, Dave - Expense ...	Payment for sandwiches ...	Checking	X	-30.00
04/07/2000	1206	Francis, Wendy-Ann	Reimbursement for Offic...	Checking	X	-397.02
04/07/2000	1207	Garcia, Chris - Expense Re...	Reimbursement for Truc...	Checking	X	-94.25
04/07/2000	1208	Spicer, Dag - Expense Rei...	Reimbursement for Lunc...	Checking	X	-17.94
04/21/2000	1213	Spicer, Dag - Expense Rei...	Payment for Column in ...	Checking	X	-600.00
04/21/2000	1220	Spicer, Dag - Expense Rei...	Reimbursement for CD ...	Checking	X	-67.62
Total Cleared Checks and Payments					32 Items	-50,529.50

Cleared Deposits and Other Credits:

04/03/2000				Checking	X	25,000.00
04/05/2000				Checking	X	10,000.00
04/19/2000				Checking	X	25,000.00
Total Cleared Deposits and Other Credits					3 Items	60,000.00

Reconciliation Report

5/15/2000

Checking account reconciled for the period ending 04/28/2000

Date	No.	Payee	Memo	Account	C	Amount
Total Cleared Transactions					35 Items	9,470.50

Uncleared Transactions as of 04/28/2000:

Uncleared Checks and Payments:

01/31/2000	.debit	Bank of America		Checking		-29.70
01/13/2000	1	Paychex		Checking		-591.46
03/20/2000	37	Garcia, Chris - Payroll	Reimbursement Truck R...	Checking		-843.87
04/03/2000	43	Garcia, Chris - Payroll	Reimbursement Truck R...	Checking		-841.68
04/20/2000	49	Garcia, Chris - Payroll		Checking		-841.68
06/11/1999	685	Hotchkiss, John - Expense ...	seminar fee	Checking		-55.00
04/26/2000	1024	San Jose Mercury News	Mercury New May - July	Checking		-44.01
04/07/2000	1209	Wolfe, Karyn J	Reimbursement for phot...	Checking		-118.16
04/21/2000	1210	Wolfe, Karyn J	Reimbursement for Offic...	Checking		-24.84
04/21/2000	1211	UNUM	Aprils Premium	Checking		-310.99
04/21/2000	1212	The Enterprise Network, Inc.	Office Rent for March	Checking		-2,956.50
04/21/2000	1215	LanLogic		Checking		-30.00
04/21/2000	1216	Garcia, Chris - Expense Re...	Reimbursement for Lc B...	Checking		-139.51
04/21/2000	1217	Francis, Wendy-Ann	Reimbursement for Heng...	Checking		-127.41
04/21/2000	1218	Davkore	Video dubs and fulfillme...	Checking		-229.33
04/26/2000	1219	Blue Cross of California	May Premium	Checking		-82.00
Total Uncleared Checks and Payments					16 Items	-7,266.14

Uncleared Deposits and Other Credits:

04/21/2000	111	Anonymous		Checking		38.90
Total Uncleared Deposits and Other Credits					1 Items	38.90

Total Uncleared Transactions as of 04/28/2000

17 Items -7,227.24

New Transactions:

New Checks and Payments:

05/01/2000	.debit	Paychex		Checking		-45.51
05/03/2000	.debit	Paychex		Checking		-19,818.22
05/10/2000	.debit	Paychex		Checking		-106.80
05/01/2000	747	Office Max		Checking		-31.11
05/01/2000	748	Office Max		Checking		-78.67
06/01/2000	1111	TransTechnology	2nd half of costs to move...	Checking		-22,303.20
05/04/2000	1221	Wolfe, Karyn J	Reimbursement for Fol...	Checking		-962.23
05/04/2000	1222	Babcock, Dave - Expense ...	Payment for sandwiches ...	Checking		-48.75
05/04/2000	1223	Chorus Call		Checking		-495.04

Reconciliation Report

5/15/2000

Checking account reconciled for the period ending 04/28/2000

Date	No.	Payee	Memo	Account	C	Amount
05/04/2000	1224	First Street Mini Storage	320	Checking		-295.00
05/04/2000	1225	Pacific Bell	650 964 1231 551 N 7 159	Checking		-21.62
05/04/2000	1226	Francis, Wendy-Ann	Reimbursement	Checking		-2,164.21
05/04/2000	1227	Pfefferkorn, Charles - Exp...	Photo Processing	Checking		-39.42
05/04/2000	1228	Spicer, Dag - Expense Rei...	Reimbursement for Carp...	Checking		-172.21
05/04/2000	1229	Television Associates		Checking		-7.94
05/04/2000	1230	Toole, Patrick	Reimbursement for Lunc...	Checking		-29.81
05/04/2000	1231	Lifeguard, Inc.	May's Premium	Checking		-471.26
05/04/2000	1232	Federal Express	2280-0049-3	Checking		-65.73
05/10/2000	1233	Francis, Wendy-Ann	Reimbursement	Checking		-476.33
05/10/2000	1234	Francis, Wendy-Ann	Petty Cash reimbursement	Checking		-362.97
05/10/2000	1235	Courtney, Lee I	Reimbursement for Press...	Checking		-205.62
05/10/2000	1236	Mathews, Karen	Reimbursement	Checking		-7,116.33
05/10/2000	1237	The Enterprise Network, Inc.	Office Rent for April	Checking		-2,956.50
05/10/2000	1238	Federal Express	2280-0049-3	Checking		-11.44
05/12/2000	1239	Wolfe, Karyn J	Reimbursement for stamps	Checking		-150.15
Total New Checks and Payments					25 Items	-58,436.07
New Deposits and Other Credits:						
05/03/2000				Checking		20,000.00
05/12/2000				Checking		10,000.00
Total New Deposits and Other Credits					2 Items	30,000.00
Total New Transactions					27 Items	-28,436.07



P.O. Box 3670
 Rancho Cordova, CA 95741-3630

1130
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THE COMPUTER MUSEUM HISTORY CENTER
 PO BOX 367
 MOFFETT FIELD CA 94035-0367

**Your Bank of America
 Combined Account
 Statement**

Statement Date: April 28, 2000

Priority Customer Service
 Call: 1-800-878-1433, 24 hours,
 7 days a week

Written Inquiries
 Bank of America
 Sharon Heights Branch
 PO Box 37176
 San Francisco, CA 94137-0001

Customer since 1998
 Bank of America appreciates your
 business and we enjoy serving you.

Summary of Your Deposit Accounts

Account	Account Number	Your Balance
Business Checking	11305-01900	\$ 23,878.71
Bus. Interest Maximizer	* 11308-01116	677,621.22
Regular Savings	* 11303-01418	5,310.41
Business Savings	* 11304-01819	180,398.61
Total Balances		\$ 897,009.95

*Combined balances in these accounts may be used to eliminate monthly checking account service charges.

Your Business Checking Account

Account Number: 11305-01900
 Statement Period: April 1 through April 28, 2000

Beginning Balance on 04/01/00	\$14,208.21
Total Deposits and Credits	+ 60,000.00
Total Checks, Withdrawals, Transfers, Account Fees	- 50,529.50
Ending Balance	\$23,878.71

Number of checks paid	27
Number of 24 Hour Customer Service Calls	
Self-Service	2
Assisted	0

6 of your Customer Service Calls are free of charge each statement period.

Important Information About Your Account

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.

Please refer to the FACTS section of your statement for important information about your monthly service charge.

Check Card transactions made in non-US\$ are converted by Visa to US\$. The conversion rate is a wholesale market or government mandated rate in effect 1 day before conversion, plus an adjustment factor (AF). The AF is 1% for Gold/Platinum (received by Visa) and 3% for other Check Cards (2% received by us and 1% by Visa). AF may change without notice.



THE COMPUTER MUSEUM HISTORY CENTER

Statement Date: April 28, 2000

Account Activity

Date Posted	Description	Reference #	Debits	Credits	Daily Balance
04/03	Deposit			\$ 25,000.00	
04/03	Check # 1190		\$ 82.00		
04/03	Check # 1197		19,565.62		\$19,560.59
04/04	Check # 1195		\$ 197.49		\$19,363.10
04/05	Deposit			\$ 10,000.00	
04/05	Check # 1184		\$ 1,000.00		
04/05	Payroll Paychex Inc. Co ID: 1161124166 The Computer Museum HI ID# 04469100025829x Ref:021000020427166		6,259.32		\$22,103.78
04/06	Check # 1191		\$ 181.52		
04/06	Check # 1196		84.43		
04/08	Taxes Paychex Tps Co ID: 1161124166 The Computer Museum HI ID# 559835 5719 Ref:021000021506799		3,680.61		\$18,137.22
04/07	Check # 31		\$ 796.18		
04/07	Check # 1183		101.25		
04/07	Check # 1198		638.45		\$16,801.34
04/10	Invoice Paychex Eib Co ID: 9000000086 The Computer Museum HI ID# X04468500012139 Ref:021000028275642		\$ 106.10		\$16,495.24
04/11	Check # 1202		\$ 471.26		
04/11	Check # 1203		80.00		\$15,943.98
04/12	Check # 1189		\$ 144.13		
04/12	Check # 1201		285.00		
04/12	Check # 1204		21.09		\$15,483.76
04/13	Check # 1192		\$ 387.46		
04/13	Check # 1200		266.56		
04/13	Check # 1206		387.02		\$14,452.72
04/18	Deposit			\$ 25,000.00	
04/18	Check # 1136		\$ 84.72		
04/18	Check # 1171		18.75		
04/18	Check # 1182		134.05		
04/18	Check # 1205		30.00		\$39,205.20
04/19	Check # 1176		\$ 90.41		
04/19	Check # 1193		105.96		
04/19	Check # 1207		94.26		
04/19	Payroll Paychex Inc. Co ID: 1161124166 The Computer Museum HI ID# 04523000012337x Ref:043000094081123		9,049.68		\$29,864.90
04/20	Taxes Paychex Tps Co ID: 1161124166 The Computer Museum HI ID# 559835 5770 Ref:021000023686961		\$ 5,500.63		\$24,364.27
04/28	Check # 1208		\$ 17.84		
04/28	Check # 1213		800.00		
04/28	Check # 1220		87.92		\$23,678.71

Overdraft Protection Plan

Savings Account 11303-01418

Overdraft coverage available \$5,281.06



THE COMPUTER MUSEUM HISTORY CENTER

Statement Date: April 28, 2000

Your Business Interest Maximizer Account

Account Number: 11308-01116
Statement Period: April 1 through April 28, 2000

Beginning Balance on 04/01/00	\$732,451.89
Total Deposits and Credits	+ 2,538.00
Total Checks, Withdrawals, Transfers, Account Fees	- 60,000.00
Interest Paid	+ 2,631.33
Ending Balance	\$677,621.22

Annual Percentage Yield earned this period	5.09%
Interest paid year-to-date	\$11,471.65
Number of 24 Hour Customer Service Calls	
Self-Service	0
Assisted	1

Account Activity

Date Posted	Description	Reference #	Debits	Credits	Daily Balance
04/03	Telephone/Telegraphic Transfers		\$ 25,000.00		\$707,451.89
04/05	Telephone/Telegraphic Transfers		\$ 10,000.00		\$697,451.89
04/08	Deposit			\$ 363.00	\$697,814.89
04/18	Telephone/Telegraphic Transfers		\$ 25,000.00		\$672,814.89
04/19	Deposit			\$ 2,175.00	\$674,889.89
04/28	Interest Paid From 04/01/00 Through 04/28/00			\$ 2,631.33	\$677,621.22

Your Regular Savings Account

Account Number: 11303-01618
Statement Period: April 1 through April 30, 2000

Beginning Balance on 04/01/00	\$5,308.06
Interest Paid	+ 4.35
Ending Balance	\$5,310.41

Annual Percentage Yield earned this period	1.00%
Interest paid year-to-date	\$17.52

Account Activity

Date Posted	Description	Reference Number	Amount
04/28	Interest Paid Interest Paid From 04/01/00 Through 04/30/00		\$4.35

Your Business Savings Account

Account Number: 11304-01819
Statement Period: April 1 through April 30, 2000

Beginning Balance on 04/01/00	\$190,243.61
Interest Paid	+ 156.00
Ending Balance	\$190,399.61

Annual Percentage Yield earned this period	1.00%
Interest paid year-to-date	\$626.41



THE COMPUTER MUSEUM HISTORY CENTER

Statement Date: April 28, 2000

Account Activity

Date Posted	Description	Reference Number	Amount
04/28	Interest Paid Interest Paid From 04/01/00 Through 04/30/00		\$158.00

FACTS - FDIC Insured Account Disclosure Information

Please read this carefully for important information about your Business Checking Account. Effective with your statement period beginning on or after May 16, 2000, we will no longer apply relationship discounts to your monthly service charge. Please call the customer service number printed on your statement if you have any questions or to discuss your current banking relationship.



P.O. Box 3530
Rancho Cordova, CA 95741-3530

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THE COMPUTER MUSEUM HISTORY CENTER
PO BOX 367
MOFFETT FIELD CA 94035-0367

Your Bank of America Combined Account Statement

Statement Date: April 28, 2000

Priority Customer Service
Call: 1-800-678-1433, 24 hours,
7 days a week

Written Inquiries
Bank of America
Sharon Heights Branch
PO Box 37176
San Francisco, CA 94137-0001

Customer since 1998
Bank of America appreciates your
business and we enjoy serving you.

Summary of Your Deposit Accounts

Account	Account Number	Your Balance
Business Checking	11305-01900	\$ 23,878.71
Bus. Interest Maximizer	11308-01116	877,821.22
Regular Savings	11303-01418	5,310.41
Business Savings	11304-01819	190,398.61
Total Balances		\$ 897,009.95

*Combined balances in these accounts may be used to eliminate monthly checking account service charges.

Your Business Checking Account

Account Number: 11305-01900
Statement Period: April 1 through April 28, 2000

Beginning Balance on 04/01/00	\$14,208.21
Total Deposits and Credits	+ 60,000.00
Total Checks, Withdrawals, Transfers, Account Fees	- 50,529.50
Ending Balance	\$23,878.71

Number of checks paid	27
Number of 24 Hour Customer Service Calls	
Self-Service	2
Assisted	0

6 of your Customer Service Calls are free of charge each statement period.

Important Information About Your Account

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.

Please refer to the FACTS section of your statement for important information about your monthly service charge.

Check Card transactions made in non-US\$ are converted by Visa to US\$. The conversion rate is a wholesale market or government mandated rate in effect 1 day before conversion, plus an adjustment factor (AF). The AF is 1% for Gold/Platinum (received by Visa) and 3% for other Check Cards (2% received by us and 1% by Visa). AF may change without notice.



THE COMPUTER MUSEUM HISTORY CENTER

Statement Date: April 28, 2000

Account Activity

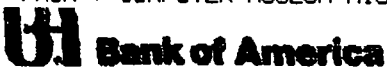
Date Posted	Description	Reference #	Debits	Credits	Daily Balance
04/03	Deposit			\$ 25,000.00	
04/03	Check # 1180		\$ 82.00		
04/03	Check # 1187		19,585.62		\$19,560.59
04/04	Check # 1195		\$ 197.49		\$19,363.10
04/05	Deposit			\$ 10,000.00	
04/05	Check # 1194		\$ 1,000.00		
04/05	Payroll Paychex Inc. Co ID: 1161124168 The Computer Museum HI ID# 04469100025829x Ref:021000020427166		6,259.32		\$22,103.78
04/06	Check # 1191		\$ 191.52		
04/06	Check # 1188		84.43		
04/06	Taxes Paychex Tps Co ID: 1161124168 The Computer Museum HI ID# 559835 5718 Ref:021000021506788		3,680.61		\$18,137.22
04/07	Check # 31		\$ 796.18		
04/07	Check # 1183		101.25		
04/07	Check # 1198		638.45		\$16,601.34
04/10	Invoice Paychex Eib Co ID: 9000000088 The Computer Museum HI ID# X04468500012139 Ref:021000028275842		\$ 108.10		\$16,495.24
04/11	Check # 1202		\$ 471.28		
04/11	Check # 1203		80.00		\$15,943.98
04/12	Check # 1199		\$ 144.13		
04/12	Check # 1201		285.00		
04/12	Check # 1204		21.09		\$15,483.76
04/13	Check # 1192		\$ 387.46		
04/13	Check # 1200		268.58		
04/13	Check # 1208		387.02		\$14,452.72
04/18	Deposit			\$ 25,000.00	
04/18	Check # 1136		\$ 64.72		
04/18	Check # 1171		18.75		
04/18	Check # 1182		134.05		
04/18	Check # 1205		30.00		\$39,205.20
04/19	Check # 1176		\$ 90.41		
04/19	Check # 1193		105.98		
04/19	Check # 1207		94.28		
04/19	Payroll Paychex Inc. Co ID: 1161124168 The Computer Museum HI ID# 04523000012337x Ref:043000084081123		9,049.68		\$29,864.90
04/20	Taxes Paychex Tps Co ID: 1161124168 The Computer Museum HI ID# 559835 5770 Ref:021000023686961		\$ 5,500.83		\$24,364.27
04/28	Check # 1208		\$ 17.94		
04/28	Check # 1213		600.00		
04/28	Check # 1220		87.62		\$23,678.71

Overdraft Protection Plan

Savings Account 11303-01418

Overdraft coverage available \$5,281.06





THE COMPUTER MUSEUM HISTORY CENTER

Statement Date: April 28, 2000

Your Business Interest Maximizer Account

Account Number: 11308-01118
Statement Period: April 1 through April 28, 2000

Beginning Balance on 04/01/00	\$732,451.89
Total Deposits and Credits	+ 2,538.00
Total Checks, Withdrawals, Transfers, Account Fees	- 60,000.00
Interest Paid	+ 2,631.33
Ending Balance	\$677,621.22

Annual Percentage Yield earned this period	5.09%
Interest paid year-to-date	\$11,471.85
Number of 24 Hour Customer Service Calls	0
Self-Service	0
Assisted	1

Account Activity

Date Posted	Description	Reference #	Debits	Credits	Daily Balance
04/03	Telephone/Telegraphic Transfers		\$ 25,000.00		\$707,451.89
04/05	Telephone/Telegraphic Transfers		\$ 10,000.00		\$697,451.89
04/09	Deposit			\$ 363.00	\$697,814.89
04/18	Telephone/Telegraphic Transfers		\$ 25,000.00		\$672,814.89
04/19	Deposit			\$ 2,175.00	\$674,989.89
04/28	Interest Paid From 04/01/00 Through 04/28/00			\$ 2,631.33	\$677,621.22

Your Regular Savings Account

Account Number: 11303-01418
Statement Period: April 1 through April 30, 2000

Beginning Balance on 04/01/00	\$5,308.08
Interest Paid	+ 4.35
Ending Balance	\$5,310.41

Annual Percentage Yield earned this period	1.00%
Interest paid year-to-date	\$17.52

Account Activity

Date Posted	Description	Reference Number	Amount
04/28	Interest Paid Interest Paid From 04/01/00 Through 04/30/00		\$4.35

Your Business Savings Account

Account Number: 11304-01619
Statement Period: April 1 through April 30, 2000

Beginning Balance on 04/01/00	\$190,243.61
Interest Paid	+ 158.00
Ending Balance	\$190,388.61

Annual Percentage Yield earned this period	1.00%
Interest paid year-to-date	\$828.41



THE COMPUTER MUSEUM HISTORY CENTER

Statement Date: April 28, 2000

Account Activity

Date Posted	Description	Reference Number	Amount
04/28	Interest Paid Interest Paid From 04/01/00 Through 04/30/00		\$158.00

FACTS - FDIC Insured Account Disclosure Information

Please read this carefully for important information about your Business Checking Account. Effective with your statement period beginning on or after May 18, 2000, we will no longer apply relationship discounts to your monthly service charge. Please call the customer service number printed on your statement if you have any questions or to discuss your current banking relationship.



CASH REQUIREMENTS AND DEPOSITS REPORT

40005 (R-6)

PAYROLLS BY PAYCHEX

0086-Y017 THE COMPUTER MUSEUM HISTORY CE

PAGE 1

CASH REQUIRED FOR NET PAY AND ELECTRONIC FUNDS TRANSFER (EFT): 15391.99 TOTAL CASH REQUIRED FOR ALL PAYROLL ITEMS: 15391.99

CHECK DATE 04/20/00

*** THIS PAYROLL WAS PROCESSED USING YEAR 2000 COMPLIANT SOFTWARE ***

RTE & TRAN	FROM ACCOUNT NUMBER	TRANSACTION DATE	PRODUCT	DESCRIPTION	BANK TRANSACTION TOTAL
* BANK OF AMERICA 121000358	11305 01900	04/19/00	*** DIRECT DEPOSIT	NET PAY	9049.68
				ACCOUNT TOTAL	9049.68
		04/20/00	*** TAXPAY®	EMPLOYEE TAX WITHHOLDINGS	
				SOCIAL SECURITY	874.54
				MEDICARE	204.52
				FEDERAL	2345.57
				CA STATE	691.05
				CA DBL	98.72
				EMPLOYER TAX EXPENSES	
				SOCIAL SECURITY	874.54
				MEDICARE	204.52
				FUTA	39.46
				CA SUI	167.71
				ACCOUNT TOTAL	5500.63
		04/20/00	PAYROLL	NON-DIRECT DEPOSIT NET PAY	841.68
				ACCOUNT TOTAL	841.68
					15391.99

*** FUNDS TRANSFER WILL OCCUR ON THE TRANSACTION DATE

TOTAL FOR THIS PAYROLL: 15391.99

CASH REQUIRED FOR REMAINING PAYROLL ITEMS*****

CHECK DATE	PRODUCT	DESCRIPTION	TOTAL
			.00
			.00

TAX DEPOSITS YOU MUST MAKE*****

NONE

TAX DEPOSITS MADE BY PAYCHEX FOR YOU*****

THESE DEPOSITS HAVE BEEN MADE ON YOUR BEHALF:

TYPE OF TAX	AMOUNT	DATE
SOC SEC, MEDICARE, FEDERAL	4503.69	ON 04/26/00
STATE CA	789.77	ON 04/26/00

FROM : COMPUTER MUSEUM HISTORY CENTER PHONE NO. : 1 650 604 2594

May 18 2000 12:55PM PS0

DEPARTMENT SUMMARY

40005 (R-6)

PAYROLLS BY PAYCHEX

0085-Y017 THE COMPUTER MUSEUM HISTORY CE

HOURS AND EARNINGS SUMMARY * * * * *

CHECK DATE	REG HRS	REG EARN	OT HRS	OT EARN	VAC HRS	VAC EARN	HOL HRS	HOL EARN	SICK HRS	SICK EARN	MISC HRS	MISC EARN	OTHER EARN1	OTHER EARN2	TOTAL EAR
*****	000100	PAYROLL													
04/06	446.50	9942.30	80.50		27.00				6.50						9942.30
04/20	511.00	14105.76	97.50												14105.76
MTD	957.50	24048.06	178.00		36.00				6.50						24048.06

EMPLOYEE WITHHOLDING TAXES SUMMARY * * * * *

CHECK DATE	SOC W/H	SEC W/H	MED W/H	FED W/H	STATE NAME	STATE W/H	LOCAL NAME	LOCAL W/H	LOCAL NAME	LOCAL W/H	LOCAL NAME	LOCAL W/H	OTHER NAME	OTHER W/H	OTHER NAME	OTHER W/H	TOTAL W/H
04/06	616.41	144.15	1549.47	CA	461.69								CADBL	69.58			2841.30
04/20	874.54	204.52	2345.57	CA	691.05								CADBL	98.72			4214.93
MTD	1490.95	348.67	3895.04	CA	1152.74								CADBL	168.30			7055.23
QTD 2	1490.95	348.67	3895.04	STATE	1152.74								DBL	168.30			7055.23
YTD	5743.23	1343.11	15207.46	STATE	4528.91								DBL	511.28			27333.36

EMPLOYEE VOLUNTARY DEDUCTIONS AND ADJUSTMENTS SUMMARY * * * * *

CHECK DATE	SICK ACCR	SICK TAKEN	VAC ACCR	VAC TAKEN	PERSO NAL	TOTAL
04/06	15.40	9.00	24.55	107.00	3.00	7101.00
04/20	18.48	9.00	29.15	107.00	3.00	9891.30
MTD	33.88	9.00	53.70	107.00	3.00	16992.30
QTD 2	33.88	9.00	53.70	107.00	3.00	16992.30
YTD	269.00	57.00	451.60	156.00	3.00	65300.40

EMPLOYER TAX EXPENSES SUMMARY * * * * *

CHECK DATE	SOC EXP	SEC EXP	MED EXP	FUTA EXP	STATE NAME	SUI EXP	SUI PERCENT	OTHER NAME	OTHER EXP	OTHER NAME	OTHER EXP	EMPLOYER TAX EXP	CHECK DATE	FED TAX LIABILITY	TOTAL COMPENSATIO
04/06	616.41	144.15	15.00	CASUI	63.75	3.4000					839.31	04/06	3070.59	9942.30	
04/20	874.54	204.52	39.46	CASUI	167.71	3.4000					1286.23	04/20	4503.69	14105.76	
MTD	1490.95	348.67	54.46	CASUI	231.46						2125.54	MTD	7574.28	24048.06	
QTD 2	1490.95	348.67	54.46		231.46						2125.54	QTD 2	7574.28	24048.06	
YTD	5743.23	1343.11	418.54		1824.30			DBL/OTH	-.05		9329.13	YTD	29380.14	92634.40	

MISCELLANEOUS INFORMATION * * * * *

CHECK DATE	FED TAX LIABILITY	TOTAL COMPENSATIO
04/06	3070.59	9942.30
04/20	4503.69	14105.76
MTD	7574.28	24048.06
QTD 2	7574.28	24048.06
YTD	29380.14	92634.40

FROM : COMPUTER MUSEUM HISTORY CENTER PHONE NO. : 1 650 604 2594
May, 18 2000 12:55PM PST

CASH REQUIREMENTS AND DEPOSITS REPORT

40005 (12-6)

PAYROLLS BY PAYCHEX

0086-Y017 THE COMPUTER MUSEUM HISTORY CE

PAGE 1

CASH REQUIRED FOR NET PAY AND ELECTRONIC FUNDS TRANSFER (EFT): 10781.61 TOTAL CASH REQUIRED FOR ALL PAYROLL ITEMS: 10781.61

CHECK DATE 04/06/00

*** THIS PAYROLL WAS PROCESSED USING YEAR 2000 COMPLIANT SOFTWARE ***

RTE & TRAN	FROM ACCOUNT NUMBER	TRANSACTION DATE	PRODUCT	DESCRIPTION	BANK TRANSACTION TOTAL
* BANK OF AMERICA 121000358	11305 01900	04/05/00	*** DIRECT DEPOSIT	NET PAY ACCOUNT TOTAL	6259.32 6259.32
		04/06/00	*** TAXPAY®	EMPLOYEE TAX WITHHOLDINGS SOCIAL SECURITY MEDICARE FEDERAL CA STATE CA DBL EMPLOYER TAX EXPENSES SOCIAL SECURITY MEDICARE FUTA CA SUI ACCOUNT TOTAL	616.41 144.15 1549.47 461.69 69.58 616.41 144.15 15.00 63.75 3680.61
		04/06/00	PAYROLL	NON-DIRECT DEPOSIT NET PAY ACCOUNT TOTAL	841.68 841.68

*** FUNDS TRANSFER WILL OCCUR ON THE TRANSACTION DATE

TOTAL FOR THIS PAYROLL: 10781.61

CASH REQUIRED FOR REMAINING PAYROLL ITEMS*****

CHECK DATE	PRODUCT	TOTAL	DESCRIPTION	TOTAL
		.00		
			TOTAL FOR THIS PAYROLL:	.00

TAX DEPOSITS YOU MUST MAKE*****

NONE

TAX DEPOSITS MADE BY PAYCHEX FOR YOU*****

THESE DEPOSITS HAVE BEEN MADE ON YOUR BEHALF:

TYPE OF TAX	AMOUNT	ON	DATE
SOC SEC, MEDICARE, FEDERAL	3070.59	ON	04/12/00
STATE CA	531.27	ON	04/12/00

FROM : COMPUTER MUSEUM HISTORY CENTER PHONE NO. : 1 650 604 2594

May. 18 2000 12:56PM P52

PAYROLLS BY PAYCHEX

0086-Y017 THE COMPUTER MUSEUM HISTORY CE

HOURS AND EARNINGS SUMMARY * * * * *

CHECK DATE	REG HRS	REG EARN	OT HRS	OT EARN	VAC HRS	VAC EARN	HOL HRS	HOL EARN	SICK HRS	SICK EARN	MISC HRS	MISC EARN	OTHER EARN1	OTHER EARN2	TOTAL EARN
------------	---------	----------	--------	---------	---------	----------	---------	----------	----------	-----------	----------	-----------	-------------	-------------	------------

***** 000100 PAYROLL

04/06	446.50	9942.30	80.50		27.00				6.50						9942.30
MTD	446.50	9942.30	80.50		27.00				6.50						9942.30

EMPLOYEE WITHHOLDING TAXES SUMMARY * * * * *

CHECK DATE	SOC W/H	SEC W/H	MED W/H	FED W/H	STATE NAME	STATE W/H	LOCAL NAME	LOCAL W/H	LOCAL NAME	LOCAL W/H	LOCAL NAME	LOCAL W/H	OTHER NAME	OTHER W/H	OTHER NAME	OTHER W/H	TOTAL W/H TAX
------------	---------	---------	---------	---------	------------	-----------	------------	-----------	------------	-----------	------------	-----------	------------	-----------	------------	-----------	---------------

04/06	616.41	144.15		1549.47	CA	461.69							CADBL	69.58			2841.30
MTD	616.41	144.15		1549.47	CA	461.69							CADBL	69.58			2841.30
QTD 2	616.41	144.15		1549.47	STATE	461.69							DBL	69.58			2841.30
YTD	4868.69	1138.59		12861.89	STATE	3837.86							DBL	412.56			23119.59

EMPLOYEE VOLUNTARY DEDUCTIONS AND ADJUSTMENTS SUMMARY * * * * *

CHECK DATE	SICK ACCR	SICK TAKEN	VAC ACCR	VAC TAKEN	PERSO NAL	NET PAY
	1	2	3	4	5	

04/06	15.40	9.00	24.55	107.00	3.00	7101.00
MTD	15.40	9.00	24.55	107.00	3.00	7101.00
QTD 2	15.40	9.00	24.55	107.00	3.00	7101.00
YTD	250.52	57.00	422.45	156.00	3.00	55409.10

EMPLOYER TAX EXPENSES SUMMARY * * * * * **MISCELLANEOUS INFORMATION** * * * * *

CHECK DATE	SOC SEC EXP	MED EXP	FUTA EXP	STATE NAME	SUI EXP	SUI PERCENT	OTHER NAME	OTHER EXP	OTHER NAME	OTHER EXP	EMPLOYER TAX EXP	CHECK DATE	FED TAX LIABILITY	TOTAL COMPENSATION
------------	-------------	---------	----------	------------	---------	-------------	------------	-----------	------------	-----------	------------------	------------	-------------------	--------------------

04/06	616.41	144.15	15.00	CASUI	63.75	3.4000					839.31	04/06	3070.59	9942.30
MTD	616.41	144.15	15.00	CASUI	63.75						839.31	MTD	3070.59	9942.30
QTD 2	616.41	144.15	15.00		63.75						839.31	QTD 2	3070.59	9942.30
YTD	4868.69	1138.59	379.08		1656.59		DBL/OTH	-.05			8042.90	YTD	24876.45	78528.69

FROM : COMPUTER MUSEUM HISTORY CENTER PHONE NO. : 1 650 604 2594

May. 18 2000 12:56PM PS3

The Computer Museum History Center
Disbursements by Account
March 2000

05/15/00

Date	Num	Name	Memo	Amount
Expense				
10050 · Video Services				
3/31/2000		Davkore	Video Dubs and fulfillment for ...	55.64
Total 10050 · Video Services				55.64
10075 · Subscriptions/Dues				
3/29/2000		San Jose Mercury News	Mercury New 04/29/2000 - 07/...	44.01
Total 10075 · Subscriptions/Dues				44.01
11000 · Printing				
3/13/2000		Prima Printing	Business cards for John Toole	144.13
Total 11000 · Printing				144.13
11050 · Shipping & Delivery				
3/31/2000		Davkore	Shipping and Hadling for March	173.69
Total 11050 · Shipping & Delivery				173.69
12000 · Postage & Mailing				
3/24/2000		Francis, Wendy-Ann	Stamps	33.00
3/24/2000		Francis, Wendy-Ann	Postage	15.75
3/24/2000		Francis, Wendy-Ann	Postage for posters	1.20
Total 12000 · Postage & Mailing				49.95
12025 · Meals/Food				
3/6/2000	06411	Babcock, Dave - Expen...	dINNER for 1620 GROUP (PE...	74.05
3/11/2000	767659	Baskin Robbins	Sandwiches for volunteers on ...	45.00
3/11/2000	767660	Babcock, Dave - Expen...	Sandwiches for volunteers on ...	18.75
3/24/2000		Francis, Wendy-Ann	Food and Drink for Computer ...	129.59
3/24/2000		Francis, Wendy-Ann	Water	13.90
3/24/2000		Francis, Wendy-Ann	Water	26.84
3/24/2000		Francis, Wendy-Ann	Refreshments for Speakers	20.20
3/24/2000		Francis, Wendy-Ann	Food for Computer Crime Lect...	88.59
3/24/2000		Francis, Wendy-Ann	Kisses	5.78
3/24/2000		Francis, Wendy-Ann	Food and Drink for Computer ...	36.13
3/24/2000		Francis, Wendy-Ann	Kisses & Goldfish	16.48
3/24/2000		Francis, Wendy-Ann	Foor for Volunteers with MOS ...	21.37
3/24/2000		Francis, Wendy-Ann	Cyber Museum Brainstorming ...	101.10
3/24/2000		Francis, Wendy-Ann	Cyber Museum Brainstorming ...	31.16
3/24/2000		Francis, Wendy-Ann	Cookies for Computer Crime L...	29.95
Total 12025 · Meals/Food				658.89
13000 · Fees/Commissions				
3/14/2000		Bank of America	Fee for wire transfer from Kias...	18.00
Total 13000 · Fees/Commissions				18.00
13025 · Advertising				
3/24/2000	19192	OpportunityNOCS.org	Development Manager job post...	80.00
Total 13025 · Advertising				80.00
5000 · Personnel Expenses				
3/30/2000		Toole, John	Moving expenses for John Too...	19,565.62
3/30/2000		Toole, John	Meals and Food for relocation t...	638.45
Total 5000 · Personnel Expenses				20,204.07
5075 · Salaries/Wages				
3/6/2000	.debit	Paychex	Payroll 3/6/00	6,276.99
3/6/2000	29	Darknight, Gregg	Sairy 3/6/00	1,722.46
3/6/2000	31	Garcia, Chris - Payroll	Salary 3/6/00	796.18
3/15/2000		Darknight, Gregg	Last paycheck for Gregg Darni...	1,437.01
3/20/2000	.debit	Paychex	Payroll 3/20/00	6,276.99
3/20/2000	37	Garcia, Chris - Payroll	Salary 3/20/00	843.87
Total 5075 · Salaries/Wages				17,353.50

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The Computer Museum History Center
Disbursements by Account
March 2000

Date	Num	Name	Memo	Amount
5150 - LTD Insurance				
3/6/2000	0538395	UNUM	April's LTD Ins Premium	259.75
3/6/2000	0538395	UNUM	Adjustment to March Premium	-53.79
Total 5150 - LTD Insurance				205.96
5225 - FICA-Employer				
3/8/2000	.debit	Paychex	Employer Social Security 3/5/00	779.16
3/8/2000	.debit	Paychex	Employer Medicare 3/5/00	182.22
3/23/2000	.debit	Paychex	Employer Social Security 3/19/...	783.33
3/23/2000	.debit	Paychex	Employer Medicare 3/19/00	183.19
Total 5225 - FICA-Employer				1,927.90
5300 - Unemployment-Insurance				
3/8/2000	.debit	Paychex	FUTA 3/5/00	41.77
3/8/2000	.debit	Paychex	CA SUI 3/5/00	177.52
3/23/2000	.debit	Paychex	FUTA 3/19/00	29.38
3/23/2000	.debit	Paychex	CA SUI 3/19/00	124.88
Total 5300 - Unemployment-Insurance				373.55
5375 - Health Insurance				
3/17/2000		Lifeguard, Inc.	March's premium	471.26
Total 5375 - Health Insurance				471.26
5450 - Dental Insurance				
3/7/2000	C564L7	Blue Cross of California	April Premium	82.00
Total 5450 - Dental Insurance				82.00
5600 - Life Insurance				
3/6/2000	0538395	UNUM	April's Life Ins Premium	126.90
3/6/2000	0538395	UNUM	Adjustment to March premium	-21.87
Total 5600 - Life Insurance				105.03
5825 - Taxes/Payroll				
3/8/2000	.debit	Paychex	Social Security 3/5/00	779.16
3/8/2000	.debit	Paychex	Medicare 3/5/00	182.22
3/8/2000	.debit	Paychex	Fed Taxes 3/5/00	2,116.96
3/8/2000	.debit	Paychex	CA State Taxes 3/5/00	630.51
3/8/2000	.debit	Paychex	CA Disability 3/5/00	62.84
3/23/2000	.debit	Paychex	Social Security 3/19/00	783.33
3/23/2000	.debit	Paychex	Medicare 3/19/00	183.19
3/23/2000	.debit	Paychex	Fed Taxes 3/19/00	2,127.05
3/23/2000	.debit	Paychex	CA State Taxes 3/19/00	634.54
3/23/2000	.debit	Paychex	CA Disability 3/19/00	63.18
Total 5825 - Taxes/Payroll				7,562.98
6300 - Fund Raising				
3/29/2000		Hotel Sofitel	Deposit for 2000 Fellow Award...	1,000.00
Total 6300 - Fund Raising				1,000.00
6450 - Fund Raising - Graphic Svcs				
3/24/2000		Francis, Wendy-Ann	Printing for Donor appreciation ...	85.73
Total 6450 - Fund Raising - Graphic Svcs				85.73
6600 - History Talks				
3/9/2000	00-01	Mabry, John R	Transcription of Superpaint Lec...	245.00
Total 6600 - History Talks				245.00
7075 - Payroll service				
3/6/2000	.debit	ADP	W2 Reprint for Gwen Bell	66.25
Total 7075 - Payroll service				66.25
8000 - Telephone				
3/7/2000		Chorus Call	3/7 conference call by board m...	74.80

**The Computer Museum History Center
Disbursements by Account
March 2000**

05/16/00

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
3/14/2000		Chorus Call	3/10 conference call by board ...	191.76
3/17/2000		Pacific Bell	Warehouse phone bill	21.09
Total 8000 · Telephone				287.65
8025 · Computer Resource Service				
3/1/2000	3609	LanLogic	Internet Access and mail servic...	40.00
Total 8025 · Computer Resource Service				40.00
8075 · Office Rent				
3/3/2000	12642	The Enterprise Network,...	Office Rent Februyay 00	2,956.50
Total 8075 · Office Rent				2,956.50
9000 · Storage Rent				
3/16/2000		First Street Mini Storage	Storage Rent for April	295.00
Total 9000 · Storage Rent				295.00
9050 · Office Supplies				
3/24/2000		Garcia, Chris - Expense...	Long Phone cord	7.57
3/24/2000		Francis, Wendy-Ann	Battery	2.37
Total 9050 · Office Supplies				9.94
9055 · Warehouse Supplies				
3/24/2000		Garcia, Chris - Expense...	Stakes for signs	17.20
3/24/2000		Francis, Wendy-Ann	Collection Cleaning Supplies	16.75
Total 9055 · Warehouse Supplies				33.95
9075 · Photocopying				
3/24/2000		Garcia, Chris - Expense...	Signs for lecture	81.19
Total 9075 · Photocopying				81.19
Total Expense				54,611.77
Net Income				-54,611.77

The Computer Museum History Center
Transaction Detail by Account
March 2000

05/15/00

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Checking									
Bill Pmt -Check	3/1/2000	1172	Blue Cross of Califo...	February & M...		X	2000 · Accoun...	-148.00	-148.00
Bill Pmt -Check	3/1/2000	1173	First Street Mini Sto ..	320		X	2000 · Accoun...	-295.00	-443.00
Bill Pmt -Check	3/1/2000	1178	Chorus Call			X	2000 · Accoun...	-254.58	-697.58
Bill Pmt -Check	3/1/2000	1179	NASA Ames Resea...	Warehouse ...		X	2000 · Accoun...	-7,305.00	-8,002.58
Bill Pmt -Check	3/1/2000	1180	Television Associates			X	2000 · Accoun...	-40.59	-8,043.17
Bill Pmt -Check	3/2/2000	1174	Chorus Call	1/24 Confere...		X	2000 · Accoun...	-93.54	-8,136.71
Transfer	3/2/2000			Funds Transfer		X	Maximizer Mo...	7,500.00	-636.71
Check	3/6/2000	.debit	ADP			X	7075 · Payroll ...	-66.25	-702.96
Check	3/6/2000	.debit	Paychex			X	5075 · Salarie...	-6,276.99	-6,979.95
Check	3/6/2000	29	Darknight, Gregg			X	5075 · Salarie...	-1,722.46	-8,702.41
Check	3/6/2000	31	Garcia, Chris - Payroll	Reimbursem...		X	5075 · Salarie...	-796.18	-9,498.59
Transfer	3/8/2000			Funds Transfer		X	Maximizer Mo...	15,000.00	5,501.41
Check	3/8/2000	.debit	Paychex			X	-SPLIT-	-4,952.36	549.05
Bill Pmt -Check	3/10/2000	.debit	Paychex	Payroll Costs		X	2000 · Accoun...	-60.35	488.70
Bill Pmt -Check	3/15/2000	1182	Babcock, Dave - Ex...			X	2000 · Accoun...	-134.05	354.65
Bill Pmt -Check	3/15/2000	1183	Baskin Robbins			X	2000 · Accoun...	-101.25	253.40
Bill Pmt -Check	3/15/2000	1184	Chorus Call			X	2000 · Accoun...	-213.90	39.50
Bill Pmt -Check	3/15/2000	1185	Mabry, John R	Transcription ...		X	2000 · Accoun...	-245.00	-205.50
Bill Pmt -Check	3/15/2000	1186	Prima Printing	Invoice No. 2...		X	2000 · Accoun...	-178.61	-384.11
Bill Pmt -Check	3/15/2000	1187	The Enterprise Nel...	Office Rent f...		X	2000 · Accoun...	-2,956.50	-3,340.61
Bill Pmt -Check	3/15/2000	1188	Darknight, Gregg	Last paychec...		X	2000 · Accoun...	-1,437.01	-4,777.62
Bill Pmt -Check	3/15/2000	1189	Lifeguard, Inc.	March's Pre...		X	2000 · Accoun...	-164.38	-4,942.00
Bill Pmt -Check	3/15/2000	1181	Pacific Bell	650 964 123...		X	2000 · Accoun...	-22.25	-4,964.25
Check	3/20/2000	.debit	Paychex			X	5075 · Salarie...	-6,276.99	-11,241.24
Check	3/20/2000	37	Garcia, Chris - Payroll	Reimbursem...		X	5075 · Salarie...	-843.87	-12,085.11
Transfer	3/22/2000			Funds Transfer		X	Maximizer Mo...	20,000.00	7,914.89
Check	3/23/2000	.debit	Paychex			X	-SPLIT-	-4,912.07	3,002.82
Bill Pmt -Check	3/29/2000	1190	Blue Cross of Califo...	April Premium		X	2000 · Accoun...	-82.00	2,920.82
Bill Pmt -Check	3/29/2000	1191	Chorus Call	2/23 Confere...		X	2000 · Accoun...	-191.52	2,729.30
Bill Pmt -Check	3/29/2000	1192	Francis, Wendy-Ann			X	2000 · Accoun...	-367.46	2,361.84
Bill Pmt -Check	3/29/2000	1193	Garcia, Chris - Exp...	Reimbursem...		X	2000 · Accoun...	-105.96	2,255.88
Bill Pmt -Check	3/29/2000	1194	Hotel Sofitel	Deposit for 2...		X	2000 · Accoun...	-1,000.00	1,255.88
Bill Pmt -Check	3/29/2000	1195	UNUM			X	2000 · Accoun...	-197.49	1,058.39
Bill Pmt -Check	3/29/2000	1196	Francis, Wendy-Ann	Petty Cash R...		X	2000 · Accoun...	-94.43	963.96
Bill Pmt -Check	3/30/2000	1197	Toole, John	Reimbursem...		X	2000 · Accoun...	-19,565.62	-18,601.66
Bill Pmt -Check	3/30/2000	1198	Toole, John	Reimbursem...		X	2000 · Accoun...	-638.45	-19,240.11
Cash Sale	3/31/2000	110	Fish & Richardson		General f...	X	-SPLIT-	1,000.00	-18,240.11
Payment	3/31/2000		Chase Manhattan			X	1200 · Accoun...	127.97	-18,112.14
Payment	3/31/2000		California State Uni...			X	1200 · Accoun...	65.61	-18,046.53
Payment	3/31/2000		RIPE NCC			X	1200 · Accoun...	63.99	-17,982.54
Payment	3/31/2000		AT&T Laboratories ...			X	1200 · Accoun...	63.99	-17,918.55
Payment	3/31/2000		Insight Media			X	1200 · Accoun...	85.00	-17,833.55
Payment	3/31/2000		CheckFree Corpora...			X	1200 · Accoun...	59.00	-17,774.55
Payment	3/31/2000		Klueber, George			X	1200 · Accoun...	41.99	-17,732.56
Payment	3/31/2000		HQ USAF Academy			X	1200 · Accoun...	13.00	-17,719.56
Payment	3/31/2000		Insight Media			X	1200 · Accoun...	59.00	-17,660.56

The Computer Museum History Center Transaction Detail by Account March 2000

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Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Payment	3/31/2000		Insight Media			X	1200 · Accoun...	85.00	-17,575.58
Payment	3/31/2000		Gray, Curtis			X	1200 · Accoun...	88.98	-17,506.58
Payment	3/31/2000		Tom Velchek			X	1200 · Accoun...	173.95	-17,332.63
Total Checking								-17,332.63	-17,332.63
Maximizer Money Market									
Transfer	3/2/2000			Funds Transfer		X	Checking	-7,500.00	-7,500.00
Transfer	3/8/2000			Funds Transfer		X	Checking	-15,000.00	-22,500.00
Payment	3/8/2000		NHK Television			X	1200 · Accoun...	160.00	-22,340.00
Payment	3/14/2000		Kiasma, Museum of...			X	1200 · Accoun...	330.00	-22,010.00
Check	3/14/2000	.debit	Bank of America			X	13000 · Fees/...	-18.00	-22,028.00
Deposit	3/15/2000			Deposit		X	-SPLIT-	941.00	-21,087.00
Transfer	3/22/2000			Funds Transfer		X	Checking	-20,000.00	-41,087.00
Deposit	3/31/2000			Interest		X	4900 · Interest...	3,119.86	-37,967.14
Total Maximizer Money Market								-37,967.14	-37,967.14
Savings									
Deposit	3/31/2000			Interest		X	4900 · Interest...	4.49	4.49
Total Savings								4.49	4.49
Savings (Endowment)									
Deposit	3/31/2000			Interest		X	4900 · Interest...	161.06	161.06
Total Savings (Endowment)								161.06	161.06
1200 · Accounts Receivable									
Payment	3/8/2000		NHK Television				Maximizer Mo...	-160.00	-160.00
Invoice	3/14/2000	41	Miller Freeman	Computer Co...	Sales:Im...		-SPLIT-	200.00	40.00
Payment	3/14/2000	391568	Miller Freeman				1499 · Undepo...	-200.00	-160.00
Invoice	3/14/2000	42	Unified School Distr...		Sales:Po...		4120 · Poster ...	10.00	-150.00
Payment	3/14/2000	6512	Unified School Distr...				1499 · Undepo...	-10.00	-160.00
Payment	3/14/2000		Kiasma, Museum of...				Maximizer Mo...	-330.00	-490.00
Invoice	3/31/2000	49	Chase Manhattan		Sales:Vi...		-SPLIT-	127.97	-362.03
Invoice	3/31/2000	50	California State Uni...		Sales:Vi...		-SPLIT-	65.61	-296.42
Invoice	3/31/2000	51	RIPE NCC		Sales:Vi...		-SPLIT-	63.99	-232.43
Invoice	3/31/2000	52	AT&T Laboratories ...		Sales:Vi...		-SPLIT-	63.99	-168.44
Invoice	3/31/2000	53	Tom Velchek		Sales:Vi...		-SPLIT-	173.95	5.51
Invoice	3/31/2000	54	Insight Media		Sales:Vi...		-SPLIT-	85.00	90.51
Invoice	3/31/2000	55	CheckFree Corpora...		Sales:Vi...		-SPLIT-	59.00	149.51
Invoice	3/31/2000	56	Klueber, George		Sales:Vi...		-SPLIT-	41.99	191.50
Invoice	3/31/2000	57	HQ USAF Academy		Sales:Vi...		-SPLIT-	13.00	204.50
Invoice	3/31/2000	58	Insight Media		Sales:Vi...		-SPLIT-	59.00	263.50
Invoice	3/31/2000	59	Insight Media		Sales:Vi...		-SPLIT-	85.00	348.50
Invoice	3/31/2000	60	Gray, Curtis		Sales:Vi...		-SPLIT-	68.98	417.48
Payment	3/31/2000	31	Discovery Channel				1499 · Undepo...	-50.00	367.48
Payment	3/31/2000		Chase Manhattan				Checking	-127.97	239.51

The Computer Museum History Center Transaction Detail by Account March 2000

05/15/00

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Payment	3/31/2000		California State Uni...				Checking	-65.61	173.90
Payment	3/31/2000		RIPE NCC				Checking	-63.99	109.91
Payment	3/31/2000		AT&T Laboratories ...				Checking	-63.99	45.92
Payment	3/31/2000		Insight Media				Checking	-85.00	-39.08
Payment	3/31/2000		CheckFree Corpora...				Checking	-59.00	-98.08
Payment	3/31/2000		Klueber, George				Checking	-41.99	-140.07
Payment	3/31/2000		HQ USAF Academy				Checking	-13.00	-153.07
Payment	3/31/2000		Insight Media				Checking	-59.00	-212.07
Payment	3/31/2000		insight Media				Checking	-85.00	-297.07
Payment	3/31/2000		Gray, Curtis				Checking	-68.98	-366.05
Payment	3/31/2000		Tom Vetchek				Checking	-173.95	-540.00
Total 1200 - Accounts Receivable								-540.00	-540.00
1499 - Undeposited Funds									
Cash Sale	3/2/2000	106	Kaminsky, Mark E		General f...	X	4510 - Ind Op...	100.00	100.00
Cash Sale	3/3/2000	107	Anonymous	Money from ...	General f...	X	4510 - Ind Op...	10.00	110.00
Payment	3/14/2000	391568	Miller Freeman			X	1200 - Accoun...	200.00	310.00
Cash Sale	3/14/2000	108	Compaq	Matching Fun...	General f...	X	4530 - Corp O...	500.00	810.00
Payment	3/14/2000	6512	Unified School Distr...			X	1200 - Accoun...	10.00	820.00
Deposit	3/15/2000	228	Herring, Patricia N	Deposit	General f...	X	Maximizer Mo...	-100.00	720.00
Deposit	3/15/2000	247	Kaminsky, Mark E	Deposit	General f...	X	Maximizer Mo...	-100.00	620.00
Deposit	3/15/2000	391568	Miller Freeman	Deposit	Sales:Im...	X	Maximizer Mo...	-200.00	420.00
Deposit	3/15/2000	377773	Compaq	Matching Fun...	General f...	X	Maximizer Mo...	-500.00	-80.00
Deposit	3/15/2000	6512	Unified School Distr...	Deposit	Sales:Po...	X	Maximizer Mo...	-10.00	-90.00
Deposit	3/15/2000		Anonymous	Deposit	General f...	X	Maximizer Mo...	-21.00	-111.00
Deposit	3/15/2000		Anonymous	Money from ...	General f...	X	Maximizer Mo...	-10.00	-121.00
Payment	3/31/2000	31	Discovery Channel			X	1200 - Accoun...	50.00	-71.00
Total 1499 - Undeposited Funds								-71.00	-71.00
2000 - Accounts Payable									
Bill Pmt -Check	3/1/2000	1172	Blue Cross of Califo...	February & M...			Checking	148.00	148.00
Bill Pmt -Check	3/1/2000	1173	First Street Mini Sto...	320			Checking	295.00	443.00
Bill Pmt -Check	3/1/2000	1178	Chorus Call				Checking	254.58	697.58
Bill Pmt -Check	3/1/2000	1179	NASA Ames Resea...	Warehouse ...			Checking	7,305.00	8,002.58
Bill Pmt -Check	3/1/2000	1180	Television Associates				Checking	40.59	8,043.17
Bill	3/1/2000	3609	LanLogic	Internet Acce...			8025 - Comput...	-40.00	8,003.17
Bill Pmt -Check	3/2/2000	1174	Chorus Call	1/24 Confere...			Checking	93.54	8,096.71
Bill	3/3/2000	12642	The Enterprise Net...	Office Rent f...			8075 - Office ...	-2,956.50	5,140.21
Bill	3/8/2000	0538...	UNUM	Aprils Premium			-SPLIT-	-310.99	4,829.22
Bill	3/8/2000	06411	Babcock, Dave - Ex...	Reimbursen...			12025 - Meals...	-74.05	4,755.17
Bill	3/7/2000	C564L7	Blue Cross of Califo...	April Premium			5450 - Dental I...	-82.00	4,673.17
Bill	3/7/2000		Chorus Call	3/7/00 Confer...			8000 - Teleph...	-74.80	4,598.37
Bill	3/9/2000	00-01	Mabry, John R	Transcription ...			6600 - History ...	-245.00	4,353.37
Bill Pmt -Check	3/10/2000	.debit	Paychax	Payroll Costs			Checking	60.35	4,413.72
Bill	3/11/2000	767659	Baskin Robbins	Payment for ...			12025 - Meals...	-45.00	4,368.72
Bill	3/11/2000	767660	Babcock, Dave - Ex...	Payment for ...			12025 - Meals...	-18.75	4,349.97

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The Computer Museum History Center
Transaction Detail by Account
 March 2000

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Check	3/8/2000	.debit	Paychex	Employer So...			Checking	779.16	779.16
Check	3/8/2000	.debit	Paychex	Employer Me...			Checking	182.22	961.38
Check	3/23/2000	.debit	Paychex	Employer So...			Checking	783.33	1,744.71
Check	3/23/2000	.debit	Paychex	Employer Me...			Checking	183.19	1,927.90
Total 5225 - FICA-Employer								1,927.90	1,927.90
5300 - Unemployment-Insurance									
Check	3/8/2000	.debit	Paychex	FUTA 3/5/00			Checking	41.77	41.77
Check	3/8/2000	.debit	Paychex	CA SUI 3/5/00			Checking	177.52	219.29
Check	3/23/2000	.debit	Paychex	FUTA 3/19/00			Checking	29.38	248.67
Check	3/23/2000	.debit	Paychex	CA SUI 3/19/...			Checking	124.88	373.55
Total 5300 - Unemployment-Insurance								373.55	373.55
5375 - Health Insurance									
Bill	3/17/2000		Lifeguard, Inc.	March's prem...			2000 - Accoun...	471.28	471.28
Total 5375 - Health Insurance								471.28	471.28
5450 - Dental Insurance									
Bill	3/7/2000	C584L7	Blue Cross of Califo...	April Premium			2000 - Accoun...	82.00	82.00
Total 5450 - Dental Insurance								82.00	82.00
5600 - Life Insurance									
Bill	3/8/2000	0538...	UNUM	April's Life In...			2000 - Accoun...	126.90	126.90
Bill	3/8/2000	0538...	UNUM	Adjustment L...			2000 - Accoun...	-21.87	105.03
Total 5600 - Life Insurance								105.03	105.03
5825 - Taxes/Payroll									
Check	3/8/2000	.debit	Paychex	Social Secur...			Checking	779.16	779.16
Check	3/8/2000	.debit	Paychex	Medicare 3/5/...			Checking	182.22	961.38
Check	3/8/2000	.debit	Paychex	Fed Taxes 3/...			Checking	2,116.98	3,078.34
Check	3/8/2000	.debit	Paychex	CA State Tax...			Checking	630.51	3,708.85
Check	3/8/2000	.debit	Paychex	CA Disability ...			Checking	62.84	3,771.69
Check	3/23/2000	.debit	Paychex	Social Secur...			Checking	783.33	4,555.02
Check	3/23/2000	.debit	Paychex	Medicare 3/1...			Checking	183.19	4,738.21
Check	3/23/2000	.debit	Paychex	Fed Taxes 3/...			Checking	2,127.05	6,865.26
Check	3/23/2000	.debit	Paychex	CA State Tax...			Checking	634.54	7,499.80
Check	3/23/2000	.debit	Paychex	CA Disability ...			Checking	63.18	7,562.98
Total 5825 - Taxes/Payroll								7,562.98	7,562.98
6300 - Fund Raising									
Bill	3/29/2000		Hotel Sofitel	Deposit for 2...	Fellow A...		2000 - Accoun...	1,000.00	1,000.00
Total 6300 - Fund Raising								1,000.00	1,000.00
6450 - Fund Raising - Graphic Svcs									

05/15/00

The Computer Museum History Center Transaction Detail by Account March 2000

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Bill	3/13/2000		Prima Printing	Invoice No. 2...			11000 · Printing	-144.13	4,205.84
Bill	3/14/2000		Chorus Call	3/10/00 Conf...			8000 · Teleph...	-191.76	4,014.08
Bill Pmt -Check	3/15/2000	1182	Babcock, Dave - Ex...				Checking	134.05	4,148.13
Bill Pmt -Check	3/15/2000	1183	Baskin Robbins				Checking	101.25	4,249.38
Bill Pmt -Check	3/15/2000	1184	Chorus Call				Checking	213.90	4,463.28
Bill Pmt -Check	3/15/2000	1185	Mabry, John R	Transcription ...			Checking	245.00	4,708.28
Bill Pmt -Check	3/15/2000	1186	Prima Printing	Invoice No. 2...			Checking	178.61	4,886.89
Bill Pmt -Check	3/15/2000	1187	The Enterprise Net...	Office Rent f...			Checking	2,956.50	7,843.39
Bill	3/15/2000		Darknight, Gregg	Last paychec...			5075 · Satarie...	-1,437.01	6,406.38
Bill Pmt -Check	3/15/2000	1188	Darknight, Gregg	Last paychec...			Checking	1,437.01	7,843.39
Bill Pmt -Check	3/15/2000	1189	Lifeguard, Inc.	March's Pre...			Checking	164.38	8,007.77
Bill Pmt -Check	3/15/2000	1181	Pacific Bell	650 984 123...			Checking	22.25	8,030.02
Bill	3/16/2000		First Street Mini Sto...	Rent for April...			9000 · Storage...	-285.00	7,735.02
Bill	3/17/2000		Lifeguard, Inc.	April's Premi...			5375 · Health I...	-471.26	7,263.76
Bill	3/17/2000		Pacific Bell	650 984 123...			8000 · Teleph...	-21.09	7,242.67
Bill	3/24/2000		Francis, Wendy-Ann	Reimburse...			-SPLIT-	-367.46	6,875.21
Bill	3/24/2000		Garcia, Chris - Exp...	Reimburse...			-SPLIT-	-105.96	6,769.25
Bill	3/24/2000		Francis, Wendy-Ann	Petty Cash R...			-SPLIT-	-94.43	6,674.82
Bill	3/24/2000	19192	OpportunityNOCS.org	Payment for ...			13025 · Advert...	-80.00	6,594.82
Bill	3/29/2000		Hotel Sofitel	Deposit for 2...			6300 · Fund R...	-1,000.00	5,594.82
Bill Pmt -Check	3/29/2000	1190	Blue Cross of Califo...	April Premium			Checking	82.00	5,676.82
Bill Pmt -Check	3/29/2000	1191	Chorus Call	2/23 Confere...			Checking	191.52	5,868.34
Bill Pmt -Check	3/29/2000	1192	Francis, Wendy-Ann				Checking	367.46	6,235.80
Bill Pmt -Check	3/29/2000	1193	Garcia, Chris - Exp...	Reimburse...			Checking	105.96	6,341.76
Bill Pmt -Check	3/29/2000	1194	Hotel Sofitel	Deposit for 2...			Checking	1,000.00	7,341.76
Bill Pmt -Check	3/29/2000	1195	UNUM				Checking	197.49	7,539.25
Bill Pmt -Check	3/29/2000	1196	Francis, Wendy-Ann	Petty Cash R...			Checking	94.43	7,633.68
Bill	3/29/2000		San Jose Mercury ...	Mercury New...			10075 · Subsc...	-44.01	7,589.67
Bill	3/30/2000		Toole, John	Reimburse...			5000 · Person...	-19,565.62	-11,975.95
Bill Pmt -Check	3/30/2000	1197	Toole, John	Reimburse...			Checking	19,565.62	7,589.67
Bill	3/30/2000		Toole, John	Reimburse...			5000 · Person...	-638.45	6,951.22
Bill Pmt -Check	3/30/2000	1198	Toole, John	Reimburse...			Checking	638.45	7,589.67
Bill	3/31/2000		Davkore	Video dubs a...			-SPLIT-	-229.33	7,360.34
Total 2000 · Accounts Payable								7,360.34	7,360.34
2200 · Sales Tax Payable									
Invoice	3/14/2000	41	State Board of Equ...	California Sta...	Sales:Im...		1200 · Accoun...	0.00	0.00
Invoice	3/31/2000	49	State Board of Equ...	California Sta...	Sales:Vi...		1200 · Accoun...	0.00	0.00
Invoice	3/31/2000	50	State Board of Equ...	California Sta...	Sales:Vi...		1200 · Accoun...	-3.62	-3.62
Invoice	3/31/2000	51	State Board of Equ...	California Sta...	Sales:Vi...		1200 · Accoun...	0.00	-3.62
Invoice	3/31/2000	52	State Board of Equ...	California Sta...	Sales:Vi...		1200 · Accoun...	0.00	-3.62
Invoice	3/31/2000	53	State Board of Equ...	California Sta...	Sales:Vi...		1200 · Accoun...	0.00	-3.62
Invoice	3/31/2000	54	State Board of Equ...	California Sta...	Sales:Vi...		1200 · Accoun...	0.00	-3.62
Invoice	3/31/2000	55	State Board of Equ...	California Sta...	Sales:Vi...		1200 · Accoun...	0.00	-3.62
Invoice	3/31/2000	56	State Board of Equ...	California Sta...	Sales:Vi...		1200 · Accoun...	0.00	-3.62
Invoice	3/31/2000	57	State Board of Equ...	California Sta...	Sales:Vi...		1200 · Accoun...	0.00	-3.62
Invoice	3/31/2000	58	State Board of Equ...	California Sta...	Sales:Vi...		1200 · Accoun...	0.00	-3.62

The Computer Museum History Center Transaction Detail by Account March 2000

05/16/00

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Invoice	3/31/2000	59	State Board of Equ...	California Sta...	Sales:Vi...		1200 · Accoun...	0.00	-3.82
Invoice	3/31/2000	60	State Board of Equ...	California Sta...	Sales:Vi...		1200 · Accoun...	0.00	-3.82
Cash Sale	3/31/2000	110	State Board of Equ...	California Sta...	General f...		Checking	0.00	-3.62
Total 2200 · Sales Tax Payable								-3.62	-3.62
4120 · Poster sales									
Invoice	3/14/2000	42	Unified School Distr...	Shipping and...	Sales:Po...		1200 · Accoun...	-10.00	-10.00
Total 4120 · Poster sales								-10.00	-10.00
4125 · Video Sales									
Invoice	3/31/2000	49	Chase Manhattan	0096-UML -0...	Sales:Vi...		1200 · Accoun...	-59.98	-59.98
Invoice	3/31/2000	49	Chase Manhattan	12-boak	Sales:Vi...		1200 · Accoun...	-5.00	-64.98
Invoice	3/31/2000	49	Chase Manhattan	0096-Gostling	Sales:Vi...		1200 · Accoun...	-29.99	-94.97
Invoice	3/31/2000	49	Chase Manhattan	02-Ingalls	Sales:Vi...		1200 · Accoun...	-5.00	-99.97
Invoice	3/31/2000	49	Chase Manhattan	07-Vaskevitch	Sales:Vi...		1200 · Accoun...	-5.00	-104.97
Invoice	3/31/2000	49	Chase Manhattan	Shipping and...	Sales:Vi...		1200 · Accoun...	-23.00	-127.97
Invoice	3/31/2000	50	California State Uni...	03-Gilbert, 02...	Sales:Vi...		1200 · Accoun...	-20.00	-147.97
Invoice	3/31/2000	50	California State Uni...	08-Strous	Sales:Vi...		1200 · Accoun...	-29.99	-177.96
Invoice	3/31/2000	51	RIPE NCC	The New Inte...	Sales:Vi...		1200 · Accoun...	-39.99	-217.95
Invoice	3/31/2000	51	RIPE NCC	Shipping and...	Sales:Vi...		1200 · Accoun...	-24.00	-241.95
Invoice	3/31/2000	52	AT&T Laboratories ...	The Origins o...	Sales:Vi...		1200 · Accoun...	-39.99	-281.94
Invoice	3/31/2000	52	AT&T Laboratories ...	Shipping and...	Sales:Vi...		1200 · Accoun...	-24.00	-305.94
Invoice	3/31/2000	53	Tom Velchek	07-Vaskevitch	Sales:Vi...		1200 · Accoun...	-5.00	-310.94
Invoice	3/31/2000	53	Tom Velchek	12-Gostling, 0...	Sales:Vi...		1200 · Accoun...	-89.97	-400.91
Invoice	3/31/2000	53	Tom Velchek	0096-UML	Sales:Vi...		1200 · Accoun...	-59.98	-460.89
Invoice	3/31/2000	53	Tom Velchek	Shipping and...	Sales:Vi...		1200 · Accoun...	-14.00	-474.89
Invoice	3/31/2000	54	Insight Media	Sun-33, GHC	Sales:Vi...		1200 · Accoun...	-75.00	-549.89
Invoice	3/31/2000	54	Insight Media	Shipping and...	Sales:Vi...		1200 · Accoun...	-10.00	-559.89
Invoice	3/31/2000	55	CheckFree Corpora...	0097-Kay, 00...	Sales:Vi...		1200 · Accoun...	-50.00	-609.89
Invoice	3/31/2000	55	CheckFree Corpora...	Shipping and...	Sales:Vi...		1200 · Accoun...	-9.00	-618.89
Invoice	3/31/2000	56	Clueber, George	02-Patterson	Sales:Vi...		1200 · Accoun...	-9.99	-628.88
Invoice	3/31/2000	56	Clueber, George	05-Ditzel, 04...	Sales:Vi...		1200 · Accoun...	-20.00	-648.88
Invoice	3/31/2000	56	Clueber, George	Shipping and...	Sales:Vi...		1200 · Accoun...	-12.00	-660.88
Invoice	3/31/2000	57	HQ USAF Academy	02-Ingalls	Sales:Vi...		1200 · Accoun...	-5.00	-665.88
Invoice	3/31/2000	57	HQ USAF Academy	Shipping and...	Sales:Vi...		1200 · Accoun...	-8.00	-673.88
Invoice	3/31/2000	58	Insight Media	Sun-33	Sales:Vi...		1200 · Accoun...	-50.00	-723.88
Invoice	3/31/2000	58	Insight Media	Shipping and...	Sales:Vi...		1200 · Accoun...	-9.00	-732.88
Invoice	3/31/2000	59	Insight Media	15-Lampson	Sales:Vi...		1200 · Accoun...	-75.00	-807.88
Invoice	3/31/2000	59	Insight Media	Shipping and...	Sales:Vi...		1200 · Accoun...	-10.00	-817.88
Invoice	3/31/2000	60	Gray, Curtis	0096-UML	Sales:Vi...		1200 · Accoun...	-59.98	-877.86
Invoice	3/31/2000	60	Gray, Curtis	Shipping and...	Sales:Vi...		1200 · Accoun...	-9.00	-886.86
Invoice	3/31/2000	50	California State Uni...	Shipping and...	Sales:Vi...		1200 · Accoun...	-12.00	-898.86
Invoice	3/31/2000	53	Tom Velchek	07-Randell	Sales:Vi...		1200 · Accoun...	-5.00	-903.86
Total 4125 · Video Sales								-903.86	-903.86
4130 · Research services									

The Computer Museum History Center Transaction Detail by Account March 2000

05/15/00

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Invoice	3/14/2000	41	Miller Freeman	Article written...	Sales:Im...		1200 · Accoun...	-200.00	-200.00
Total 4130 · Research services								-200.00	-200.00
4510 · Ind Operating									
Cash Sale	3/2/2000	108	Kaminsky, Mark E	Donation to T...	General f...		1499 · Undepo...	-100.00	-100.00
Cash Sale	3/3/2000	107	Anonymous	Donation to T...	General f...		1499 · Undepo...	-10.00	-110.00
Bill	3/24/2000		Francis, Wendy-Ann	Proceeds fro...	General f...		2000 · Accoun...	-104.00	-214.00
Bill	3/24/2000		Francis, Wendy-Ann	Donations fro...	General f...		2000 · Accoun...	-110.00	-324.00
Total 4510 · Ind Operating								-324.00	-324.00
4530 · Corp Operating									
Cash Sale	3/14/2000	108	Compaq	Corporate Co...	General f...		1499 · Undepo...	-500.00	-500.00
Cash Sale	3/31/2000	110	Fish & Richardson	Unrestricted ...	General f...		Checking	-1,000.00	-1,500.00
Total 4530 · Corp Operating								-1,500.00	-1,500.00
4900 · Interest Income									
Deposit	3/31/2000			Interest			Maximizer Mo...	-3,119.86	-3,119.86
Deposit	3/31/2000			Interest			Savings	-4.49	-3,124.35
Deposit	3/31/2000			Interest			Savings (Endo...	-161.06	-3,285.41
Total 4900 · Interest income								-3,285.41	-3,285.41
10050 · Video Services									
Bill	3/31/2000		Davkore	Video Dubs a...	Selling E...		2000 · Accoun...	55.64	55.64
Total 10050 · Video Services								55.64	55.64
10075 · Subscriptions/Dues									
Bill	3/29/2000		San Jose Mercury ...	Mercury New...			2000 · Accoun...	44.01	44.01
Total 10075 · Subscriptions/Dues								44.01	44.01
11000 · Printing									
Bill	3/13/2000		Prima Printing	Business car...			2000 · Accoun...	144.13	144.13
Total 11000 · Printing								144.13	144.13
11050 · Shipping & Delivery									
Bill	3/31/2000		Davkore	Shipping and...	Selling E...		2000 · Accoun...	173.69	173.69
Total 11050 · Shipping & Delivery								173.69	173.69
12000 · Postage & Mailing									
Bill	3/24/2000		Francis, Wendy-Ann	Stamps			2000 · Accoun...	33.00	33.00
Bill	3/24/2000		Francis, Wendy-Ann	Postage	Collectio...		2000 · Accoun...	15.75	48.75
Bill	3/24/2000		Francis, Wendy-Ann	Postage for p...	Selling E...		2000 · Accoun...	1.20	49.95
Total 12000 · Postage & Mailing								49.95	49.95
12025 · Meals/Food									

The Computer Museum History Center
Transaction Detail by Account
 March 2000

05/18/00

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Bill	3/6/2000	06411	Babcock, Dave - Ex...	dINNER for 1...	1620 Pro...		2000 · Accoun...	74.05	74.05
Bill	3/11/2000	767659	Baskin Robbins	Sandwiches f...	Collectio...		2000 · Accoun...	45.00	119.05
Bill	3/11/2000	767660	Babcock, Dave - Ex...	Sandwiches f...	1620 Pro...		2000 · Accoun...	18.75	137.80
Bill	3/24/2000		Francis, Wendy-Ann	Food and Dri...	Lectures:...		2000 · Accoun...	129.59	267.39
Bill	3/24/2000		Francis, Wendy-Ann	Water			2000 · Accoun...	13.90	281.29
Bill	3/24/2000		Francis, Wendy-Ann	Water			2000 · Accoun...	28.84	308.13
Bill	3/24/2000		Francis, Wendy-Ann	Refreshment...	Lectures:...		2000 · Accoun...	20.20	328.33
Bill	3/24/2000		Francis, Wendy-Ann	Food for Co...	Lectures:...		2000 · Accoun...	88.59	416.82
Bill	3/24/2000		Francis, Wendy-Ann	Kisses			2000 · Accoun...	5.78	422.70
Bill	3/24/2000		Francis, Wendy-Ann	Food and Dri...	Lectures:...		2000 · Accoun...	36.13	458.83
Bill	3/24/2000		Francis, Wendy-Ann	Kisses & Gol...			2000 · Accoun...	16.48	475.31
Bill	3/24/2000		Francis, Wendy-Ann	Foor for Volu...	Collectio...		2000 · Accoun...	21.37	496.68
Bill	3/24/2000		Francis, Wendy-Ann	Cyber Museu...	Cyber M...		2000 · Accoun...	101.10	597.78
Bill	3/24/2000		Francis, Wendy-Ann	Cyber Museu...	Cyber M...		2000 · Accoun...	31.16	628.94
Bill	3/24/2000		Francis, Wendy-Ann	Cookies for C...	Lectures:...		2000 · Accoun...	29.95	658.89
Total 12025 · Meals/Food								658.89	658.89
13000 · Fees/Commissions									
Check	3/14/2000	.debit	Bank of America	Fee for wire t...			Maximizer Mo...	18.00	18.00
Total 13000 · Fees/Commissions								18.00	18.00
13025 · Advertising									
Bill	3/24/2000	19192	OpportunityNOCS.org	Development...			2000 · Accoun...	80.00	80.00
Total 13025 · Advertising								80.00	80.00
5000 · Personnel Expenses									
Bill	3/30/2000		Toole, John	Moving expe...			2000 · Accoun...	19,565.62	19,565.62
Bill	3/30/2000		Toole, John	Meals and Fo...			2000 · Accoun...	638.45	20,204.07
Total 5000 · Personnel Expenses								20,204.07	20,204.07
5075 · Salaries/Wages									
Check	3/6/2000	.debit	Paychex	Payroll 3/6/00			Checking	6,276.99	6,276.99
Check	3/6/2000	29	Darknight, Gregg	Salry 3/6/00			Checking	1,722.46	7,999.45
Check	3/6/2000	31	Garcia, Chris - Payroll	Salary 3/6/00			Checking	796.18	8,795.63
Bill	3/15/2000		Darknight, Gregg	Last paychec...			2000 · Accoun...	1,437.01	10,232.64
Check	3/20/2000	.debit	Paychex	Payroll 3/20/00			Checking	6,276.99	16,509.63
Check	3/20/2000	37	Garcia, Chris - Payroll	Salary 3/20/00			Checking	843.87	17,353.50
Total 5075 · Salaries/Wages								17,353.50	17,353.50
5150 · LTD Insurance									
Bill	3/6/2000	0538...	UNUM	April's LTD In...			2000 · Accoun...	259.75	259.75
Bill	3/6/2000	0538...	UNUM	Adjustment t...			2000 · Accoun...	-53.79	205.96
Total 5150 · LTD Insurance								205.96	205.96
5225 · FICA-Employer									

The Computer Museum History Center Transaction Detail by Account March 2000

05/15/00

Type	Date	Num	Name	Memo	Class	Cir	Split	Amount	Balance
Bill	3/24/2000		Francis, Wendy-Ann	Printing for D...			2000 · Accoun...	85.73	85.73
Total 6450 · Fund Raising - Graphic Svcs								85.73	85.73
6600 · History Talks									
Bill	3/9/2000	00-01	Mabry, John R	Transcription ...	Lectures:...		2000 · Accoun...	245.00	245.00
Total 6600 · History Talks								245.00	245.00
7075 · Payroll service									
Check	3/8/2000	.debit	ADP	W2 Reprint f...			Checking	66.25	66.25
Total 7075 · Payroll service								66.25	66.25
8000 · Telephone									
Bill	3/7/2000		Chorus Call	3/7 conferenc...	Board Ex...		2000 · Accoun...	74.80	74.80
Bill	3/14/2000		Chorus Call	3/10 confere...	Board Ex...		2000 · Accoun...	191.76	266.56
Bill	3/17/2000		Pacific Bell	Warehouse p...			2000 · Accoun...	21.09	287.65
Total 8000 · Telephone								287.65	287.65
8025 · Computer Resource Service									
Bill	3/1/2000	3609	LanLogic	Internet Acce...			2000 · Accoun...	40.00	40.00
Total 8025 · Computer Resource Service								40.00	40.00
8075 · Office Rent									
Bill	3/3/2000	12642	The Enterprise Net...	Office Rent F...			2000 · Accoun...	2,956.50	2,956.50
Total 8075 · Office Rent								2,956.50	2,956.50
9000 · Storage Rent									
Bill	3/16/2000		First Street Mini Sto...	Storage Rent...	Collectio...		2000 · Accoun...	295.00	295.00
Total 9000 · Storage Rent								295.00	295.00
9050 · Office Supplies									
Bill	3/24/2000		Garcia, Chris - Exp...	Long Phone ...			2000 · Accoun...	7.57	7.57
Bill	3/24/2000		Francis, Wendy-Ann	Battery			2000 · Accoun...	2.37	9.94
Total 9050 · Office Supplies								9.94	9.94
9055 · Warehouse Supplies									
Bill	3/24/2000		Garcia, Chris - Exp...	Stakes for si...	Lectures:...		2000 · Accoun...	17.20	17.20
Bill	3/24/2000		Francis, Wendy-Ann	Collection Cl...	Collectio...		2000 · Accoun...	16.75	33.95
Total 9055 · Warehouse Supplies								33.95	33.95
9075 · Photocopying									
Bill	3/24/2000		Garcia, Chris - Exp...	Signs for lect...	Lectures:...		2000 · Accoun...	81.19	81.19
Total 9075 · Photocopying								81.19	81.19

The Computer Museum History Center
Transaction Detail by Account
March 2000

05/16/00

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
TOTAL								<u>0.00</u>	<u>0.00</u>

The Computer Museum History Center
Deposit Detail
March 2000

05/15/00

Type	Date	Num	Name	Account	Amount
Payment	3/8/2000		NHK Television	Maximizer Money ...	160.00
TOTAL					0.00
Payment	3/14/2000		Klasma, Museum ...	Maximizer Money ...	330.00
TOTAL					0.00
Deposit	3/15/2000			Maximizer Money ...	941.00
Cash Sale	2/22/2000	104	Herring, Patricia N	1499 · Undeposited ...	-100.00
Cash Sale	3/2/2000	106	Kaminsky, Mark E	1499 · Undeposited ...	-100.00
Payment	3/14/2000	391568	Miller Freeman	1499 · Undeposited ...	-200.00
Cash Sale	3/14/2000	108	Compaq	1499 · Undeposited ...	-500.00
Payment	3/14/2000	6512	Unified School Distr...	1499 · Undeposited ...	-10.00
Cash Sale	2/13/2000	105	Anonymous	1499 · Undeposited ...	-21.00
Cash Sale	3/3/2000	107	Anonymous	1499 · Undeposited ...	-10.00
TOTAL					-941.00
Payment	3/31/2000		Chase Manhattan	Checking	127.97
TOTAL					0.00
Payment	3/31/2000		California State Un...	Checking	65.61
TOTAL					0.00
Payment	3/31/2000		RIPE NCC	Checking	63.99
TOTAL					0.00
Payment	3/31/2000		AT&T Laboratorie...	Checking	63.99
TOTAL					0.00
Payment	3/31/2000		Insight Media	Checking	85.00
TOTAL					0.00
Payment	3/31/2000		CheckFree Corpor...	Checking	59.00
TOTAL					0.00
Payment	3/31/2000		Klueber, George	Checking	41.99
TOTAL					0.00
Payment	3/31/2000		HQ USAF Academy	Checking	13.00
TOTAL					0.00

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPREME JUDICIAL COURT
EQUITY NO. SJ-2000-257

THE COMPUTER MUSEUM, INC.)
Plaintiff,)
v.)
THOMAS REILLY, AS HE IS)
THE ATTORNEY GENERAL OF THE)
COMMONWEALTH OF MASSACHUSETTS,)
AND THE COMPUTER MUSEUM HISTORY)
CENTER)
Defendants.)

AFFIDAVIT OF RECEIPT

I, John Toole, the Executive Director & CEO of the Defendant, The Computer Museum History Center, hereby certify under pains and penalties of perjury that the Plaintiff has transferred to this Defendant funds in the amount of \$2,137,111 in accordance with the Interlocutory Order entered in this matter on the 30th day of June, 2000.

John C. Toole
Executive Director & CEO

John. Slakey 617-589-0144

****DRAFT****

THE COMPUTER MUSEUM, INC.

Statements of Financial Position

February 29, 2000 June 30, 1999

WC\$

Assets

Current Assets:

Cash and cash equivalents	B.o.P.A 977K →	1,423,724	\$ 1,082,010
Accounts Receivable - net of allowance for doubtful accounts of \$0 for 2000 and \$28,259 for 1999	owed WC 111K	85,750	33,491
Pledges Receivable - net of allowance for doubtful accounts of \$12,500 for 1999	B.o.P.A, 919K	-	100,000
Inventory		-	10,014
Total Current Assets		<u>1,509,474</u>	<u>1,225,515</u>

657K @ B.o.P.A
425K @ B.o.P.A & BOS
input
563K should have been in BOS

Pledges receivable, non-current

WC 495K	CRUT 495,000	575,000
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Endowment investments

Cash and cash equivalents	→	272,176	274,438
Investments		150,000	147,738
Total endowment investments		<u>422,176</u>	<u>422,176</u>

{ 272K @ B.o.P.A & BOS
150K investments account

Land, building, equipment, and exhibits - net of accumulated depreciation of \$7,677,379 in 1999

to WC 1,452	-	3,334,059
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Historical Collections

-	-
---	---

Total Assets

<u>2,426,650</u>	<u>5,556,750</u>
------------------	------------------

Liabilities and net assets

BOS cash 981 to WC history

Current liabilities:

Accounts payable	24,395	374,418
Accrued expenses	-	65,926
Deferred Revenue	-	-
Loans Payable	-	200,000
Current portion of bond payable	-	109,333
other liabilities	-	53,055
Total current liabilities	<u>24,395</u>	<u>802,732</u>

Bond Payable, net of current portion

-	-
---	---

Net assets:

Unrestricted	265,144	2,344,261
Temporarily restricted	- 1,714,935	1,987,581
Permanently restricted	- 422,176	422,176
Total net Assets	<u>2,402,255</u>	<u>4,754,018</u>

Total liabilities and net assets

\$ <u>2,426,650</u>	\$ <u>5,556,750</u>
---------------------	---------------------

open B.o.P.A account

THE COMPUTER MUSEUM, INC.

****DRAFT****

**Statement of Activity
For the Period Ended February 29, 2000**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Unrestricted</u>	<u>Total</u>
Revenues, gains and other support:				
Contributions	\$ 9,223	\$ -	\$ -	\$ 9,223
Contributions-Computer Bowl	-	-	-	-
Membership	1,331	-	-	1,331
Admissions	-	-	-	-
Contributions and other support:				
History Center	953,955	-	-	953,955
Computer Clubhouse	28,380	-	-	28,380
Investment income	16,290	-	-	16,290
Auxiliary income	9,143	-	-	9,143
Total	1,018,322	-	-	1,018,322
Net assets released upon satisfaction of program restrictions	5,500	(5,500)	-	-
Total revenues, gains, and other support	1,023,822	(5,500)	-	1,018,322
Expenses:				
Program services:				
Exhibits	9,209	-	-	9,209
Marketing&Membership	22,843	-	-	22,843
History Center	660,960	-	-	660,960
Computer Clubhouse	1,697	-	-	1,697
Auxiliary activities	3,388	-	-	3,388
	698,097	-	-	698,097
General Administration	51,623	-	-	51,623
Computer Bowl	14,000	-	-	14,000
Fundraising	60	-	-	60
Total	763,780	-	-	763,780
Change in net assets before depreciation and extraordinary items	260,043	(5,500)	-	254,543
Depreciation	(71,659)	-	-	(71,659)
Change in net assets before extraordinary items	188,384	(5,500)	-	182,884
Extraordinary items				
Gain on sale of building	3,539,007	-	-	3,539,007
Transfer of net assets	(5,806,508)	(267,146)	-	(6,073,654)
Total	(2,079,117)	(272,646)	-	(2,351,763)
Change in net assets	(2,079,117)	(272,646)	-	(2,351,763)
Net assets at beginning of year	2,344,261	1,987,581	422,176	4,754,018
Net assets at end of year	\$ 265,144	\$1,714,935	\$ 422,176	\$ 2,402,255

Sheet1

Museum Of Science
 Computer Museum Acquisition
 Sale Of Museum Wharf

Dec 31 1999

Sources Of Funds

	Aug 1999	Aug 2000	Aug 2001	Aug 2002	Totals
Paid At Closing	\$2,000,000				\$2,000,000
Payment From TCHM Note		1,000,000	1,000,000	1,000,000	3,000,000
Net	<u>\$2,000,000</u>	<u>\$1,000,000</u>	<u>\$1,000,000</u>	<u>\$1,000,000</u>	<u>\$5,000,000</u>

Uses Of Funds-Updated 12/31/99

	Aug 1999	Aug 2000	Aug 2001	Aug 2002	Totals
Closing Costs (est)	\$1,500,000				\$1,500,000
HC Contribution	166,667	\$333,333	\$150,000		650,000
Clubhouse Endowment	166,667	333,333	\$150,000		650,000
MOS Endowment	166,666	333,334	700,000	\$1,000,000	2,200,000
Total Uses Of Funds	<u>\$2,000,000</u>	<u>\$1,000,000</u>	<u>\$1,000,000</u>	<u>\$1,000,000</u>	<u>\$5,000,000</u>

**The Computer Museum History Center
Income and Expenses for Fiscal Year 2000**

	Fiscal 1999	Fiscal 2000 Annual	Actuals and Forecast Year to Date	Q1		Q2		Q3		Q4	
	Actuals	Budget	Date	Budget	Actuals	Budget	Actuals	Budget	Actuals	Budget	Forecast*
Income											
Sales/Lec Rev	21,545	25,500	14,390	7,100	5,598	1,300	0	4,600	3,029	12,500	5,763
Programs & Events	0	70,000	73,152	23,000	24,522	17,000	17,100	0	1,530	30,000	30,000
Ind Operating	323,439	600,000	615,413	5,500	5,100	436,000	428,140	88,500	97,450	70,000	84,723
Corp Operating	31,266	75,000	76,500	17,000	16,250	17,000	14,500	0	2,500	41,000	43,250
Fdtn Operating	0	25,000	0	0	0	0	0	0	0	25,000	0
Interest Income	10,100	18,000	26,703	3,800	5,146	4,100	5,100	5,150	9,326	4,950	7,131
Total Income	386,350	813,500	806,158	56,400	56,616	475,400	464,840	98,250	113,835	183,450	170,867
Expenses											
Office Overhead	48,069	71,850	128,644	16,265	16,033	19,580	19,813	14,305	12,572	21,702	80,225
Personnel Expenses	215,532	360,000	402,641	68,800	76,727	65,600	74,872	108,750	103,904	116,850	147,138
Collection	31,673	152,500	127,395	14,610	15,032	8,950	31,063	109,470	11,678	19,470	69,623
Programs	2,818	50,100	49,643	6,025	6,809	25,450	24,753	945	2,698	17,680	15,383
Development & P R	30,672	45,000	37,920	0	0	0	0	7,300	220	37,700	37,700
Product Sales & Licensing	532	5,700	3,954	600	606	650	562	1,150	333	3,300	2,454
Contract Personnel	43,487	32,500	32,057	9,000	8,724	10,500	10,371	6,550	1,832	6,450	11,130
Total Expenses	372,781	717,650	782,253	115,300	123,931	130,730	161,434	248,470	133,236	223,152	363,652
Net Income	13,568	95,850	23,905	-58,900	-67,315	344,671	303,406	-150,220	-19,401	-39,702	-192,785
Cumulative Net Income				-58,900	-67,315	285,771	236,091	135,552	216,690	95,850	23,905

* Includes Actuals for fiscal year to date and best estimate for remainder of fiscal 2000

The Computer Museum History Center
Budget 2001
Income and Expenses

	<u>2000 Budget</u>	<u>2000 Actuals * & Forecast</u>	<u>2001 Budget</u>	
Income				
Earned Income				
Sales/Lic Rev				
Product Sales	8,000	5,197	29,550	Assumes no additional advertising (KW projection)
IP Licensing	9,000	7,993	5,000	Assumes continuation of past year's trend (CG projection)
Research	1,000	1,200	1,000	Assumes continuation of past year's trend (CG projection)
Total Sales/Lic Rev	<u>18,000</u>	<u>14,390</u>	<u>35,550</u>	
Programs & Events				
Client Events	7,500	4,452	3,000	Assumes on 2 events @\$1000 and 4 events @ \$250
History Center Programs	70,000	68,700	132,500	\$50K Lecture sponsorship and \$37,500 Fellows income & \$45,000 Fellows sponsorship
Total Programs & Events	<u>77,500</u>	<u>73,152</u>	<u>132,500</u>	
Total Earned Income	<u>95,500</u>	<u>87,542</u>	<u>168,050</u>	
Contributed - Unrestricted				
Individual	600,000	615,413	1,000,000	Based on Kathleen Rydar's recommendation increased because we expect to have a full time development director working on the annual fund campaign
Corporate	75,000	76,500	200,000	
Foundation	25,000	0	100,000	
California Federal Grants				
Total Contributed - Unrestricted	<u>700,000</u>	<u>691,913</u>	<u>1,300,000</u>	
Interest Income	<u>18,000</u>	<u>26,703</u>	<u>25,000</u>	Assumes that we do nothing new with our money
Total Income	<u>813,500</u>	<u>806,158</u>	<u>1,493,050</u>	
Expenses				
Office Overhead				
Office Rent	35,500	35,500	83,985	Assumes 4 months in current space and 8 months in new space
Office Supplies	2,000	2,448	7,000	Assumes increased staff and activity
Telephone			6,000	Assumes move to new space, phone not included in rent. Increase by \$3,000 if we install new phone system in current building
Postage & Shipping	1,000	752	4,000	Assumes increased staff and activity
Office Equip Purchase	500	58,087	83,800	14 new employees @\$1050 per person + computer
Office Equip Rental	150	116	150	
Office Equip Repair & Maint	500	46	1,000	Assumes increase in equipment
Staff Office Move			10,000	Assumes move to new staff offices
Graphic Design	2,000	1,860	5,000	Assumes new logo and name change
Printing & Copying	2,500	3,273	5,000	Assumes new logo and name change
Education	4,000	3,850	4,000	
Legal/Acctg	3,500	3,500	4,000	This covers just the accounting costs
Subscriptions & Dues	300	307	600	Assumes increased staff and activity
Fees & Commissions	250	485	1,000	Assumes increased visa/mastercard charges for video sales
Board Expenses	6,500	8,003	8,000	Assumes increased board activity
Visitor and Staff Amenities	2,000	1,926	8,000	Assumes increased staff and activity
Business Expenses			12,000	Estimate
Payroll Service	1,900	1,630	3,000	Assumes increase in employees
Internet Access	200	180	200	
Web Site	6,000	4,085	8,000	Assumes redesign of website to cover new name
Business Insurance	1,550	1,532	4,000	Assumes adding staff & board Indemnity Insurance
Recruitment	1,500	1,065	13,000	Assumes recruiting 14 new staff
Travel			15,000	Assumes 5 trips to east coast, 5 days in length (1 person)

* Includes actuals for fiscal year to date (as of 4/28/00) plus best estimate for the remainder of fiscal 2000

The Computer Museum History Center
Budget 2001
Income and Expenses

	2000 Budget	2000 Actuals * & Forecast	2001 Budget	
Income				
Earned Income				
Sales/Lic Rev				
Product Sales	8,000	5,197	29,550	Assumes no additional advertising (KW projection)
IP Licensing	9,000	7,993	5,000	Assumes continuation of past year's trend (CG projection)
Research	1,000	1,200	1,000	Assumes continuation of past year's trend (CG projection)
Total Sales/Lic Rev	18,000	14,390	35,550	
Programs & Events				
Client Events	7,500	4,452	3,000	Assumes on 2 events @\$1000 and 4 events @ \$250
History Center Programs	70,000	68,700	132,500	\$50K Lecture sponsorship and \$37,500 Fellows income & \$45,000 Fellows sponsorship
Total Programs & Events	77,500	73,152	132,500	
Total Earned Income	95,500	87,542	168,050	
Contributed - Unrestricted				
Individual	600,000	615,413	1,000,000	Based on Kathleen Rydar's recommendation increased because we expect to have a full time development director working on the annual fund campaign
Corporate	75,000	76,500	200,000	
Foundation	25,000	0	100,000	
California Federal Grants				
Total Contributed - Unrestricted	700,000	691,913	1,300,000	
Interest Income	18,000	26,703	25,000	Assumes that we do nothing new with our money
Total Income	813,500	806,158	1,493,050	
Expenses				
Office Overhead				
Office Rent	35,500	35,500	83,985	Assumes 4 months in current space and 8 months in new space
Office Supplies	2,000	2,448	7,000	Assumes increased staff and activity
Telephone			6,000	Assumes move to new space, phone not included in rent. Increase by \$3,000 if we install new phone system in current building
Postage & Shipping	1,000	752	4,000	Assumes increased staff and activity
Office Equip Purchase	500	58,087	83,800	14 new employees @\$1050 per person + computer
Office Equip Rental	150	116	150	
Office Equip Repair & Maint	500	46	1,000	Assumes increase in equipment
Staff Office Move			10,000	Assumes move to new staff offices
Graphic Design	2,000	1,860	5,000	Assumes new logo and name change
Printing & Copying	2,500	3,273	5,000	Assumes new logo and name change
Education	4,000	3,850	4,000	
Legal/Acctg	3,500	3,500	4,000	This covers just the accounting costs
Subscriptions & Dues	300	307	600	Assumes increased staff and activity
Fees & Commissions	250	485	1,000	Assumes increased visa/mastercard charges for video sales
Board Expenses	6,500	8,003	8,000	Assumes increased board activity
Visitor and Staff Amenities	2,000	1,926	8,000	Assumes increased staff and activity
Business Expenses			12,000	Estimate
Payroll Service	1,900	1,630	3,000	Assumes increase in employees
Internet Access	200	180	200	
Web Site	6,000	4,085	8,000	Assumes redesign of website to cover new name
Business Insurance	1,550	1,532	4,000	Assumes adding staff & board Indemnity Insurance
Recruitment	1,500	1,065	13,000	Assumes recruiting 14 new staff
Travel			15,000	Assumes 5 trips to east coast, 5 days in length (1 person)

The Computer Museum History Center
Budget 2001
Income and Expenses

	2000 Budget	2000 Actuals * & Forecast	2001 Budget	
Total Office Overhead	71,850	128,644	286,735	
Personnel				
Current Staff				
Salaries	225,000	225,679	478,233	Assumes 10% raise and addition of John Toole
Payroll Taxes	110,000	133,643	262,452	Assumes full year for John Toole
Benefits	25,000	18,221	19,205	Assumes full year for John Toole
Miscellaneous		25,099	10000	
Total Current Staff	360,000	402,641	769,891	
Potential New Staff				
Salaries			510,000	Assumes 14 new employess
Payroll Taxes			279,886	
Benefits			33,755	
One time transition costs			40,000	
	0	0	863,641	
Total Personnel	360,000	402,641	1,633,531	
Collection				
Storage Rent	3,500	3,560	3,900	Assumes 10% price increase
Warehouse Rent	22,500	22,032	31,000	Assumes full year tenancy and 10% price increase in November
Exhibits	5,000	2,346	5,000	
Insurance	10,000	10,787	10,000	
Moving	100,000	82,237	100,000	
Utilities	750	2,425	3,500	Assumes full year of utilities for B45
Warehouse Supplies	9,000	2,984	9,000	
Artifact Restoration	750	1,024	2,000	Assumes new project start-up
Building Maint & Repair	1,000	0	1,000	Do we want to add more to this to do major work to buidling
Total Collection	152,500	127,395	165,400	
Programs				
Client Events	2,000	954	1,500	Assumes less events
Fellow Awards	31,000	31,785	40,000	Assumes more attendees and higher profile event
Zuse Colloquium	600	611	0	
Computer Bowl				
Lecture Series	16,000	15,933	5,400	Covers food, Moffett space rental and estimate for Janitorial Services
Special Tours & Events	200	125	500	
Cyber Museum	300	235		How much will be spent on Cyber museum?
Miscellaneous	0	0		
Total Program	50,100	49,643	47,400	
Development & PR				
Graphic Services	10,000	8,086	30,000	
General	35,000	29,834	70,000	
Total Development & PR	45,000	37,920	100,000	(KM projected)
Product Sales & Licensing				
Duplication	4,500	3,086	4,560	Assumes increase in sales (KW projected)

Handwritten notes on the right side of the Personnel section:

3 100K 300
5 70K 350
7 40K 280

930

* Includes actuals for fiscal year to date (as of 4/28/00)plus best estimate for the remainder of fiscal 2000

The Computer Museum History Center
Budget 2001
Income and Expenses

	<u>2000 Budget</u>	<u>2000 Actuals * & Forecast</u>	<u>2001 Budget</u>	
Packaging & Materials			5,500	Assumes increase in sales (KW projected)
Editing & Taping Costs			2,750	Assumes increase in sales (KW projected)
Shipping	1,200	868	4,800	Assumes increase in sales (KW projected)
Product Development			6,000	Assumes increase in sales (KW projected)
Total Product Sales & Licensing	<u>5,700</u>	<u>3,954</u>	<u>23,610</u>	
Contract Personnel				
Fund Raising	20,500	14,088	25,000	Assumes increased fund raising activity
Administration	12,000	17,969	35,000	Assumes full year for intern, IT contractor and temporary admin help
Total Contract Personnel	<u>32,500</u>	<u>32,057</u>	<u>60,000</u>	
Total Expenses	<u>717,650</u>	<u>782,253</u>	<u>2,316,676</u>	
Net Income	<u>95,850</u>	<u>23,905</u>	<u>-823,626</u>	

****DRAFT****

THE COMPUTER MUSEUM, INC.

Statements of Financial Position

**April 30,
2000**

Assets

Current Assets:

Cash and cash equivalents	\$ 508,918
Accounts Receivable - net of allowance for doubtful accounts of \$0	152,456
Total Current Assets	661,374

Pledges receivable, non-current

495,000

Endowment investments

Cash and cash equivalents	297,738
Investments	50,000
Total endowment investments	347,738

Total Assets

1,504,112

Liabilities and net assets

Current liabilities:

Accounts payable	24,395
------------------	--------

Net assets:

Unrestricted	-
Temporarily restricted	1,131,979
Permanently restricted	347,738
Total net Assets	1,479,717

Total liabilities and net assets

\$ 1,504,112

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CTA*

THE COMPUTER MUSEUM, INC.

****DRAFT****

**Statement of Activity
For the Ten Months Ended April 30, 2000**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Unrestricted</u>	<u>Total</u>
Revenues, gains and other support:				
Contributions	\$ 9,223	\$ -	\$ -	\$ 9,223
Contributions-Computer Bowl	-	-	-	-
Membership	1,331	-	-	1,331
Admissions	-	-	-	-
Contributions and other support:				
History Center	-	-	-	-
Computer Clubhouse	28,380	-	-	28,380
Investment income	-	-	-	-
Auxiliary income	2,702	-	-	2,702
Total	<u>41,636</u>	<u>-</u>	<u>-</u>	<u>41,636</u>
Net assets released upon satisfaction of program restrictions	<u>5,500</u>	<u>(5,500)</u>	<u>-</u>	<u>-</u>
Total revenues, gains, and other support	<u>47,136</u>	<u>(5,500)</u>	<u>-</u>	<u>41,636</u>
Expenses:				
Program services:				
Exhibits	9,209	-	-	9,209
Marketing & Membership	22,843	-	-	22,843
History Center	-	-	-	-
Computer Clubhouse	1,697	-	-	1,697
Auxiliary activities	3,388	-	-	3,388
	<u>37,137</u>	<u>-</u>	<u>-</u>	<u>37,137</u>
General Administration	51,623	-	-	51,623
Computer Bowl	14,000	-	-	14,000
Fundraising	60	-	-	60
Total	<u>102,820</u>	<u>-</u>	<u>-</u>	<u>102,820</u>
Change in net assets before depreciation and extraordinary items	<u>(55,684)</u>	<u>(5,500)</u>	<u>-</u>	<u>(61,184)</u>
Depreciation	<u>(71,659)</u>	<u>-</u>	<u>-</u>	<u>(71,659)</u>
Change in net assets before extraordinary items	<u>(127,343)</u>	<u>(5,500)</u>	<u>-</u>	<u>(132,843)</u>
Extraordinary items				
Gain on sale of building	3,539,007	-	-	3,539,007
Transfer of net assets	(5,755,925)	(267,146)	-	(6,023,071)
Total	<u>(2,344,261)</u>	<u>(272,646)</u>	<u>-</u>	<u>(2,616,907)</u>
Change in net assets	<u>(2,344,261)</u>	<u>(272,646)</u>	<u>-</u>	<u>(2,616,907)</u>
Net assets at beginning of year	<u>2,344,261</u>	<u>1,404,625</u>	<u>347,738</u>	<u>4,096,624</u>
Net assets at end of year	<u>\$ 0</u>	<u>\$ 1,131,979</u>	<u>\$ 347,738</u>	<u>\$ 1,479,717</u>

WEST COAST

The Computer Museum						
Allocation of Assets						
June 30, 1999						
		West Coast	Boston	Total	Boston	
		Hist Ctr	Hist Ctr	Hist Ctr	TCM	Total
Assets						
Operating Cash						
Bank of America		\$582,956		\$582,956		\$582,956
Bank Boston--Operating			\$635,901	635,901	(\$142,087)	493,814
Bank Boston--Money Market			1,078	1,078		1,078
Pell Money Market					5,046	5,046
Variance					(884)	(884)
Total Operating Cash		582,956	636,979	1,219,935	(137,925)	1,082,010
Accounts Receivable					33,491	33,491
Pledges Receivable--Current					100,000	100,000
Inventory					10,014	10,014
Total Current Assets		582,956	636,979	1,219,935	5,580	1,225,515
Pledges Receivable-non current			495,000	495,000	80,000	575,000
Endowment						
Bank of America Cash		74,438		74,438		74,438
Bank Boston Cash			200,000	200,000		200,000
Bank Boston Investment			147,738	147,738		147,738
Total Endowment		74,438	347,738	422,176		422,176
Fixed Assets					3,334,059	3,334,059
Total Assets		\$657,394	\$1,479,717	\$2,137,111	\$3,419,639	\$5,556,750
Liabilities and Net Assets						
Current Liabilities					\$802,732	\$802,732
Net Assets						
Unrestricted					2,344,261	2,344,261
Temporarily Restricted		\$582,956	\$1,131,979	\$1,714,935	272,646	1,987,581
Permanently Restricted		74,438	347,738	422,176	0	422,176
Total Net Assets		657,394	1,479,717	2,137,111	2,618,907	4,754,018
Total Liabilities and Net Assets		\$657,394	\$1,479,717	\$2,137,111	\$3,419,639	\$5,556,750

Computer Museum Allocation of Assets Summary June 30, 1999						
	West Coast Hist Ctr	Boston Hist Ctr	Total Hist Ctr	Boston TCM	Total	
Cash	\$582,956	\$636,979	\$1,219,935	(\$137,925)	\$1,082,010	
Endowment	74,438	347,738	422,176	0	422,176	
Other Assets	0	495,000	495,000	3,557,564	4,052,564	
Total Assets	\$657,394	\$1,479,717	\$2,137,111	\$3,419,639	\$5,556,750	
Liabilities and Net Assets						
Liabilities	\$0	\$0	\$0	\$802,732	\$802,732	
Net Assets						
Unrestricted	0	0	0	2,344,261	2,344,261	
Temporarily Restricted	582,956	1,131,979	1,714,935	272,646	1,987,581	
Permanently Restricted	74,438	347,738	422,176	0	422,176	
Total Net Assets	657,394	1,479,717	2,137,111	2,616,907	4,754,018	
Total Liabilities and Net Assets	\$657,394	\$1,479,717	\$2,137,111	\$3,419,639	\$5,556,750	

1,185,258
495,000
34,677

The Computer Museum			
Allocation of Assets			
April 30, 2000			
	Boston Hist Ctr	Boston TCM	Total
Assets			
Operating Cash			
Bank Boston--Operating	\$635,901	(\$128,061)	\$507,840
Bank Boston--Money Market	1,078		1,078
Total Operating Cash	636,979	(128,061)	508,918
Accounts Receivable		152,456	152,456
Total Current Assets	636,979	24,395	661,374
Pledges Receivable-non current	495,000		495,000
Endowment			
Bank Boston Cash	297,738		297,738
Bank Boston Investment	50,000		50,000
Total Endowment	347,738		347,738
Total Assets	\$1,479,717	\$24,395	\$1,504,112
Liabilities and Net Assets			
Current Liabilities		\$24,395	\$24,395
Net Assets			
Unrestricted		(24,395)	(24,395)
Temporarily Restricted	\$1,131,979		1,131,979
Permanently Restricted	347,738		347,738
Total Net Assets	1,479,717	(24,395)	1,455,322
Total Liabilities and Net Assets	\$1,479,717	\$0	\$1,479,717

Computer Museum			
Allocation of Assets			
Summary April 30, 2000			
	Boston	Boston	
	Hist Ctr	TCM	Total
Cash	\$636,979	(\$128,061)	\$508,918
Endowment	347,738	0	347,738
Other Assets	495,000	152,456	647,456
Total Assets	\$1,479,717	\$24,395	\$1,504,112
Liabilities and Net Assets			
Liabilities	\$0	\$24,395	\$24,395
Net Assets			
Unrestricted	0	(24,395)	(24,395)
Temporarily Restricted	1,131,979	0	1,131,979
Permanently Restricted	347,738	0	347,738
Total Net Assets	1,479,717	(24,395)	1,455,322
Total Liabilities and Net Assets	\$1,479,717	\$0	\$1,479,717

****DRAFT****

THE COMPUTER MUSEUM, INC.

Statements of Financial Position

**April 30,
2000**

Assets

Current Assets:

Cash and cash equivalents	\$ 1,091,874
Accounts Receivable - net of allowance for doubtful accounts of \$0	152,456
Total Current Assets	<u>1,244,330</u>

Pledges receivable, non-current	<u>495,000</u>
--	----------------

Endowment investments

Cash and cash equivalents	372,176
Investments	50,000
Total endowment investments	<u>422,176</u>

Total Assets	<u>2,161,506</u>
---------------------	------------------

Liabilities and net assets

Current liabilities:

Accounts payable	24,395
------------------	--------

Net assets:

Unrestricted	-
Temporarily restricted	1,714,935
Permanently restricted	422,176
Total net Assets	<u>2,137,111</u>

Total liabilities and net assets	<u>\$ 2,161,506</u>
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revised

The Computer Museum						
Allocation of Assets						
June 30, 1999						
	West Coast	Boston	Total	Boston		
	Hist Ctr	Hist Ctr	Hist Ctr	TCM		Total
Assets						
Operating Cash						
Bank of America	\$582,956		\$582,956			\$582,956
Bank Boston--Operating		\$635,901	635,901	(\$142,087)		493,814
Bank Boston--Money Market		1,078	1,078			1,078
Pell Money Market				5,046		5,046
Variance				(884)		(884)
Total Operating Cash	582,956	636,979	1,219,935	(137,925)		1,082,010
Accounts Receivable				33,491		33,491
Pledges Receivable--Current				100,000		100,000
Inventory				10,014		10,014
Total Current Assets	582,956	636,979	1,219,935	5,580		1,225,515
Pledges Receivable-non current		495,000	495,000	80,000		575,000
Endowment						
Bank of America Cash	74,438		74,438			74,438
Bank Boston Cash		200,000	200,000			200,000
Bank Boston Investment		147,738	147,738			147,738
Total Endowment	74,438	347,738	422,176			422,176
Fixed Assets				3,334,059		3,334,059
Total Assets	\$657,394	\$1,479,717	\$2,137,111	\$3,419,639		\$5,556,750
Liabilities and Net Assets						
Current Liabilities				\$802,732		\$802,732
Net Assets						
Unrestricted				2,344,261		2,344,261
Temporarily Restricted	\$582,956	\$1,131,979	\$1,714,935	272,646		1,987,581
Permanently Restricted	74,438	347,738	422,176	0		422,176
Total Net Assets	657,394	1,479,717	2,137,111	2,616,907		4,754,018
Total Liabilities and Net Assets	\$657,394	\$1,479,717	\$2,137,111	\$3,419,639		\$5,556,750

Computer Museum						
Allocation of Assets						
Summary June 30, 1999						
	West Coast	Boston	Total	Boston		
	Hist Ctr	Hist Ctr	Hist Ctr	TCM		Total
Cash	\$582,956	\$636,979	\$1,219,935	(\$137,925)		\$1,082,010
Endowment	74,438	347,738	422,176	0		422,176
Other Assets	0	495,000	495,000	3,557,564		4,052,564
Total Assets	\$657,394	\$1,479,717	\$2,137,111	\$3,419,639		\$5,556,750
Liabilities and Net Assets						
Liabilities	\$0	\$0	\$0	\$802,732		\$802,732
Net Assets						
Unrestricted	0	0	0	2,344,261		2,344,261
Temporarily Restricted	582,956	1,131,979	1,714,935	272,646		1,987,581
Permanently Restricted	74,438	347,738	422,176	0		422,176
Total Net Assets	657,394	1,479,717	2,137,111	2,616,907		4,754,018
Total Liabilities and Net Assets	\$657,394	\$1,479,717	\$2,137,111	\$3,419,639		\$5,556,750

Computer Museum						
Allocation of Assets						
Summary April 30, 2000						
	West Coast	Boston	Total	Boston		
	Hist Ctr	Hist Ctr	Hist Ctr	TCM		Total
Cash	\$582,956	\$636,979	\$1,219,935	(\$128,061)		1,091,874
Endowment	74,438	347,738	422,176	0		422,176
Other Assets	0	495,000	495,000	152,456		647,456
Total Assets	\$657,394	\$1,479,717	\$2,137,111	\$24,395		\$2,161,506
Liabilities and Net Assets						
Liabilities	\$0	\$0	\$0	\$24,395		24,395
Net Assets						
Unrestricted	0	0	0	0		0
Temporarily Restricted	582,956	1,131,979	1,714,935	0		1,714,935
Permanently Restricted	74,438	347,738	422,176	0		422,176
Total Net Assets	657,394	1,479,717	2,137,111	0		2,137,111
Total Liabilities and Net Assets	\$657,394	\$1,479,717	\$2,137,111	\$24,395		\$2,161,506

The Computer Museum						
Allocation of Assets						
April 30, 2000						
	West Coast Hist Ctr	Boston Hist Ctr	Total Hist Ctr	Boston TCM	Total	
Assets						
Operating Cash	\$582,956		\$582,956			582,956
Bank Boston—Operating		\$635,901	635,901	(\$128,061)		507,840
Bank Boston—Money Market		1,078	1,078			1,078
Total Operating Cash	582,956	636,979	1,219,935	(128,061)		1,091,874
Accounts Receivable				152,456		152,456
Total Current Assets	582,956	636,979	1,219,935	24,395		1,244,330
Pledges Receivable-non current		495,000	495,000			495,000
Endowment						
	74,438		74,438			74,438
Bank Boston Cash		297,738	297,738			297,738
Bank Boston Investment		50,000	50,000			50,000
Total Endowment	74,438	347,738	422,176			422,176
Total Assets	\$657,394	\$1,479,717	\$2,137,111	\$24,395		\$2,161,506
Liabilities and Net Assets						
Current Liabilities				\$24,395		24,395
Net Assets						
Unrestricted				0		0
Temporarily Restricted	\$582,956	\$1,131,979	\$1,714,935			1,714,935
Permanently Restricted	74,438	347,738	422,176			422,176
Total Net Assets	657,394	1,479,717	2,137,111	0		2,137,111
Total Liabilities and Net Assets	\$657,394	\$1,479,717	\$2,137,111	\$24,395		\$2,161,506

****DRAFT****

THE COMPUTER MUSEUM, INC.

Statements of Financial Position

**April 30,
2000**

Assets

Current Assets:

Cash and cash equivalents	\$ 1,091,874
Accounts Receivable - net of allowance for doubtful accounts of \$0	<u>152,456</u>
Total Current Assets	<u>1,244,330</u>

Pledges receivable, non-current	<u>495,000</u>
--	-----------------------

Endowment investments

Cash and cash equivalents	372,176
Investments	<u>50,000</u>
Total endowment investments	<u>422,176</u>

Total Assets	<u><u>2,161,506</u></u>
---------------------	--------------------------------

Liabilities and net assets

Current liabilities:

Accounts payable	24,395
------------------	--------

Net assets:

Unrestricted	-
Temporarily restricted	1,714,935
Permanently restricted	<u>422,176</u>
Total net Assets	<u>2,137,111</u>

Total liabilities and net assets	<u><u>\$ 2,161,506</u></u>
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THE COMPUTER MUSEUM, INC.****DRAFT******Statement of Activity
For the Ten Months Ended April 30, 2000**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Unrestricted</u>	<u>Total</u>
Revenues, gains and other support:				
Contributions	\$ 9,223	\$ -	\$ -	\$ 9,223
Contributions-Computer Bowl	-	-	-	-
Membership	1,331	-	-	1,331
Admissions	-	-	-	-
Contributions and other support:				
History Center	-	-	-	-
Computer Clubhouse	28,380	-	-	28,380
Investment income	-	-	-	-
Auxiliary income	2,702	-	-	2,702
Total	41,636	-	-	41,636
Net assets released upon satisfaction of program restrictions	5,500	(5,500)	-	-
Total revenues, gains, and other support	47,136	(5,500)	-	41,636
Expenses:				
Program services:				
Exhibits	9,209	-	-	9,209
Marketing&Membership	22,843	-	-	22,843
History Center	-	-	-	-
Computer Clubhouse	1,697	-	-	1,697
Auxiliary activities	3,388	-	-	3,388
	37,137	-	-	37,137
General Administration	51,623	-	-	51,623
Computer Bowl	14,000	-	-	14,000
Fundraising	60	-	-	60
Total	102,820	-	-	102,820
Change in net assets before depreciation and extraordinary items	(55,684)	(5,500)	-	(61,184)
Depreciation	(71,659)	-	-	(71,659)
Change in net assets before extraordinary items	(127,343)	(5,500)	-	(132,843)
Extraordinary items				
Gain on sale of building	3,539,007	-	-	3,539,007
Transfer of net assets	(5,755,925)	(267,146)	-	(6,023,071)
Total	(2,344,261)	(272,646)	-	(2,616,907)
Change in net assets	(2,344,261)	(272,646)	-	(2,616,907)
Net assets at beginning of year	2,344,261	1,987,581	422,176	4,754,018
Net assets at end of year	\$ 0	\$1,714,935	\$ 422,176	\$ 2,137,111

The Computer Museum History Center
Details on Artifact Donors Who Sent Letters and
Their Donations to the History Center

Prepared for Deirdre Rosenberg, Esq.
Assistant Attorney General, Commonwealth of Massachusetts
November 9, 1999

Gene Amdahl - *Wisc*
Gordon & Gwen
Erich Bloch *Stretch*
Henry Burkhardt *Nova*
Kirk Campbell *IDC contest - old PC's*
Bill Gates *basic paper tape*
Laura Gould *Lehmer
number stores*
Gardner Hendrie -
Robert Metcalfe - *ethernet cable*
Eugene Miya - *source code for worm*
Dave Nelson - *Apple machine*
OakRidge National Laboratory - *KSR 1*
George Pake - *Dover & Altos*
William Strecker - *DEC machines*
Steve Wallach - *Convex*

Carry - MIT
Cindy

Inventory of The Computer Museum Collections Items at Museum Wharf

Compiled by Oliver Strimpel & Don Greene on 7/7/99

(note, Bay 1 is at Congress Street end)

Items from Wizards & Their Wonders Exhibit, all located in Don Greene's Office on Floor 5 Bay 6

- Ethernet tap
- Prototype laser printer engine
- Vax 11/780 board
- DDP 116 board
- Busicom prototype calculator
- Java input device
- Macintosh wirewrap prototype *on loan*
- Sun-1 board
- HP35 calculator
- Core memory stack X250.81

- Mead & Conway Intro to VLSI Systems book
- Inc. Magazine May 1982 (1-2-3 Bricklin Frankston on cover)
- Paul Baran paper on networks
- IBM 704 programmer's guide
- UNIX plate
- Sketchpad Report by Ivan Sutherland signed by A.J. Perlis 1963
- LISP 1 Programmer's manual Mar 1 1960, RLE, MIT
- Alto User's Handbook, PARC, Sept 1979
- Tim Berners-Lee: paper on hyperlink design, CERN March 1989

Items from Milestones of a Revolution Exhibit on 6th Floor Bays 2 & 3

- Large tube radio wooden housing, RCA Victor
- IBM 031 card punch on loan IBM L.5.91
- IBM 080 sorter on loan IBM L.6.91

- Whirlwind:
 - Teletypewriter, tape reader on green table (console stand?) in control room area
 - Six full height racks, two with embedded scope, one with tape drive, all with lights, in control room area behind manikin.
 - Six full height processor racks, several units marked as registers, arranged in two rows of three X115.82 XD153.73
 - Two additional full height processor racks (X1031.90 not sure this goes with this item)
 - Core memory unit XD412.84
 - Core memory plane (embedded in reader rail)

- Memories case:
 - Acoustic delay line NPL X160.82
 - Magnetorestrictive delay line (on loan from Science Museum, London XD230.80)
 - Magnetic drum from English Electric Deuce XD3.75
 - Magnetic shift register XD6.75
 - Selectron X281.83
 - Williams Tube Ferranti Mk I
 - Electrostatic storage tube Whirlwind (?) X67.82

- UNIVAC I

Mercury memory tank X976.89
Supervisory control Unityper and Uniservo X941.88
Arithmetic Unit, Uniservo on loan from Smithsonian X491.84
Tektronix type 543A oscilloscope X1061.91

- IBM System 360/30 X1059.91, including console, controller's teletype, tape drives, disc drives, tape library
Cobol tombstone
Fortran and Cobol manuals

Ideas that did not become standards case:

- Light pen from TX0 XD154.75
- MOBIDIC scale model X981.89
- 96-Column punched cards (System 3?) X428.84
- NCR CRAM X1030.90
- Tunnel diode memory XD250.81
- PL1 Manual X91.31
- PDP-7 front panel X1072.91
Dvorak keyboard X1073.91
- PDP-8, rack-mounted with various medical electronics
PDP-8A X1060.91 with light control electrics from A Chorus Line
- Cray 1-M/4400
Adage Graphics Display monitor. (I did not see frame buffer)

In Hacker's Garage vignette
Model 33 teletype X429.84

- MITS Altair 8800 X58.52
- Apple 1 X210.83
Computer Space X1025.90
- Pong (just the shell)

In Hong Kong Jockey Club vignette

- IBM PC twin floppy X1039.90

In Granada High School vignette
Apple Macintosh 512K

In PC case

- Commodore Pet 2000 X364.84
- Apple II X683.86
- Tandy TRS-80 model 1 X722.86
- Sinclair ZX-80 X513.84
- Kenbak 1 X703.86
- TVT-1 TV Typewriter X689.86
- Scelbi 8B X714.86
- NorthStar Horizon X1033.90
- MITS Altair 8800 X680.86

In Bay 3 floor 5

- Ivan Sutherland's head-mounted display and cables, 1969
- Virtual I-glasses 1996

In Bay 4 on floor 6, at entrance to Smart Machines

- R2D2 costume, on loan from Smithsonian

In Bay 5 on floor 6 (Smart Machines)

Tinker-Toy computer

RB5X robot by General Robotics Corp. (may not be in collections)

Unimate, Mark II but Unimation, On loan from Smithsonian Institution

In Smart Machines timeline

Backplane of Cons machine

- PDP-10 console

On wall

Hopper 1 (1-legged hopping robot by Marc Raibert)

In Smart Machines Theater

Shakey, 1970, on loan from SRI International

The Beast 1965

OBLIX 1981, on loan Tokyo Institute of Technology

Biper 3,4 2-legged robots 1981-3, on Loan Tokyo Institute of Technology

Tital III quadruped 1981, on loan Tokyo Institute of Technology

Pluto, wheeled mobile robot with TV camera by Hans Moravec, 1983

Stanford Cart, 1965, on loan Stanford University

- Mars Rover software prototype 1977, on loan NASA/JPL
- Mars Rover hardware prototype 1977, on loan NASA/JPL
- Consight I (object recognition on conveyor belt, no camera present)
- Sea Rover, underwater remotely guided robot 1985
- Direct Drive Arm, Takeo Kanade 1981
- Original Stanford Arm 1969, on loan Stanford University
- Rancho Arm, based on orthotic arm, 1960, on loan Stanford University
- Silver Arm 1974
- Omnibot 2000 1985 (children's robot for learning to program)
- Orm (air powered arm with disks) 1965, on loan Stanford University
- IRI M50, air powered industrial arm, 1982
- Charlie, assembly robot (for making 8" or 5.25" floppies?) 1983, on loan Shape Inc., Biddeford ME
- Page-turning robot 1986
- Able, amateur-designed robot companion for disabled person 1969, on loan Far Labs, South Hadley, MA
- Tomovic hand (attached to Tentacle Arm) 1965
- Tentacle Arm, hydraulic arm by Marvin Minsky 1968, on loan, MIT

In Bay 6 on floor 6 (offices)

Two oversize wooden teaching slide rules by Pickett & Ellis

Hologram of hubcap by Stephen Benton, MIT Media Lab

JOHNIAC framed print

Apollo 15 flag (traveled to the Moon) and badge framed, signed by Scott (?)

AARON drawings, Harold Cohen, six-pieces framed b/w (on wall between Exec Dir's office and adjacent office)

AARON drawing framed, Harold Cohen, 1983 (on wall near window facing Fort Point Channel)

Signed, framed Computer Bowl player card set

Signed, framed Computer Bowl posters (2)

In & on case in far corner (near Exec. Director's office); did not have key to unlock it so this may not be quite accurate:

ETA systems exhibit with wafer, chip

Computer Museum plexi-mounted CDC6600 Core plane

Various CDC6600 cordwood modules XD113.80 XD265.81

Various CDC 6600 core planes

- ILLIAC III modules
 - ALWAC III Logic Board
 - Faber Tech core memory X646.85
 - Cray-1 boards (heavy copper core)
- DEC Flip-chip modules
 - Amdahl computer modules (with elaborate heat sinks on chips)
 - Magnetostrictive delay lines (2) by Astro Circuit Corp.

In Bay 1 on floor 5, The Networked Planet

In machine room

- BBN IMP
- In timeline
 - Fire call box 1852, on loan from the Bostonian Society
 - Morse Code machine (on loan from Gordon & Gwen Bell)
 - Pocket radio 1954, X374.84
 - Acoustic coupler modem 1966, XD392.83
 - Briefcase terminal with acoustic coupler modem 1969, X113.92
 - Blue Box 1972, X727.86
 - SAGE Light gun X267.83
 - Minitel 1981 X971.89
 - NSNIPES network game X1195.95
 - Modem by Hayes 1979, X1194.95
 - Cable transceiver, Astra Communications X1188.95
 - Stratus Computer board

END

Subj: **Fwd: RE: Donor Letters**
Date: 8/12/99 2:47:50 PM Eastern Daylight Time
From: len@shustek.com (Len Shustek)
To: ghendrie@aol.com (Gardner Hendrie)

Gardner:

For the MA attorney-general to approve the transfer of the collection we need some letters from individual donors. They need to say that the artifacts or funds were for the preservation of history, and that at the time of the donation and presently they had no expectation that the assets or funds donated were to remain in Massachusetts.

1. Can you write such a letter on behalf of your donations, and send it to Rich May (address below) with a copy to me? Thanks.

2. Who else can we get to write such letters? I've asked Gordon. Other Boston-based donors would probably carry more weight with the A-G.

- Len

From: Tom Bilodeau <TBilodeau@RichMayLaw.com>
Reply-To: "TBilodeau@RichMayLaw.com" <TBilodeau@RichMayLaw.com>
To: "de Maigret, Clarke J." <Demaigret_CJ@pillsburylaw.com>, "len@shustek.com" <len@shustek.com>
Cc: "lweber@webergroup.com" <lweber@webergroup.com>
Subject: RE: Donor Letters
Date: Thu, 12 Aug 1999 13:41:11 -0400
Organization: Rich, May, Bilodeau & Flaherty
X-Mailer: Microsoft Internet E-mail/MAPI - 8.0.0.4211

Thanks Clarke.

For your information, Mr. Shustek, the letters that were previously provided us by Tom Franklin have been forwarded to the AG' office. Those were very helpful, but they would like letters from specific donors making it absolutely clear that those donors did not have an expectation that the donated funds or artifacts would remain in Massachusetts. The focus needs to be that the gifts were made to help fulfill the purpose/mission of History Center, and not with the idea that Massachusetts was necessarily the intended home of such collection. This will help to address Mass. case law which has held certain transfers of charitable assets can not be made if the assets to be transferred were given with an expectation of a certain use (e.g. establishing a collecting museum in Massachusetts), even if there was no express restriction provided with the gift. As Clarke suggested, please feel free to call me with any questions or concerns.

—Original Message—

From: de Maigret, Clarke J. [SMTP:Demaigret_CJ@pillsburylaw.com]
Sent: Thursday, August 12, 1999 1:29 PM
To: 'len@shustek.com'

Cc: 'tbilodeau@richmaylaw.com'
Subject: FW: Donor Letters

Len,

Tom Bilodeau has asked me to get in touch with you regarding some letters to help with the transfer of assets from The Computer Museum Boston to the History Center out here. Tom was wondering if you could help him round up some letters from key donors to the Boston facility stating that the donors did not intend for their donations or the proceeds of their donations to remain within the state of Massachusetts. Apparently, these letter will help speed up the approval required from the Massachusetts Attorney General's office to transfer the collection out of state. Please feel free to call me at the number below or Tom at 617-556-3813 if you are able to help with this or if you could put us in touch with someone who can.

Best regards,
Clarke

Clarke de Maigret
Attorney at Law
Pillsbury Madison & Sutro LLP
2550 Hanover Street
Palo Alto, CA 94304-1115
tel (650) 233-4565
fax (650) 233-4545
> <http://pillsburylaw.com>
>

-----Original Message-----

From: Tom Bilodeau [mailto:TBilodeau@RichMayLaw.com]
Sent: Thursday, August 12, 1999 8:51 AM
To: 'demaigret_cj@pillsburylaw.com'
Subject: Donor Letters

Clarke -

Just to follow up on our last conversation - could you let me know if you have been able to talk with Len about getting letters from a few of the more significant donors to the effect that at the time of the donation and presently they had no expectation that the assets or funds donated were to remain in Massachusetts. Thanks and feel free to call me, or have Len call me, to discuss this further. - Tom

Thomas H. Bilodeau
Rich, May, Bilodeau & Flaherty, P.C.
294 Washington St.
Boston, MA 02108
617-556-3813 (ph)
617-556-3891 (fax)

Subj: **Fwd: RE: Donor Letters**

Date: 8/13/99 1:05:36 PM Eastern Daylight Time

From: len@shustek.com (Len Shustek)

To: ghendrie@aol.com (Gardner Hendrie), gbell@microsoft.com (Gordon Bell)

CC: BELL@computerhistory.org (Gwen Bell), mathews@computerhistory.org (Karen Mathews), TBilodeau@RichMayLaw.com (Tom Bilodeau), lweber@webergroup.com (Larry Weber), Demaigret_CJ@pillsburylaw.com (Clarke de Maigret), jffigu@igu.com (Tom Franklin)

Gordon, Gardner:

It sounds like our letters should be addressed to:

Deirdre Rosenberg, Esq.
Assistant Attorney General
Division of Public Charities
Office of the Attorney General
Commonwealth of Massachusetts
One Ashburton Place
Boston, Massachusetts 02133

and sent to

Thomas H. Bilodeau
Rich, May, Bilodeau & Flaherty, P.C.
294 Washington St.
Boston, MA 02108

I will send a letter today with respect to the \$625,000 that I donated to TCM. Please help get as many letters to Tom as we can regarding both money and artifact donations. I'll be out of town for two weeks starting tomorrow.

Thanks,
Len Shustek

>From: Tom Bilodeau <TBilodeau@RichMayLaw.com>

>To: "Len Shustek" <len@shustek.com>

>Subject: RE: Donor Letters

>Date: Fri, 13 Aug 1999 08:33:23 -0400

>Organization: Rich, May, Bilodeau & Flaherty

>

>They should be addressed to Deidre. Perhaps you should collect them and

>send them on to me and I will deliver them all to Deidre at one time. Let

>me know if you need her or my address.

----- Headers -----

Return-Path: <len@shustek.com>

Received: from aol.com (rly-zc02.mail.aol.com [172.31.33.2]) by air-zc02.mail.aol.com (v60.25) with ESMTP; Fri, 13 Aug 1999 13:05:36 -0400

Received: from paloalto01.pop.internex.net (paloalto01.pop.internex.net [205.158.3.130]) by rly-zc02.mx.aol.com (v60.25) with ESMTP; Fri, 13 Aug 1999 13:05:26 -0400

Received: from helios.xo-1.helios.xo.com ([207.88.197.154])

Subj: **Letters for the Mass. A-G**

Date: 8/12/99 4:58:00 PM Eastern Daylight Time

From: len@shustek.com (Len Shustek)

To: ghendrie@aol.com (Gardner Hendrie), gbell@microsoft.com (Gordon Bell), BELL@computerhistory.org (Gwen Bell)

CC: mathews@computerhistory.org (Karen Mathews), jtflgu@lgu.com (Tom Franklin)

The lawyer says that 4 or 5 letters from donors may not be enough.

"...if those 4 or 5 only account for, say, only 20% of the collection, it is likely we would need more."

Who else can we contact to write letters ASAP to the Massachusetts Attorney-General and send them to Rich May, with copies to us?

The gist, remember, is that they "make it absolutely clear that those donors did not have an expectation that the donated funds or artifacts would remain in Massachusetts. The focus needs to be that the gifts were made to help fulfill the purpose/mission of History Center, and not with the idea that Massachusetts was necessarily the intended home of such collection."

I am heading out of the country this weekend and will be gone for two weeks, so I can't bird-dog this. I'm depending on you folks to make this happen. If the A-G rules against us, the Museum of Science will likely stop the transfer of the collection and the funds to the History Center.

Len Shustek

----- Headers -----

Return-Path: <len@shustek.com>

Received: from aol.com (rly-yh03.mail.aol.com [172.18.147.35]) by air-yh04.mail.aol.com (v60.25) with ESMTP; Thu, 12 Aug 1999 16:58:00 -0400

Received: from paloalto01.pop.internex.net (paloalto01.pop.internex.net [205.158.3.130]) by rly-yh03.mx.aol.com (v60.25) with ESMTP; Thu, 12 Aug 1999 16:57:45 -0400

Received: from helios.xo-1.helios.xo.com ([207.88.197.154])
by paloalto01.pop.internex.net (Post.Office MTA v3.1.2
release (PO203-101c) ID# 0-34792U7500L7500S0) with ESMTP
id AAA15734; Thu, 12 Aug 1999 13:41:36 -0700

Message-Id: <4.2.0.58.19990812132844.00c68780@PaloAlto01.pop.internex.net>

X-Sender: helios.xo-1@PaloAlto01.pop.internex.net

X-Mailer: QUALCOMM Windows Eudora Pro Version 4.2.0.58

Date: Thu, 12 Aug 1999 13:39:28 -0700

To: "Gardner Hendrie" <ghendrie@aol.com>, "Gordon Bell" <gbell@microsoft.com>,
"Gwen Bell" <BELL@computerhistory.org>

From: Len Shustek <len@shustek.com>

Subject: Letters for the Mass. A-G

Cc: "Karen Mathews" <mathews@computerhistory.org>,
"Tom Franklin" <jtflgu@lgu.com>

Mime-Version: 1.0

Content-Type: text/plain; charset="us-ascii"; format=flowed

Subj: **Computer Museum Announcement**

Date: 8/18/99 8:13:30 AM Eastern Daylight Time

From: lweber@webergroup.com

To: Paul@Egerman.com, barry.r.nearhos@us.pwc.global.com, jtfigu@igu.com, Rick@crv.com, ghendrie@aol.com, Dhouse@baynetworks.com, mres@media.mit.edu, len@shustek.com, sam.fuller@analog.com, mschughes@aol.com, belposto@aol.com, lsproull@bu.edu, Dorothy_Terrell@nmss.com, shoch@alloyventures.com, stk@infoseek.com, SamAlbert@SamAlbert.com, randers@andiron.com, dla00@juts.ccc.amdahl.com, gary_beach@cio.com, gbell@microsoft.com, bell@tcm.org, ed@belove.com, jbraun@ea.com, danb@trellix.com, vcerf@mci.net, brian_cullinan@notes.pw.com, andy@ccipr.com, rdavoli@mindspring.com, cdigate@mathsoft.com, judith@media.mit.edu, ledwards@dbstar.com, bill@teamfoster.com, Hirshberg@aol.com, Teri_Holbrooke@zd.com, chouse@spectron.com, rlucky@bellcore.com, patmcgovern@idg.com, jmckenney@hbs.harvard.edu, dcmahoney@aol.com, morgan@acm.org, morgan@shore.net, morselb@aol.com, nassi@scruznet.com, suhas@cirrus.com, nick@inmet.com, blpeuto@peuto.com, joyce@swcouncil.org, JWP@AVS.com, hsalwen@ultranet.com, Grant_Saviers@corp.adaptecc.com, schwartz@tcm.org, paul.severino@netcentric.com, Hals@rials.com, msimmons@internetmci.com, bill.spencer@sematech.org, jfsutter@corp.rockwell.com, juanita.wade@ci.boston.ma.us, 73060.3352@compuserve.com
CC: lucia.quinn@alliedsignal.com

On Wednesday morning we will be announcing the closing of the TCM/MOS agreement. Below is a copy of the press release. I appreciate all of your efforts and support over the past year as we have worked to make this happen. I hope you will continue to support the Museum in its efforts. You will be hearing shortly from the Museum of Science about membership opportunities. If you have any questions, please do not hesitate to contact me.

Lary

CONTACTS:

Carol Thistle Gail Jennes Erika McCarthy
Museum of Science The Computer Museum The Children's
Museum
(617) 589-0255 (617) 589-0393 (617) 426-6500x213
cthistle@mos.org gjennes@mos.org mccarthy@bostonkids.org

**MUSEUM OF SCIENCE AND COMPUTER MUSEUM FINALIZE AGREEMENT
TO JOIN FORCES, CHILDREN'S MUSEUM TO EXPAND AT FORT POINT CHANNEL
First Computer Museum Exhibit to Open at Science Park in September**

BOSTON (August 18, 1999)— The Museum of Science and The Computer Museum today announced that plans to join their operations are complete and that the first Computer Museum exhibit, The Virtual FishTank, will open at Science Park on September 3. The Children's Museum also announced that it has purchased The Computer Museum's half interest in Museum Wharf, increasing the size of The Children's Museum waterfront location by 60,000 square feet.

Ira Stepanian, chairman of the Board of Trustees of the Museum of Science, said, "As the Museum of Science enters the next millenium, joining with The Computer Museum accelerates the enhancement of computing technology throughout our exhibits and programs. Computing has revolutionized science, and the Museum of Science is constantly exploring and evaluating new technologies as they converge with science to present them to the public in an engaging way. The Virtual FishTank is a compelling example of the value of computer-simulated models and the latest technologies in understanding science."

The Computer Museum at Museum Wharf closed to the public July 1, 1999, to prepare for the move and to allow The Children's Museum to begin implementing plans to utilize its new space. Immediate plans include

such visitor amenities as a revamped, larger temporary lobby, access to a second, larger elevator and the opening in October of a 3,500 square foot Sesame Street exhibition, using new space. Future plans include the creation of a premier waterfront attraction for children, families, caregivers and educators including outdoor exhibitions, additional visitor amenities such as a new, permanent lobby and added restaurant options, as well as new indoor exhibit halls.

Boston Mayor Thomas M. Menino said: "This is great news for the city of Boston and all of New England. The Children's Museum needs to be able to continue to grow in order to play a crucial role in the lives of children and families of Boston. And when The Computer Museum moves to the Museum of Science, area residents and tourists alike will have fun exploring computer technology and all the sciences at one world-class destination."

Children's Museum Grows into the 21st Century

Susan Winston Leff, chairperson of the Board for The Children's Museum, said, "This July marked the 20th anniversary of The Children's Museum's move from Jamaica Plain to our current Fort Point Channel location. After 20 years on the waterfront, The Children's Museum Board is excited to be able to realize our dream of growing The Children's Museum both inside and out, utilizing our unique urban location to create an engaging waterfront destination for the children and families of Boston."

Computer Museum Exhibits and Programs Reach More People

Larry Weber, chairman of the Board of Trustees of The Computer Museum, said, "Computing technology has had a major impact on our lives in a multitude of ways. By joining forces with the Museum of Science, we are broadening our educational reach and helping to deepen the understanding of how computers are transforming the way we work and play."

The Virtual FishTank will occupy a premium space at the Museum of Science near The Wave Tank, a 90-foot-long water tank that models wave-like behaviors in nature. The next Computer Museum exhibit, The Best Software for Kids Gallery, will open in November. A proposed exhibit, The Computing Revolution: From History Into the Future, comprising computing milestones from the 1940s into the future, is planned to open in two years. Additional classrooms and workshop space, dedicated to computer-based activities, will be known as "The Computer Museum @ the Museum of Science." The Computer Museum's flagship Computer Clubhouse – an award-winning after-school program for under-served teens – will continue to serve members at Museum Wharf through June 30, 2000.

The Computer Museum's signature event, The Computer Bowl?, will be held in the spring of 2000 at the Museum of Science and will benefit the computer technology and preservation programs of the Museum of Science and The Computer Museum History Center in Silicon Valley.

About the Museum of Science

Recognized as a leader in informal science education, the Museum of Science takes a hands-on approach to science that attracts more than 1.9 million visitors every year. Appealing to both children and adults, the Museum demonstrates the fun, excitement, and relevance of science in daily life. Visitors interact with more than 600 exhibits, including the Computer Discovery Space. Other features include the Thomson Theater of Electricity, home of the world's largest Van de Graaff generator; the Charles Hayden Planetarium; the Gilliland Observatory; and the Mugar Omni Theater, where a five-story domed screen surrounds

audiences with larger-than-life images. Founded in 1830, the Museum of Science is an independent, non-profit institution, with more than 90 percent of its funds coming from the private sector. Information about the Museum of Science and its programs and exhibits is available at www.mos.org.

About The Children's Museum

The Children's Museum of Boston exists to help children understand and enjoy the world in which they live. It is a private, non-profit, educational institution that is recognized internationally as a research and development center and pacesetter for children's exhibitions, educational programs and curriculum. The Children's Museum focuses on three key areas of expertise: visitor programs, teacher resources and early childhood education. More information about The Children's Museum can be found at <http://www.BostonKids.org>.

About The Computer Museum

Since its 1979 founding, The Computer Museum has enabled people from around the world to explore computing through interactive exhibits and informal learning activities. Each year, more than 40,000 students from New England have experienced the Museum's on-site resources, hundreds of educators have learned how to use the Internet, and millions more have explored the website (www.tcm.org). The Computer Clubhouse after-school program serves thousands of inner-city youths in the United States, Europe and South America. The Computer Museum History Center, originally a part of The Computer Museum in Boston and now located in Mountain View, California, is home to the most comprehensive archive of computing artifacts in the world. The History Center has recently become a separate non-profit institution. The Center plans to build a permanent Silicon Valley facility to house the Museum's artifact collection and serve as an international center for research into the history of computing. Last year, NASA Ames guaranteed the Center a long-term lease on two acres of land at Moffett Field, adjacent to the location of the future home of the California Air and Space Center.

-30-

Headers

Return-Path: <lweber@webergroup.com>

Received: from rly-za05.mx.aol.com (rly-za05.mail.aol.com [172.31.36.101]) by air-za02.mail.aol.com (v60.27) with ESMTP; Wed, 18 Aug 1999 08:13:30 -0400

Received: from relay6.smtp.psi.net (relay6.smtp.psi.net [38.9.30.2]) by rly-za05.mx.aol.com (v60.25) with ESMTP; Wed, 18 Aug 1999 08:13:18 -0400

Received: from [206.5.12.183] (helo=weber_4.webergroup.com)

by relay6.smtp.psi.net with smtp (Exim 1.90 #1)

id 11H4ZL-00046v-00; Wed, 18 Aug 1999 08:11:52 -0400

Received: by weber_4.webergroup.com (Lotus SMTP MTA SMTP v4.6 (462.2 9-3-1997)) id 852567D1.0041E987 ; Wed, 18 Aug 1999 07:59:56 -0400

X-Lotus-FromDomain: WEBER

From: lweber@webergroup.com

To: Paul@Egerman.com, barry.r.nearhos@us.pwc.global.com, jtfigu@lgu.com,

Rick@crv.com, ghendrie@aol.com, Dhouse@baynetworks.com,

mres@media.mit.edu, len@shustek.com, sam.fuller@analog.com,

mschughes@aol.com, belposto@aol.com, lsproull@bu.edu,

The Computer Museum

300 Congress Street
Boston, MA 02210

(617) 426-2800

MEMORANDUM

TO: Board of Trustees

FROM: Larry Weber

RE: Dissolution of The Computer Museum and Distribution of Assets and Funds to The Computer Museum History Center

DATE: October 5, 1999

It would seem that we are finally approaching the end of our journey with The Computer Museum. We have closed our transactions with the Museum of Science and The Children's Museum, and are in the process of completing our transition to the Museum of Science and The Computer Museum History Center. Towards that end, I am writing to you to seek board approval for the dissolution of The Computer Museum and the distribution of its remaining assets.

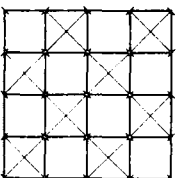
In order to dissolve The Computer Museum and distribute the artifacts and restricted funds to The Computer Museum History Center, we must obtain the written consent of all of the Trustees on this board. Towards that end, accompanying this memorandum is an Action by Unanimous Written Consent of the Board of Trustees of The Computer Museum, to authorize the filing of appropriate dissolution papers, to provide for the distribution of assets and funds to The Computer Museum History Center, and to authorize the officers of The Computer Museum to take any remaining steps to wind down and dissolve The Computer Museum.

Many of you donated countless hours and significant funds to help establish an innovative museum with the goal of increasing knowledge and awareness of computers through interactive computer exhibits, displays of historical computing artifacts, and lectures and programs. Because of your efforts, interactive computer exhibits are now prominently featured at the Museum of Science, which has also followed our lead in establishing computer-featured clubhouses and programs. Moreover, the Computer Museum History Center is well on its way to establishing itself as the premier computer collecting museum in the nation. None of this would have been possible without your generous contributions.

Accordingly, on behalf of myself and The Computer Museum, I would like to thank each of you for your generosity and dedication in serving The Computer Museum and its patrons.

Please review the enclosed consent action, sign where your name is indicated, and both fax and mail the executed consent to Thomas H. Bilodeau, Esq., Rich, May, Bilodeau & Flaherty, P.C., 176 Federal Street, Boston, Massachusetts 02110-2223 (fax #617-556-3889).

If you have any questions, please feel free to call me at (617) 520-7001. *Since the consent will be effective only upon receipt of all of the signatures, please encourage those Trustees with whom you are in contact to execute their consent and promptly return them to Mr. Bilodeau.*



THE COMPUTER MUSEUM, INC.

Board of Trustees

Action by Unanimous Written Consent
Without a Meeting

As of October 1, 1999

The undersigned, being all of the Trustees of The Computer Museum, Inc., a Massachusetts charitable corporation (the "Corporation"), do hereby take the following action by unanimous written consent in lieu of holding a meeting of Trustees of this Corporation, and do hereby direct the Clerk make this instrument a part of the records of this Corporation.

WHEREAS, while this Corporation has so far fulfilled its corporate purposes, it is no longer feasible for this Corporation to carry out such corporate purposes as it is unable to raise sufficient funds to continue its work at the desired level, attract and retain necessary management and staff, and to meet certain operation and other costs and expenses, and

WHEREAS, part of the historical mission of this Corporation has been to collect, restore, preserve, display and explain the history of computers and computing (the "Collecting Mission"), and

WHEREAS, The Computer Museum History Center, a California Public Benefit Corporation (the "Center"), was organized, among other purposes, to undertake the Collecting Mission and to engage in research concerning such history, computer artifacts and the computer industry as a whole, and

WHEREAS, the Board has determined that the Collecting Mission can be more effectively carried out in the future by the Center, and

WHEREAS, this Corporation holds certain funds which have been given to this Corporation to hold as restricted donations for the benefit of, and use by, the Center (the "Funds"), and

WHEREAS, this Corporation has entered into a Memorandum of Understanding with the Center, with respect to the transfer to the Center of the Funds and the collection of computer and computer-related artifacts set forth on Exhibit A (the "Artifacts"), consistent with the Collecting Mission and the purposes stated above, and the Center has agreed to accept such assets for such purposes, and

WHEREAS, it is advisable and in the best interest of this Corporation that, upon receipt

of necessary government and judiciary approvals, and after the payment of all outstanding debts, liabilities and obligations and the transfer of the Funds and Artifacts to the Center, that this Corporation dissolve,

NOW, THEREFORE, BE IT

RESOLVED: That the officers of this Corporation are, and each of them is, hereby authorized, in the name and on behalf of this Corporation, to submit to the Office of the Attorney General, Division of Public Charities (the "AG") for review and approval, a Complaint for Dissolution (the "Complaint"), and any and all related motions, orders, affidavits and requests (the "Related Documents"), pursuant to which, upon approval of the AG and authorization from the Supreme Judicial Court of Massachusetts (the "SJC"), and after payment of this Corporation's lawful debts, liabilities and obligations, this Corporation shall be dissolved and all of its remaining assets including the Artifacts and the Funds held by this Corporation in the amount of \$1,196,021.00 (collectively, the "Remaining Assets"), shall be distributed to the Center; such Complaint and Related Documents to be in such form as the officer or officers so executing shall deem advisable or appropriate; the authority of such officer or officers so acting to be conclusively evidenced by the execution and delivery of such Complaint and Related Documents; and

RESOLVED: That, upon receipt of the assent of the AG to the Complaint and Related Documents, this Corporation file such documents with the SJC; and

RESOLVED: That, upon receipt of an Interlocutory Order from the SJC, the officers of this Corporation are, and each of them is, hereby authorized, in the name and on behalf of this Corporation, to (i) transfer the Remaining Assets to the Center, (ii) execute and deliver to the SJC an Affidavit of Compliance, and such other motions, orders, and requests as such officer or officers deem advisable or appropriate, such documents to be in such form as the officer or officers so executing deem advisable or appropriate, and (iii) make payment to the SJC, in the form of a check of this Corporation in the amount of \$160.00, as payment for the required dissolution fee; the authority of such officer or officers so acting to be conclusively evidenced by the execution and delivery of such documents and payments; and

RESOLVED: That the officers of this Corporation are, and each of them is, hereby authorized, in the name and on behalf of this Corporation, to do any and all such further acts and things, to pay such sums, to attach the corporate seal, where appropriate, and to execute and deliver any and all such other documents, instruments and certificates as may, in the opinion of said officers, or any of them, be necessary, convenient or desirable to effectuate the purposes and carry out the actions hereinbefore set forth and to wind up the affairs of this Corporation and effect its dissolution;

RESOLVED: That any and all actions taken by the officers and trustees of this Corporation, or any of them, for and on behalf of this Corporation, in connection with the negotiation or consummation of the transfer of certain assets to the Museum of Science, the sale of certain assets to The Children's Museum, Inc., the transfer of certain artifacts and restricted funds to The Computer Museum History Center, and the consummation of any of those transactions and/or the transactions contemplated herein, be and hereby are, in all respects, adopted, approved, ratified and confirmed; and

RESOLVED: That the Written Consent of each Trustee to the foregoing action shall be filed with the records of the meetings of Trustees, whereupon any action set forth in such Consent shall be treated for all purposes as action taken at a meeting on the date first set forth above.

[Remainder of Page Intentionally Left Blank]

Signature Page to
Action by Unanimous Written Consent
Without Meeting as of October 1, 1999

Lawrence Weber

A. Neil Pappalardo

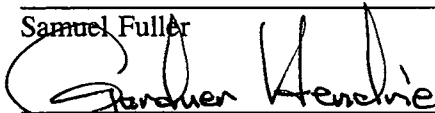
Richard Burnes, Jr.

Leonard Shustek

Lynda Bodman

Paul Egerman

Samuel Fuller



Gardner Hendrie

Christine Hughes

Barry Nearhos

Anthony Pell

Mitchel Resnick

Lee Sproull

Dorothy Terrell

Signature Page to
Action by Unanimous Written Consent
Without Meeting as of October 1, 1999

David House

J. Thomas Franklin

Steve Kirsch

John Shoch

Exhibit A

Items from "Wizards & Their Wonders" Exhibit, all located in Don Greene's Office on Floor 5 Bay 6

Ethernet tap
Prototype laser printer engine
Vax 11/780 board
DDP 116 board
Busicom prototype calculator
Java input device
Macintosh wirewrap prototype
Sun-1 board
HP35 calculator
Core memory stack X250.81

Mead & Conway Intro to VLSI Systems book
Inc. Magazine May, 1982 (1-2-3 Bricklin Frankston on cover)
Paul Baran: paper on networks
IBM 704 programmer's guide
UNIX plate
Sketchpad Report by Ivan Sutherland signed by A.J. Perlis 1963
LISP 1 Programmer's manual Mar 1 1960, RLE, MIT
Alto User's Handbook, PARC, Sept 1979
Tim Berners-Lee: paper on hyperlink design, CERN March 1989

Items from "Milestones of a Revolution" Exhibit on Floor 6 Bays 2 and 3

Large tube radio wooden housing, RCA Victor
IBM 031 card punch on loan IBM L.5.91
IBM 080 sorter on loan IBM L.6.91

"Whirlwind":

Teletypewriter, tape reader on green table in control room area
Six full height racks, two with embedded scope, one with tape drive, all with lights, in control room area behind manikin.
Six full height processor racks, several units marked as registers, arranged in two rows of three X 115.82 XD 153.73
Two additional full height processor racks (X1031.90)
Core memory unit XD412.84
Core memory plane (embedded in reader rail)

"Memories" display case:

Acoustic delay line NPL X160.82

Magnetostrictive delay line on loan from the Science Museum, London XD230.80
Magnetic drum from English Electric Deuce XD3.75
Magnetic shift register XD6.75
Selectron X281.83
Williams Tube Ferranti Mk I
Electrostatic storage tube Whirlwind X67.82

UNIVAC I

Mercury memory tank X976.89
Supervisory control Unityper and Uniservo X941.88
Arithmetic Unit, Uniservo on loan from the Smithsonian Institution X491.84
Tektronix type 543A oscilloscope X1061.91

IBM System 360/30 X 1059.91, including console, controller's teletype, tape drives, disc drives, tape library
Cobol tombstone
Fortran and Cobol manuals

“Ideas that did not become standards” display case:

Light pen from TXO XD 154.75
MOBIDIC scale model X981.89
96-Column punched cards (System 3?) X428.84
NCR CRAM X1030.90
Tunnel diode memory XD250.81
PLI Manual X91.31
PDP-7 front panel X1072.91
Dvorak keyboard X1073.91

PDP-8, rack-mounted with various medical electronics
PDP-8A X1060.91 with light control electronics from “A Chorus Line”

Cray I -M/4400
Adage Graphics Display monitor

In “Hacker's Garage” vignette:

Model 33 teletype X429.84
MITS Altair 8800 X58.52
Apple I X210.83
Computer Space X1025.90
Pong (just the shell)

In “Hong Kong Jockey Club” vignette:

IBM PC twin floppy X1039.90

In “Granada High School” vignette:

Apple Macintosh 512K

In "PC" case:

Commodore Pet 2000 X364.84

Apple 11 X683.86

Tandy TRS-80 model 1 X722.86

Sinclair ZX-80 X513.84

Kenbak 1 X703.86

TVT- 1 TV Typewriter X689.86

Scelbi 8B X714.86

NorthStar Horizon X1033.90

MITS Altair 8800 X680.86

In Floor 5, Bay 3

Ivan Sutherland's head-mounted display and cables, 1969

Virtual I-glasses 1996

In Floor 6, Bay 4, at entrance to "Smart Machines"

R2D2 costume, on loan from the Smithsonian Institution

In Floor 6, Bay 5 ("Smart Machines")

Tinker-Toy computer

RB5X robot by General Robotics Corp.

Unimate, Mark II but Unimation, on loan from the Smithsonian Institution

In "Smart Machines" timeline:

Backplane of Cons machine

PDP- 10 console

On wall:

Hopper 1 (1-legged hopping robot by Marc Raibert)

In "Smart Machines" Theater:

Shakey, 1970, on loan from SRI International

The Beast 1965

OBLIX 1981, on loan from the Tokyo Institute of Technology

Biper 3,4 2-legged robots 1981-3, on loan from the Tokyo Institute of Technology

Tital III quadruped 1981, on loan Tokyo Institute of Technology

Pluto, wheeled mobile robot with TV camera by Hans Moravec, 1983

Stanford Cart, 1965, on loan from Stanford University

Mars Rover software prototype 1977, on loan from NASA/JPL

Mars Rover hardware prototype 1977, on loan from NASA/JPL

Consight I (object recognition on conveyor belt, no camera)

Sea Rover, underwater remotely guided robot 1985

Direct Drive Arm, Takeo Kanade 1981

Original Stanford Arm 1969, on loan from Stanford University
Rancho Arm, based on orthotic arm, 1960, on loan from Stanford University
Silver Arm 1974
Omnibot 2000 1985 (children's robot for learning to program)
Orm (air powered arm with disks) 1965, on loan from Stanford University
IRI M50, air powered industrial arm, 1982
Charlie, assembly robot (for making floppies) 1983, on loan from Shape Inc., Biddeford ME
Page-turning robot 1986
Able, amateur-designed robot companion for disabled person 1969 on loan from Far Labs, South Hadley, MA
Tomovic hand (attached to Tentacle Arm) 1965
Tentacle Arm, hydraulic arm by Marvin Minsky 1968, on loan from MIT

In Floor 6, Bay 6 (offices)

Two oversize wooden teaching slide rules by Pickett & Ellis
Hologram of hubcap by Stephen Benton, MIT Media Lab
JOHNIAC framed print
Apollo 15 flag (traveled to the Moon) and badge framed, signed
AARON drawings, Harold Cohen, six-pieces framed (on wall between Executive Director's office and adjacent office)
AARON drawing framed, Harold Cohen, 1983 (on wall near window facing Fort Point Channel)
Signed, framed Computer Bowl player card set
Signed, framed Computer Bowl posters (2)

In and on case in far corner (near Executive Director's office):

ETA systems exhibit with wafer, chip
Computer Museum plexi-mounted CDC6600 Core plane
Various CDC6600 cordwood modules XD113.80 XD265.81
Various CDC 6600 core planes

ILLIAC III modules
ALWAC III Logic Board
Faber Tech core memory X646.85
Cray-1 boards (heavy copper core)
DEC Flip-chip modules
Amdahl computer modules (with elaborate heat sinks on chips)
Magnetorestrictive delay lines (2) by Astro Circuit Corp.

In Floor 5, Bay 1, "The Networked Planet"

In machine room:
BBNIMP

In "Timeline":

Fire call box 1852, on loan from the Bostonian Society
Morse Code machine (on loan from Gordon & Gwen Bell)
Pocket radio 1954, X374.84
Acoustic coupler modem 1966, XD392.83
Briefcase terminal with acoustic coupler modem 1969, X113.92
Blue Box 1972, X727.86
SAGE Light gun X267.83
Minitel 1981 X971.89
NSNIPES network game X1195.95
Modem by Hayes 1979, X1194.95
Cable transceiver, Astra Communications X1188.95
Stratus computer board

It is the intent of COMPMUS that all COMPMUS artifacts (as that term is customarily used and understood by COMPMUS and the History Center and which shall not include any hands-on, interactive exhibit or items) are to be transferred to the History Center. COMPMUS and the History Center have used their reasonable best efforts under the circumstances to identify all of the COMPMUS artifacts that are to be transferred to the History Center. Nevertheless, certain COMPMUS artifacts may have been inadvertently omitted from this schedule and, therefore, this schedule shall include, and shall be deemed to include in addition to those set forth above, any COMPMUS artifact located at 300 Congress Street, Boston, MA, or in the possession of the History Center; it being understood and agreed, however, that, if any question should arise as to whether an item or article constitutes an artifact, that issue will be resolved by mutual agreement of COMPMUS and MOS.

.....

Gardner C. Hendrie
P.O. Box 253
40 Sears Road
Southboro, MA 01772
508-303-3778
Fax: 508-303-3779

facsimile transmittal

To: Thomas H. Bilodeau	Fax: 617-556-3889
From: G. C. Hendrie	Date: 10/18/99
Re: Computer Museum	Pages: 2

.....

**Gardner C. Hendrie
P.O. Box 253
40 Sears Road
Southboro, MA 01772
508-303-3778**

January 28, 1999

Jim Bell
Morgan Stanley
1251 Avenue of the Americas
New York, NY 10020

Dear Jim;


This is to request that you wire \$10,000 from my ReproSweep account to the following account.

Wiring instructions are:

BancBoston
ABA Routing #011000390
Account #550-53813
The Computer Museum

Thank you for your help.

Sincerely,

A handwritten signature in black ink that reads "Gardner C. Hendrie". The signature is written in a cursive style with a large initial "G".

Gardner C. Hendrie

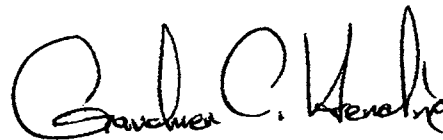
**Gardner C. Hendrie
P.O. Box 253
40 Sears Road
Southboro, MA 01772
508-303-3778**

January 28, 1999

**Ms. Lucia Quinn
The Computer Museum
300 Congress Street
Boston, MA 02210**

Dear Lucia

Today, I wired a loan of \$10,000 to the account of The Computer Museum to help with the near term cash flow issues. It is a condition of this loan that it is secured by the Museum's interest in the Museum Wharf building and that it is repaid, as soon some part of that asset becomes liquid, either through a sale or a borrowing against that asset.

A handwritten signature in black ink, appearing to read "Gardner C. Hendrie". The signature is stylized with large, overlapping loops and a cursive style.

Gardner C. Hendrie

CONFIDENTIAL

H&D Draft of 4/11/99 (2)

MEMORANDUM OF UNDERSTANDING

Regarding the Proposed Dissolution of The Computer Museum, Inc.
and the Related Transfer of its Assets to the Museum of Science

WHEREAS, this Memorandum of Understanding ("Memorandum"), and any definitive agreements which may result from this Memorandum, are intended to capture and reflect an extraordinary opportunity to combine two institutions whose educational and cultural missions are highly complementary, and can, together, provide enormous benefit to the Greater Boston and regional New England areas;

WHEREAS, for the past several years, the Museum of Science ("MOS") Long-Range Plan has focused on increasing the integration of technology into its exhibits and the MOS experience for the public and MOS has acknowledged that it shares the mission of the Computer Museum, Inc. ("COMPMUS");

WHEREAS, the mission of COMPMUS is to insure that people of all ages have access to and greater understanding of the development, application and impact of computers and computing technology, and COMPMUS desires to increase the visibility and outreach of its exhibits, education programs and development activities; and

WHEREAS, by combining their strengths, and consolidating many of the assets and programs of COMPMUS with those of MOS, MOS will accelerate its strategic initiatives by an estimated three years, expand its base of support and extend its outreach to audiences interested in learning more about the current and future impact of computing technology and its application;

NOW, THEREFORE, this Memorandum sets forth the terms and conditions upon which MOS is prepared to accept and use certain assets of COMPMUS, and COMPMUS is prepared to transfer such assets to MOS in connection with the proposed dissolution of COMPMUS.

A. Transfer of Assets

1. In General. Pursuant to a Petition for Voluntary Dissolution (the "Petition") to be filed by COMPMUS in the Supreme Judicial Court of Massachusetts (the "Court"), and a related Transfer Agreement (the "Agreement") to be executed by COMPMUS and MOS, COMPMUS will transfer and deliver to MOS, and MOS will accept and use, certain assets of COMPMUS (the "Assets") described in the

Agreement, including but not limited to certain scientific exhibits, substantially upon the terms and conditions set forth below. The only consideration for the transfer of the Assets from COMPMUS to MOS shall be the undertakings of MOS set forth in this Memorandum, the Petition and the Agreement.

2. Transfer Timing. The parties will use their best efforts to complete the transfer of the Assets and related activities set forth in this Memorandum according to the following schedule:
 - a. As soon as practicable after the execution of this Memorandum by the parties, MOS will provide for the loan and secondment of its employee Cynthia Mackey to COMPMUS so that she can assist with the proposed transition and related operations of COMPMUS as referred to in Section 25 of this Memorandum.
 - b. As soon as possible after the "CyberArts Festival" (scheduled to occur on the close of business on May 16, 1999), and the issuance of an appropriate order of the Court pursuant to the Petition, the Agreement and any ancillary agreements will be executed and the transfer of the Assets will be completed.
 - c. Subject to the provisions of Section 2.e. of this Memorandum, on or about June 30, 1999, except for activities needed to complete the dissolution and the related transfer of the Assets to MOS as set forth in this Memorandum, COMPMUS shall terminate all classes and other activities of COMPMUS; provided, however, that "The Computer Clubhouse" may by mutual agreement continue to operate at the Property, as defined below, until space is available to operate "The Computer Clubhouse," in a substantially similar manner, at the current premises of MOS or elsewhere.
 - d. Subject to the provisions of Section 2.e. of this Memorandum, after the "CyberArts Festival" (scheduled for May 1 through the close of business on May 16, 1999) is hosted by COMPMUS, COMPMUS will cease all operations as a museum and will close its galleries and store to the public, except for classes, activities of "The Computer Clubhouse," private functions as referred to in Exhibit A to this Memorandum, any other programs or activities agreed upon by the parties, and such activities as may be needed to complete the dissolution and transfer of the Assets as referred to in this Memorandum.
 - e. If COMPMUS is to assign the Sublease to MOS (defined below) as set forth in Section 5.b. of this Memorandum, then, upon the assignment of

the Sublease, COMPMUS shall vacate the Property and the appropriate representatives of MOS, after consulting with the Board of COMPMUS, may conduct certain activities including those referred to in Subsections 2.c. and 2.d. of this Section 2 to such extent and in such a manner as may be determined by the Board of Trustees or Executive Committee of MOS in its sole discretion.

B. Obligations of COMPMUS and the Center

3. Petition for Dissolution. Following a proper vote of approval by its Board of Directors, with whatever approval or consent may be required by the Division of Public Charities of the Office of the Attorney General of the Commonwealth of Massachusetts (the "Division"), and pursuant to the provisions of Section 11A of Chapter 180 of the Massachusetts General Laws, COMPMUS shall file the Petition providing for the transfer and delivery of the Assets to MOS upon terms and conditions consistent with the provisions of this Memorandum, the Agreement, and upon such other terms and conditions, if any, as may be agreed upon by the parties (collectively, the "Agreed Terms"). COMPMUS shall use its best efforts to obtain from The Computer Museum History Center (the "Center"), Wharf Museum, Inc. ("Wharf") and all such other parties, if any, as may be necessary, such consent or approval, if any, as may be requested by the Division or by MOS or otherwise required in connection with the transfer of Assets to MOS and other actions contemplated by this Memorandum. At the sole expense of COMPMUS, COMPMUS shall use its best efforts, in good faith, to obtain the Division's approval and consent to the Petition and to obtain a final order from the Court approving COMPMUS's transfer of the Assets to MOS upon the Agreed Terms (a "Court Order").
4. Transfer of Assets Without Liabilities. Following the issuance of a Court Order, COMPMUS shall transfer and deliver the Assets to MOS upon the Agreed Terms, it being understood and agreed that MOS shall not make any payment to COMPMUS for the Assets and that MOS shall not assume, accept or become subject to any liabilities or obligations of COMPMUS in connection with or as a result of such transfer and delivery of the Assets, other than those liabilities and obligations expressly assumed by MOS pursuant to the Petition, Agreement and the Agreed Terms.
5. Wharf Museum Building. The parties agree to cooperate and use their respective best efforts in negotiating with The Children's Museum ("Children's") or any other appropriate party or parties regarding the transfer of COMPMUS's interest in the property at 300 Congress Street, Boston, Massachusetts (the "Property")

owned by Wharf and currently leased to Children's and COMPMUS, so that either:

a. COMPMUS's interest in the Property is transferred or relinquished and the net proceeds received by COMPMUS from that transfer are transferred to MOS as follows:

- (i) The Assets transferred to MOS shall include the payment made by Children's or any other organizations or persons to COMPMUS for all of COMPMUS's right, title and interest in the Property including, without limitation, its interest in the Sublease and Agreement dated November 8, 1983 between Digital Equipment Corporation ("DEC") and Children's (the "Sublease"), as such payment is offset or reduced by payments or reserves for payment of (x) COMPMUS's share of any indebtedness secured by any mortgage on the Property existing as of the date of this Memorandum, plus (y) all costs incurred by COMPMUS and/or MOS in connection with the transfer of COMPMUS's interest in the Property and the consummation of the real estate transaction contemplated in the Agreement, and plus (z) such other amounts, if any, as may be agreed upon by the parties and set forth in the Agreement (such payment, as offset or reduced, being hereinafter referred to as the "Net Property Proceeds"); and
- (ii) COMPMUS shall resign as a member of Wharf so that the purchaser of such interest may be substituted as a member of Wharf or Children's may become the sole member thereof.

or

b. COMPMUS's interest in the Property is transferred to MOS as follows:

- (i) The Assets transferred to MOS shall include all of COMPMUS's right, title and interest in the Property including, without limitation, its interest in the Sublease, free and clear of any encumbrances other than the Leasehold Mortgage dated November 23, 1994 granted to DEC by COMPMUS, and the mortgage securing City of Boston Industrial Revenue Bonds dated August 27, 1979; and
- (ii) COMPMUS shall resign as a member of Wharf upon the election of MOS as a member of Wharf and the filing of Articles of Amendment amending Wharf's Articles of Organization to (1)

replace COMPMUS with MOS as a member and (2) to replace all references to COMPUS in the purpose clause and to provide for appropriate reference to MOS and its purposes in lieu thereof.

6. Right of First Refusal for MOS. COMPMUS and/or the Center will grant to MOS an exclusive right of first refusal to purchase part or all of the collection of historical artifacts (the "Center's Collection") presently in the possession of, or to be transferred to, the Center, if, within ten (10) years immediately following the effective date of the transfer of Assets contemplated by this Memorandum, the Center shall transfer or propose to transfer all or any part of the Center's Collection by sale or by merger, consolidation or any other transaction in which the Center shall cease to be the sole owner of all or any part of the Center's Collection. Further, if within ten (10) years immediately following the effective date of the transfer of Assets contemplated by this Memorandum, the Center ceases to pursue, or substantially changes, the Center's mission set forth on Exhibit B attached to this Memorandum, at the sole option of MOS, confirmed in writing from MOS to the Center, the Center's Collection shall be transferred to MOS for the same consideration from MOS that COMPMUS received from the Center when the Center's Collection was transferred to the Center by COMPMUS.
7. Agreement to Loan the Center's Collection. For such period (not less than ten (10) years immediately following the effective date of the transfer of Assets contemplated by this Memorandum) as the parties may agree, COMPMUS and/or the Center shall grant to MOS the right, upon reasonable written notice from MOS to the Center and upon terms and conditions no more onerous for MOS than terms and conditions then generally applicable to similar loans of similar objects to similar museums, to borrow from the Center such articles or objects from the Center's Collection as MOS may from time to time reasonably request for exhibition or other use by MOS.
8. License of "The Computer Museum" to the Center. The parties shall grant the Center a non-exclusive royalty free license (the "License") to use as the Center's name "The Computer Museum History Center" (the "Name") upon such additional terms and conditions as may be mutually acceptable to the parties. The Center shall also acknowledge the parties' ownership of the name "The Computer Museum" and shall agree not to use the name or terms "The Computer Museum" except as part of the Name referred to above or as otherwise expressly permitted in writing by the parties. If, within ten (10) years immediately following the effective date of the License, the Center ceases to pursue, or substantially changes, the Center's mission set forth in Exhibit B, at the sole option of MOS, the License shall terminate and the Center shall cease all use of the name "The Computer Museum."

9. As consideration for the obligations of MOS to make contributions to the Center as set forth in Section 16 of this Memorandum, the Center shall agree to (i) limit its mission to that mission set forth on Exhibit B attached hereto and (ii) refrain from any action that directly conflicts with or detracts from the missions of MOS and COMPMUS set forth on Exhibit B.
10. COMPMUS Exhibits. COMPMUS will transfer and deliver to MOS and MOS will accept from COMPMUS, as part of the Assets, an assignment and transfer of its right, title and interest in and to the following exhibits:
 - a. The Virtual FishTank,
 - b. The Best Software for Kids, and
 - c. elements or components from all remaining exhibits and programs for possible inclusion in The Computing Revolution exhibit and/or future exhibits and programs,

subject, however, to the condition that all obligations and other terms of any agreement undertaken or assumed by MOS in connection with such exhibits and programs shall be acceptable to the Board of Trustees or Executive Committee of MOS in its sole discretion.
11. COMPMUS Programs. COMPMUS will transfer to MOS and MOS will accept from COMPMUS, as part of the Assets, an assignment and transfer of "The Computer Clubhouse" upon such additional terms and conditions as may be mutually acceptable to the parties.
12. Other Assets. COMPMUS shall transfer and deliver to MOS all right, title and interest in and to the following:
 - a. all books, records, accounts, ledgers, files, documents, correspondence, advertising and promotional materials, studies, reports and other printed or written materials of COMPMUS,
 - b. all intellectual property and related rights of COMPMUS including, without limitation, the names and/or marks "The Computer Museum," "The Computer Clubhouse," "The Computer Bowl," "The Virtual FishTank" and, "The Best Software for Kids."
 - c. all supplies and equipment including, without limitation, T-1 lines, sound and video equipment, computers and computer equipment, software, desks, chairs, tables and other furniture owned by COMPMUS to the extent such equipment does not constitute fixtures of the Property, and
 - d. all other property and rights of COMPMUS described in the Agreement.

13. Further Agreement. COMPMUS shall take such action or make such arrangements as may be reasonably necessary or appropriate for the Center to execute and deliver to MOS a legally binding written agreement to the provisions of Sections 6, 7 and 9 of this Memorandum.
14. Computer Bowl. COMPMUS shall use best efforts to cooperate in good faith with MOS to jointly host the "Computer Bowl" program at the current premises of MOS in a manner otherwise consistent with promotional materials that have most recently been distributed by COMPMUS to the public and in a manner consistent with the manner in which the "Computer Bowl" has been hosted by COMPMUS in prior years.

C. Obligations of MOS

15. Use of Assets. MOS will accept the Assets of COMPMUS and will use its best efforts in good faith to make use of those Assets to develop and maintain exhibits featuring computers; provided, however, that MOS shall have and retain the right to use or dispose of any or all of the Assets in such a manner, consistent with the general mission and tax-exempt status of MOS, as the Board of Trustees or Executive Committee of MOS (after consultation with the Advisory Committee, as that term is defined in Section 20 of this Memorandum) may from time to time approve. If COMPMUS transfers restricted funds as part of the Assets, MOS will use such funds in a manner consistent with the applicable restrictions.
16. Endowment.
 - a. Within twelve (12) months following a sale, transfer, relinquishment or other disposition of COMPMUS's interest in the Property in accordance with Section 5.a. of this Memorandum:
 - (i) Subject to Section 16.a.(iii), below, MOS will establish and fund two (2) separate, trustee-designated endowments of \$650,000 each: one for the benefit and use of the Computer Clubhouse (the "Clubhouse Endowment"), and the other to promote computer-featured exhibits and presentations at MOS (the "MOS Computer Exhibit Endowment"); provided, however, that each such endowment shall be and remain subject to the exclusive right of the Board of Trustees or Executive Committee of MOS (after consultation with the Advisory Committee) to use such endowment in a manner consistent with the general mission and tax-exempt status of MOS;

- (ii) Subject to Section 16.a.(iii), below, MOS shall make a one-time, unrestricted contribution of \$650,000, in immediately available funds, to the Center, or any successor to substantially all of the Center's assets and operations (the "Center Contribution"); provided, however, that the Center, or its successor, is at that time carrying on the Center's mission set forth on Exhibit B attached hereto and
- (iii) if the Net Property Proceeds received by MOS from the sale, transfer, relinquishment or other disposition of COMPMUS's interest in the Property as referred to in Section 5.a. are less than \$1,950,000, the Clubhouse Endowment, the MOS Computer Exhibit Endowment and the Center Contribution shall each be reduced pro rata from \$650,000 to an amount equal to one-third (1/3) of the Net Property Proceeds.

or

- b. Immediately following any transfer of COMPMUS's interest in the Property in accordance with Section 5.b. of this Memorandum (the "Assignment"):
 - (i) MOS will establish and fund the Clubhouse Endowment and the MOS Computer Exhibit Endowment and make the Center Contribution according to Sections 16.b.(ii) and (iii), below; provided, however, that the endowments shall be and remain subject to the exclusive right of the Board of Trustees or Executive Committee of MOS (after consultation with the Advisory Committee) to use such endowments in a manner consistent with the general mission and tax-exempt status of MOS; and
 - (ii) subject to Sections 16.b.(iii) and 26, below, on an annual basis, fifty percent (50%) of the sum of new non-governmental funds received annually from relationships with or through COMPMUS by MOS for use with respect to computer-related exhibits and programs, other than The Computer Clubhouse and The Computer Bowl, which exceed \$500,000 per year (the "Annual Minimum of New Funds"), from corporate memberships, corporate sponsors, major gifts and foundation grants, shall be contributed or applied pro rata to the Clubhouse Endowment, the MOS Computer Exhibit Endowment and the Center Contribution up to a combined aggregate total amount of \$1,950,000; provided, however, that the Center Contribution shall be made only if the Center, or its successor,

is at that time carrying on the Center's mission set forth on Exhibit B.

- (iii) if, after the Assignment, MOS sells, transfers, relinquishes or otherwise disposes of MOS's interest in the Property, MOS shall, promptly, upon receipt of consideration for such disposition, contribute to each of the Clubhouse Endowment, the MOS Computer Exhibit Endowment and the Center Contribution an amount equal to \$650,000 less all of the amounts theretofore contributed to each of them in accordance with Section 16.b.(ii), above; provided, however, that additional contributions to the Center Contribution shall be made only if the Center, or its successor, is at that time carrying on the Center's mission set forth on Exhibit B.

17. The Computer Museum @ The Museum of Science.

- a. If COMPMUS's interest in the Property is transferred to a third party as set forth in Section 5.a. of this Memorandum, MOS will use its best efforts in good faith to create additional space and/or to commit existing space in or near the present Blue Wing of the current premises of MOS as the Board of Trustees or Executive Committee of the MOS (after consultation with the Advisory Committee) may deem appropriate for the installation of computer-featured exhibits which may be transferred from COMPMUS to MOS. MOS shall give appropriate credit to COMPMUS for any COMPMUS exhibits transferred to MOS. In addition, MOS shall create or set aside space for classrooms, "clubhouses," workshops, offices and other space to be used for computer related activities and MOS shall publicly refer to such space for computer related activities as "The Computer Museum @ The Museum of Science."
- b. If COMPMUS's interest in the Property is transferred to MOS as set forth in Section 5.b. of this Memorandum, (i) MOS may maintain and operate exhibits transferred to MOS by COMPMUS, classrooms, "clubhouses," workshops, offices, and other space to be used for computer related activities at the Property or at MOS as set forth in Section 16.a. and (ii) MOS shall publicly refer to any space created or set aside by MOS for classrooms, "clubhouses," workshops, offices, and other space to be used for computer related activities at the Property or at MOS as "The Computer Museum @ The Museum of Science." MOS shall give appropriate credit to COMPMUS for any COMPMUS exhibits transferred to MOS. If, at any time following a transfer of COMPMUS's interest in the Property to MOS as set forth in Section 5.b. of this Memorandum,

MOS no longer occupies the property, MOS will use its best efforts in good faith to take the actions set forth in Section 17.a., above.

18. Recognition of Contributions. MOS will give proper recognition to COMPMUS for the exhibits and programs transferred to MOS from COMPMUS. MOS will also give proper recognition to the Cahners family within or adjacent to The Computer Museum @ The Museum of Science by maintaining an area called "The Cahners Computer Place" or an area with another appropriate and similar name.
19. Board Membership. MOS shall use its best efforts to fill current vacancies on its Board of Trustees by the election or appointment of four individuals to be recommended by the Board of Trustees of COMPMUS to fill those vacancies for the remainder of unexpired terms. Further, MOS agrees to consider adding to the MOS Board, as appropriate vacancies occur, former members of the COMPMUS Board and other individuals suggested by the Advisory Committee as having an appropriate background and understanding of computer science or related matters.
20. The Computer Museum Advisory Committee. MOS shall create an advisory committee (the "Advisory Committee") to assist the Board of Trustees or Executive Committee of MOS in connection with efforts to define the mission of MOS regarding the establishment and operation of The Computer Museum @ The Museum of Science and the integration of computers into MOS exhibits and the MOS experience. Such Advisory Committee originally shall have 15 members, including members appointed by the current MOS Board, in its sole discretion, upon the recommendation of either the MOS Board or the current COMPMUS Board and, and shall have such a role as the Board of Trustees or Executive Committee of MOS may in its sole discretion deem appropriate.
21. Merchandise for Possible Sale by COMPMUS. Until the completion of the "CyberArts Festival" or the termination of the terms of this Memorandum and upon such additional terms and conditions as may be agreed upon by the parties, MOS may provide to COMPMUS at the request of COMPMUS, merchandise or other items for sale by COMPMUS at 300 Congress Street, Boston, Massachusetts on a consignment basis.
22. Capital Campaigns. The Board of Trustees or Executive Committee of the MOS (after consultation with the Advisory Committee) will consider the Computer Museum and the importance of exhibits and presentations featuring computers in undertaking any future capital campaign or similar fund-raising effort and in applying or committing to apply any funds received by MOS as a result of any

such campaign or effort; provided, however, that this paragraph shall not require MOS to use any such funds in any particular manner.

23. Employees. MOS will not accept or assume any obligations or liabilities of COMPMUS as the former employer of any COMPMUS employee and, except as may otherwise be mutually agreed by the parties in writing with respect to no more than seven (7) COMPMUS employees, MOS shall have no obligation to make offers of employment to any employee of COMPMUS. Notwithstanding the foregoing, however, any employee of COMPMUS may apply and interview for current job postings at MOS.
24. Other Obligations. MOS shall have no obligations other than those obligations expressly undertaken or assumed by MOS as set forth in this Memorandum or in the Petition or related Agreement.

D. Miscellaneous

25. Interim Operation of COMPMUS. Commencing as soon as practicable after the execution of this Memorandum by the parties, MOS provide for the loan and secondment of Cynthia Mackey by MOS to COMPMUS, without charge to COMPMUS, on a part-time basis and upon such specific terms and conditions as may be mutually agreed by the parties. Ms. Mackey will assist COMPMUS during the transition in conducting certain operations and activities of COMPMUS until the transfer of the Assets has been completed, or until such other time (before or after the transfer of the Assets has been completed) as MOS may determine by written notice to COMPMUS. The specific duties of Ms. Mackey in that regard shall be mutually agreed upon from time to time as needs arise. In assisting COMPMUS, Ms. Mackey shall report to the President and/or Treasurer of COMPMUS. By providing for its loan and secondment of Ms. Mackey to COMPMUS, MOS shall not assume or otherwise become subject to any obligations or liabilities of COMPMUS, and COMPMUS shall remain solely responsible and liable for all obligations and liabilities of COMPMUS.
26. COMPMUS's Interim Operational Expenses. It is acknowledged and understood that COMPMUS will need to obtain funding to meet certain operational and other expenses until the transfer of Assets can be accomplished. MOS agrees to cooperate with COMPMUS in COMPMUS's efforts to obtain such funding from the Children's Museum or from any other source, and, at the request of COMPMUS, MOS may make a secured loan or advance funds (an "Advance") to COMPMUS for such purposes, in such amount, and upon such terms and conditions as MOS may determine in its sole discretion. In that event, the Annual Minimum of New Funds referred to in 16.b.(ii), above, shall be increased by the

amount of any and all such Advances. The parties agree that they will meet in order to discuss the satisfaction of those transition costs and liabilities of COMPMUS's not otherwise accounted for in connection with the transactions contemplated by this Memorandum.

27. Closing Date. The parties shall use their best efforts in good faith to consummate the transfer of Assets contemplated in this Memorandum by May 30, 1999. If such transfer shall not have been consummated by December 31, 1999, either party shall be free to terminate any further efforts to complete such transfer upon at least 30 days' prior written notice to the other.
28. Exclusivity. This Memorandum constitutes an agreement by MOS and COMPMUS to work exclusively with each other to accomplish the transfer of the Assets to MOS upon the Agreed Terms. From the date of this Memorandum until the earlier of (a) May 30, 1999 or (b) the termination by MOS of negotiations for the transfer of Assets contemplated herein, other than with respect to the transfer of any part of the Center's Collection to the Center, and any payments to be made to the Center in accordance with this Memorandum, COMPMUS, shall not (i) directly or indirectly through any other party engage in any negotiations with or provide any information to any other person, firm or corporation with respect to any possible sale or transfer of the Assets, (ii) directly or indirectly through any other party solicit any proposal relating to any possible sale or transfer of the Assets (and COMPMUS will notify MOS prompt of the receipt of any unsolicited offer or inquiry concerning any of the Assets), or (iii) dispose of any Assets other than in the ordinary course of COMPMUS's current tax-exempt activities. The date set forth in Subsection (a) of this Section 28 may be amended, at any time, and from time to time, by a written instrument duly executed by, or on behalf of, each of MOS and COMPMUS.
29. Broker. Any fee payable to CB Richard Ellis and others retained by COMPMUS to provide any appraisal and analysis of the Assets shall be the exclusive obligation of COMPMUS. COMPMUS and MOS each represents and warrants to the other that, except for the possible engagement of CB Richard Ellis by COMPMUS as referred to in the preceding sentence, it has not retained any finder, broker, or other organization or person (an "Intermediary") for advice or assistance with respect to the proposed transfer of Assets other than legal counsel; and each of the parties shall indemnify, defend and hold harmless the other from any claim for a fee or any other claim by any Intermediary arising on its account with respect to the transfer of Assets contemplated by this Memorandum.
30. Confidentiality. It is acknowledged and confirmed that information that has been and will be supplied by each of the parties to the other in connection with the proposed transfer of Assets and this Memorandum is of a sensitive and

confidential nature; and, COMPMUS and MOS each agrees to (i) protect and preserve in the strictest confidence any and all information relating to such negotiations that may be communicated by either party to the other and (ii) not disclose, reproduce or disseminate to any third party (other than its own accountants, legal counsel and other professional advisers having a need to know the same) any information relating to such matters without the prior express written consent of the other party. Prior to the filing of the Petition, neither of the parties shall make any public announcement concerning the proposed transfer of Assets or any other action or matter contemplated by this Memorandum without the consent of the other party.

31. Expense. Except as otherwise agreed to by the parties in writing, each party will be responsible for its own costs and expenses, including attorneys' fees, incurred in connection with the proposed transfer of Assets or any other action or matter contemplated by this Memorandum.
32. Division Review. All obligations of the parties contemplated by this Memorandum shall be subject to the review and approval by the Division of all action proposed or taken by COMPMUS with respect to the Center or with respect to any aspect of the transaction or arrangements contemplated by this Memorandum.
33. Statement of Intent. Except for the provisions of Sections 28 through 31, above, which are hereby agreed to be legally binding and enforceable obligations of the parties, it is not the intention of the parties that this Memorandum, or any communication or other action of the parties with respect to this Memorandum or the proposed transfer of Assets contemplated by this Memorandum shall be, or be deemed to constitute, a legally binding obligation of either party. Any legally binding obligation with respect to this proposed transfer of Assets other than the obligations set forth in Sections 28 through 31, above, shall exist only upon the parties' execution and delivery of a definitive Agreement and all rights and obligations of the parties shall be governed by such Agreement and any related order issued by the Court pursuant to the Petition. Accordingly, subject to the provisions of Sections 28 through 31, above, either party shall at all times be free to terminate discussions or negotiations regarding the transfer of Assets at any time for any reason or for no reason, upon at least 30 days' prior written notice to the other, and a decision by either party to so terminate discussions or negotiations shall not be subject to legal challenge by the other.

EXECUTED at Boston, Massachusetts this ____ day of April, 1999.

THE MUSEUM OF SCIENCE
("MOS")

By: _____
Title: _____

THE COMPUTER MUSEUM, INC.
("COMPMUS")

By: _____
Title: _____

MEMORANDUM OF UNDERSTANDING

Exhibit A

COMPMUS has several prior commitments to school groups and individuals, and will continue to meet those commitments including hosting certain functions and training events.

MEMORANDUM OF UNDERSTANDING

Exhibit B

The History Center's mission has evolved from the Computer Museum's mission and is to collect, restore, preserve, display and explain the history of computers and computing, and to engage in research concerning such history, computer artifacts and the computer industry as a whole.

The Computer Museum's mission is to _____.

The Museum of Science's mission is to _____.

AGREEMENT REGARDING MARKS AND ARTIFACTS

THIS AGREEMENT REGARDING MARKS AND ARTIFACTS (this iAgreementi), effective as of _____ (the iEffective Datei), is entered into by and between THE COMPUTER MUSEUM HISTORY CENTER, a California public benefit corporation (the iHistory Centeri), and THE MUSEUM OF SCIENCE, a Massachusetts charitable corporation (iMOSi), with reference to the following facts:

A. MOS has entered into that certain Asset Transfer Agreement, dated as of _____, with The Computer Museum, Inc., a Massachusetts charitable corporation (iCompMusii), regarding the transfer of certain assets of CompMus to MOS and related matters (the iTransfer Agreementi).

B. Pursuant to the terms of the Transfer Agreement, MOS has agreed to enter into this Agreement with the History Center on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Rights of First Refusal for MOS

Transfer of Collection. Subject to the terms and conditions of this Agreement, the History Center hereby grants to MOS an exclusive right of first refusal with respect to any proposed transfer (whether by sale, merger, consolidation or otherwise) by the History Center of a significant fraction of the collection of historical artifacts at that time in the possession of the History Center and that appear on Schedule 1.1(i) of the Transfer Agreement (the iCenteris Collectioni) to any third party (a iProposed Transactioni). MOS shall have sixty (60) days after being notified in writing of the party or parties and all material terms relevant to a Proposed Transaction by the History Center (the iExercise Periodi) to exercise MOSis right of first refusal to acquire such portion of the Centeris Collection that is the subject of the Proposed Transaction. In the event that MOS elects to exercise such right of first refusal, it must provide written notice of exercise to the History Center, agreeing to acquire that portion of the Centeris Collection being offered for transfer in the Proposed Transaction on terms no less favorable to the History Center than those of the Proposed Transaction. In the event that MOS does not exercise its right of first refusal during the Exercise Period, the History Center may consummate the Proposed Transaction with the third party; provided, however, that if the terms of the Proposed Transaction are varied to the History Centeris material disadvantage, the History Center shall provide MOS with written notice of such change in terms and the Exercise Period shall commence anew. The History Center shall not make, permit or offer to make any transfer of a significant portion of the Centeris Collection except in compliance with the provisions of this Section 1.1. If MOS exercises its rights hereunder, the History Center shall execute such further documents and perform such further acts as MOS may reasonably request to vest in MOS all right, title and interest in and to that portion of the Centeris Collection with respect to which such rights of MOS may apply.

Change of Mission. In the event that the History Center ceases to pursue, or substantially changes, the History Centeris mission as set forth in Exhibit J to the Transfer Agreement, or proposes to do so, the History Center shall give MOS written notice of any such change made or proposed and, at the sole option of MOS, and upon written demand from MOS to the History Center, the History Center shall, to the extent permitted by applicable law, transfer the Centeris Collection to MOS, without

consideration, as a contribution from the History Center to MOS. Agreement to Loan the Centerís Collection. The History Center hereby grants to MOS the right, upon reasonable written notice from MOS to the History Center and upon terms and conditions no more onerous or favorable for MOS than terms and conditions then generally applicable to similar loans by the History Center of similar objects to similar museums, to borrow from the History Center such artifacts from the Centerís Collection as MOS may from time to time reasonably request for exhibition or other use by MOS, subject to the reasonable availability of such artifacts.

Without limitation of the foregoing, the parties agree that they shall cooperate and use their respective best efforts, in good faith, to negotiate and enter into, at or prior to the Artifact Meeting (as that term is defined below), a written loan agreement (the iRevolution Loan Agreement) to contain such terms and conditions as are mutually agreed to by the parties and otherwise generally applicable to similar loans by the History Center of similar objects to similar museums, pursuant to which MOS shall borrow from the History Center such artifacts from the Centerís Collection as MOS and the History Center shall mutually agree, for the purposes of a so-called iComputing Revolution Exhibit proposed by MOS; provided, however, that MOS shall have no obligation to enter into any such Revolution Loan Agreement if, in MOSí sole opinion and discretion, such Revolution Loan Agreement would not provide MOS with a sufficient number of quality artifacts from the Centerís Collection for a sufficient period of time to allow MOS to present a substantive and complete iComputing Revolution exhibit of equal or greater quality to those exhibits currently displayed by MOS at its principal museum facility.

On a date and time mutually agreeable to the parties and within four (4) months from the date hereof if the Revolution Loan Agreement has not previously been executed and delivered, appropriate representatives of MOS and the History Center shall meet at the offices of MOS in Boston, Massachusetts (the iArtifact Meeting) (i) to determine in good faith the principal terms and conditions of the Revolution Loan Agreement including, without limitation, the exact duration of the Revolution Loan Agreement, and those specific artifacts that shall be loaned to MOS pursuant to such Revolution Loan Agreement, and (ii) to finalize, execute and deliver such Revolution Loan Agreement.

History Center Mission. The History Center shall limit its mission to that set forth on Exhibit J attached to this Agreement, and shall refrain from any action that directly conflicts with or detracts from the mission of CompMus (which is to become part of the mission of MOS) or the mission of MOS as set forth on that Exhibit J.

Trademarks

History Center Mark. MOS hereby grants the History Center the exclusive, non-transferable worldwide right and license to use, reproduce, display and distribute the mark iThe Computer Museum History Centerí (the iHistory Center Markí) only in its entirety and only for any purpose consistent with the History Centerís mission set forth in Exhibit J to the Transfer Agreement; provided, however, that such license shall automatically terminate, without notice or other action by either of the parties, immediately upon such date, if any, as the History Center shall cease to pursue, or substantially change, the mission of the History Center as set forth on Exhibit J.

CompMus Mark. MOS hereby grants to the History Center a right of first refusal to purchase the mark iThe Computer Museumí (iCompMus Markí) and all worldwide right, title and interest therein, if at any time hereafter, MOS proposes to transfer any significant right, title or interest in the

CompMus Mark to any third party for any use that could directly conflict with or detract from the History Center's mission set forth on Exhibit J to the Transfer Agreement (a Proposed Transfer). The History Center shall have sixty (60) days after being notified in writing by MOS of the party or parties and all material terms relevant to a Proposed Transfer by MOS (the Refusal Period) to exercise the History Center's right of first refusal to acquire the CompMus Mark. In the event that the History Center elects to exercise such right of first refusal, it must provide written notice of exercise to MOS, agreeing to acquire the CompMus Mark for the same consideration as in the Proposed Transfer. In the event that the History Center does not exercise its right of first refusal during the Refusal Period, MOS may consummate the Proposed Transfer with the third party; provided, however, that if the terms of the Proposed Transfer are varied to MOS's material disadvantage, MOS shall provide the History Center with written notice of such change in terms and the Refusal Period shall commence anew. In addition to the foregoing, in the event that MOS abandons the CompMus Mark, or otherwise ceases to use the CompMus Mark in any significant way for a continuous period of two (2) years, the History Center shall have the option, in its discretion, to purchase the CompMus Mark and all right, title and interest therein from MOS for the exercise price of one hundred dollars (\$100.00) by providing written notice of such exercise to MOS. MOS shall not transfer or encumber the CompMus Mark in favor of any third party not agreeing to be bound by the provisions of this Section 3.2. In the event the History Center exercises its option hereunder, MOS shall execute such further documents and perform such further acts as the History Center may reasonably request to vest in the History Center all right, title and interest in the CompMus Mark.

Ownership of Marks. Subject to the licenses granted as expressly set forth herein, MOS shall retain exclusive ownership and control of the History Center Mark and the CompMus Mark, including all, right, title and interest therein, and the History Center shall not make any claim to the contrary.

Quality Control. Upon reasonable prior notice, MOS shall have the right, at MOS's sole cost and expense and without undue interference to History Center operations, to monitor and observe goods and products sold under the History Center Mark for the purposes of protecting and maintaining the standards of quality established by MOS for goods and products produced under or using the CompMus Mark. If at any time MOS reasonably determines that any of such goods or products do not exhibit standards of quality consistent with that of goods and products previously produced by MOS or CompMus under or using the CompMus Mark, MOS may notify the History Center in writing of such deficiencies and the History Center shall use reasonable efforts to correct such deficiencies as soon as practicable after receipt of such notice. Any dispute arising out of this Section 4.4, may, at the request of either party, be submitted to binding arbitration in Santa Clara, California, to be determined in accordance with the then current rules of the American Arbitration Association.

Curation. The History Center shall negotiate in good faith with MOS to provide curation services to MOS, upon request by MOS, subject to the availability of the History Center's staff and upon terms and conditions mutually agreeable to the parties (including without limitation terms and conditions relating to fees to be paid by MOS for such services).

Term. The term of this Agreement shall commence upon the Effective Date and continue thereafter in perpetuity.

General

Notice. Any notice under this Agreement shall be in writing, delivered to the applicable address set forth on the signature page below or such other address as a party designates pursuant to this section, and shall be

effective upon receipt. Any such notice shall be deemed to have been duly given only if delivered personally, or by means evidenced by a written delivery confirmation.

Binding Effect. This Agreement shall inure to the benefit of and be binding upon each party's permitted successors and assigns.

Compliance with Laws. Each party shall comply with all applicable laws, rules and regulations in its performance under this Agreement.

Independent Contractors. The relationship of the History Center and MOS established by this Agreement is that of independent contractors and nothing in this Agreement shall be construed to constitute the parties as partners, franchisees, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. Neither party shall have any authority to bind the other.

Severability. If for any reason a court of competent jurisdiction finds any provisions of this Agreement, or portion thereof, to be unenforceable, that provision of this Agreement will be reformed to the extent possible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

Attorneys' Fees. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, reasonable attorneys' fees.

Waivers. All waivers hereunder must be in writing. Failure by either party to enforce any provision of this Agreement will not prevent future enforcement of that or any other provision.

Force Majeure. Nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental action, failure of suppliers, earthquake or any other reason where failure to perform is beyond the reasonable control of the nonperforming party.

Headings. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

Integration and Modification. This Agreement and the documents expressly referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all prior agreements or representations, oral or written, regarding such subject matter. This Agreement may not be modified, supplemented, amended, released or discharged except in a writing signed by the duly authorized representative of both parties.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed and delivered as of the Effective Date.

Museum of Science

By _____

Name _____

Title _____

Address _____

Tel _____

Fax _____

Email _____ The Computer Museum History Center

By _____

Name _____

Title _____

Address _____

Tel _____

Fax _____

Email _____ ACKNOWLEDGED AND APPROVED

The Computer Museum, Inc.

By _____

Name _____

Title _____

Address _____

Tel _____

Fax _____

Email _____

History Center/MOS Agreement

Exhibit J

The History Center's mission has evolved from the Computer Museum's mission and is to collect, restore, preserve, display and explain the history of computers and computing, and to engage in research concerning such history, computer artifacts and the computer industry as a whole. The Computer Museum's mission is to educate and inspire people of all ages and backgrounds from around the world through dynamic exhibitions and programs on the technology, application, and impact of computers. The Museum of Science's mission is to stimulate interest in and further understanding of science and technology and their importance for

individuals and society.

Subj: **RE: Donor letter for transfer of collection and assets to TCM History Center**
Date: 8/23/99 9:38:18 AM Eastern Daylight Time
From: TBilodeau@RichMayLaw.com (Tom Bilodeau)
Reply-to: TBilodeau@RichMayLaw.com (TBilodeau@RichMayLaw.com)
To: gbell@MICROSOFT.com ('Gordon Bell')
CC: mathews@computerhistory.org (Karen Mathews (E-mail)), len@shustek.com (Len Shustek (E-mail)), ghendrie@aol.com (Gardner Hendrie (E-mail))

Mr. Bell -

Thank you so much for taking the time to draft the letter below. As you know, we could not begin the transfer process with the History Center until we received 501(c)(3) approval for that entity from the IRS, which the History Center has only recently received. Also, please understand that while you are intimately familiar with the background to the History Center, the Computer Museum and their dual/split missions, the Attorney General's office in Mass. is not. That office is charged with regulating charities, protecting and preserving Massachusetts charitable assets for Massachusetts residents and preserving the intent and expectations of donors to Massachusetts charities. This is why the letters are so important. The Attorney General must be comforted that not only were funds and artifacts not donated with specific legal restrictions limiting their use to the Computer Museum and its mission in Massachusetts, but must also be comforted that there was no donor expectation that assets would be limited for use in Massachusetts. If the Attorney General is not persuaded then he can effectively block any transfer of assets of the State (including ordering a return of those assets that have already been transferred out of state, most likely in violation of Mass. Law). I recognize and understand your frustration with what you see as an interminable process, however, please realize that this aspect of the overall process (i.e. the transfer of assets to the History Center) has really just come to center stage. As part of that process we will have to file a Petition for Voluntary Dissolution of the Computer Museum which will call for the distribution of asset to the History Center. That petition will have to be approved by the Attorney General's office and the Supreme Judicial Court of Massachusetts. We are working to accomplish this as fast as possible and are working on drafting the petition. Waiting 5 months for the IRS approval certainly did not help speed the process but we will do everything we can to close this up as soon as possible. Please note that we must do everything we can to keep the AG informed (and appeased) for it would be extraordinary for the Supreme Judicial Court to grant a petition that was opposed by that office. Thank you again for your invaluable assistance and please feel free to contact me with any further questions or concerns you may have.

-----Original Message-----

From: Gordon Bell [SMTP:gbell@MICROSOFT.com]
Sent: Friday, August 20, 1999 6:29 PM
To: Tom Bilodeau (E-mail)
Cc: Karen Mathews (E-mail); Len Shustek (E-mail); Gardner Hendrie (E-mail)
Subject: Donor letter for transfer of collection and assets to TCM History Center

Tom Bilodeau,

The attached letter begins to convey my feeling and desire regarding the transfer of all the artifacts and its share of assets of the departed Computer Museum to The Computer Museum History Center. We need to end this nearly interminable phase and start a new beginning.

I hope this final act can be completed rapidly. I was very surprised to see a press announcement without this final step in place.

I trust the solicitation of all these letters from donors and supporters is simply a pro forma exercise! I have not enjoyed writing a number of letters to very generous, busy friends and Museum supporters to get their support one more time.

If there are any questions, please contact me immediately.

Regards,

g

Gordon Bell

450 Old Oak Court

Los Altos, CA 94022

650 949 2735

AT&T reliable cellphone 425 785 7508

FAX Gateway: 425 936 7329 addressed: "gordon bell -gbell";

<http://www.research.microsoft.com/users/gbell>

BARC: 301 Howard St. Suite 830 San Francisco CA 94105-2241

<<GB Comp Museum History Center Atrmy Gen Letter.doc>>

<< File: GB Comp Museum History Center Atrmy Gen Letter.doc >>

----- Headers -----

Return-Path: <TBilodeau@RichMayLaw.com>

Received: from rly-yb03.mx.aol.com (rly-yb03.mail.aol.com [172.18.146.3]) by air-yb05.mail.aol.com (v60.28) with ESMTTP; Mon, 23 Aug 1999 09:38:18 -0400

Received: from iims4.iimsnet.com (iims4.iimsnet.com [206.98.50.183]) by rly-yb03.mx.aol.com (v60.25) with ESMTTP; Mon, 23 Aug 1999 09:38:12 -0400

Received: from SERVER1.RICHMAYLAW.COM ([204.141.229.231] (may be forged)) by iims4.iimsnet.com (2.6 Build 1 (Berkeley 8.8.6)/8.8.4) with SMTP id JAA00451; Mon, 23 Aug 1999 09:37:58 -0400

Received: by localhost with Microsoft MAPI; Mon, 23 Aug 1999 09:34:50 -0400

Message-ID: <01BEED4A.BF748580.TBilodeau@RichMayLaw.com>

From: Tom Bilodeau <TBilodeau@RichMayLaw.com>

Reply-To: "TBilodeau@RichMayLaw.com" <TBilodeau@RichMayLaw.com>

To: "Gordon Bell" <gbell@MICROSOFT.com>

Cc: "Karen Mathews (E-mail)" <mathews@computerhistory.org>,

"Len Shustek (E-mail)" <len@shustek.com>,

"Gardner Hendrie (E-mail)" <ghendrie@aol.com>

Subject: =?us-ascii?Q?RE=3A_Donor_letter_for_transfer_of_collection_and?=

=?us-ascii?Q?_assets_to_TCM_History=09Center?=>

Date: Mon, 23 Aug 1999 09:34:47 -0400

Schedule 1.1A

Excluded Assets

See Schedule 1.1(h)

See Schedule 1.1(i)

\$430,000.00 Charitable Trust of Gordon & Gwen Bell, which previously named the Computer Museum as beneficiary, has been amended to name the Computer Museum History Center as beneficiary.

Assignment of Sublease dated November 23, 1993, between The Children's Museum and DEC, assigning a certain Sublease and Agreement, dated as of November 8, 1983.

Sublease and Agreement, dated as of November 8, 1983, under a Lease and Agreement, dated August 1, 1979, as Amended by First Amendment of Lease, dated as of November 8, 1983, between Wharf Museum, Inc. and The Children's Museum.

Membership interest in Wharf Museum, Inc.

Schedule 1.1 (f)

Contracts of COMPMUS Assumed by MOS

[National Science Foundation, Grant No. ESI-9627672 for The Virtual Fish Tank, effective September 15, 1996 and expires August 31, 1998, (with an extension from August 31, 1998 to August 31, 1999)

Agreement between The Computer Museum and Nearlife, Inc., for the development of a new exhibit entitled Virtual Fish Tank, dated October 17, 1997

Leases for fax machines, copiers and cell phones set forth on Schedule 1.4.]

[To be completed by MOS]

Schedule 1.1 (g)

COMPMUS Costs to be deducted in determining Net Wharf Proceeds

MOS Costs

[MOS to provide schedule of MOS costs and expenses to be paid out of Wharf proceeds.]

COMPMUS Costs

History Center	\$138,000.00
Trade Payables	\$284,270.64 (Including \$2,500 to independent contractor; See attached sheet detailing Trade Payables)
Trustee Loans	\$110,000.00 (See Schedule 2.4 for more detail)
Clubhouse	\$86,793.00
TimeLine	\$35,000.00
ACM	\$21,831.00
Computer Bowl	\$32,000.00 (Sponsorships which must be returned)
Audit & Tax	\$30,000.00
Legal	?
Move	?
Payoff of Un- assumed Leases	?
	<hr/>
	\$737,894.64

Trade Payables Detail

Vendor Name	Explanation	Need To Pay Immediately	Next Bills to Be Paid	To be Paid At Closing	Total Known Invoices to Date
ADP				\$197.34	\$197.34
Anastasis Koumbis	Cyberarts		\$3,000.00		\$3,000.00
AT Kearney				\$50,918.04	\$50,918.04
B & B Design	Cyberarts	\$2,500.00			\$2,500.00
Bell Atlantic			\$850.44		\$850.44
Bell Atlantic Mobile			\$335.24		\$335.24
Boston Cab Dispatch			\$50.75		\$50.75
Burrelle's				\$778.02	\$778.02
CB Richard Ellis			\$8,450.00	\$5,000.00	\$13,450.00
Charrette	Cyberarts		\$150.00		\$150.00
Children's Museum				\$50,865.46	\$50,865.46
Copy Cop				\$474.80	\$474.80
Creative	EPC food		\$364.73		\$364.73
CTM Brochure	last year's contract		\$700.00		\$700.00
Dunbar			\$195.62	\$394.14	\$589.76
Edelstein	Last year's audit	\$6,842.00			\$6,842.00
Fedex			\$222.05		\$222.05
Geo Interactive	Refund			\$2,000.00	\$2,000.00
Gordon's Liquors				\$423.99	\$423.99
Greater Boston Convention				\$2,050.00	\$2,050.00
Invisuals	Cyberarts	\$6,981.10			\$6,981.10
IOS Capital	Office Equip lease	\$939.65			\$939.65
John O. Torov	Refund		\$1,250.00		\$1,250.00
Josh Silverman	Cyberarts		\$4,172.99		\$4,172.99
Lucash Gesmer	Old legal fees	\$1,772.78			\$1,772.78
Mass AV				\$1,283.60	\$1,283.60
MIT				\$58,102.74	\$58,102.74
Museum Wharf				\$34,067.32	\$34,067.32
Myra Musicant	Refund		\$1,250.00		\$1,250.00
Mystic Scenic	Cyberarts		\$8,741.20		\$8,741.20
PC Connection				\$981.30	\$981.30
Poland Spring				\$245.86	\$245.86
Rebecca's Café		\$133.00			\$133.00
Rotman Electric	VFT			\$16,579.33	\$16,579.33
Seaport Hotel @World Trade	Corporate Breakfast			\$3,380.00	\$3,380.00
Stanley Bemstein	Refund	\$1,250.00			\$1,250.00
Staples			\$372.33		\$372.33
Susan Simons	Refund		\$1,250.00		\$1,250.00
Symplex			\$87.95		\$87.95
Telco			\$191.32		\$191.32
Trust Assurance	Insurances	\$862.26			\$862.26
UPS				\$19.59	\$19.59
Creative Gourmet			\$93.70		\$93.70
Mathworks	Refund	\$1,000.00			\$1,000.00
[Independent Computer Bowl Contractor]					\$2,500.00
		\$22,280.79	\$31,728.32	\$227,761.53	\$284,270.64

Note: some of the
refunds haven't
been requested yet

Schedule 1.1(h)

History Center Funds

\$946,021.00

\$250,000.00 (Gardner Hendrie endowment)

TOTAL \$1,196,021.00

Schedule 1.1 (i)

History Center Assets

Items from "Wizards & Their Wonders" Exhibit, all located in Don Greene's Office on Floor 5 Bay 6

Ethernet tap
Prototype laser printer engine
Vax 11/780 board
DDP 116 board
Busicom prototype calculator
Java input device
Macintosh wirewrap prototype
Sun-1 board
HP35 calculator
Core memory stack X250.81

Mead & Conway Intro to VLSI Systems book
Inc. Magazine May 1982 (1-2-3 Bricklin Frankston on cover)
Paul Baran paper on networks
IBM 704 programmer's guide
UNIX plate
Sketchpad Report by Ivan Sutherland signed by A.J. Perlis 1963
LISP 1 Programmer's manual Mar 1 1960, RLE, MIT
Alto User's Handbook, PARC, Sept 1979
Tim Berners-Lee: paper on hyperlink design, CERN March 1989

Items from "Milestones of a Revolution" Exhibit on 6h Floor Bays 2 & 3

Large tube radio wooden housing, RCA Victor
IBM 031 card punch on loan IBM L.5.91
IBM 080 sorter on loan IBM L.6.91

"Whirlwind":

Teletypewriter, tape reader on green table in control room area
Six full height racks, two with embedded scope, one with tape drive, all with lights, in control room area behind manikin.
Six full height processor racks, several units marked as registers, arranged in two rows of three X 115.82 XD 153.73
Two additional full height processor racks (X1031.90)
Core memory unit XD412.84
Core memory plane (embedded in reader rail)

“Memories” display case:

Acoustic delay line NPL X160.82

Magnetostrictive delay line (on loan from Science Museum, London XD230.80)

Magnetic drum from English Electric Deuce XD3.75

Magnetic shift register XD6.75

Selectron X281.83

Williams Tube Ferranti Mk I

Electrostatic storage tube Whirlwind (?) X67.82

UNIVAC I

Mercury memory tank X976.89

Supervisory control Unityper and Uniservo X941.88

Arithmetic Unit, Uniservo on loan from Smithsonian X491.84

Tektronix type 543A oscilloscope X1061.91

IBM System 360/30 X 1059.91, including console, controller's teletype, tape drives, disc drives, tape library

Cobol tombstone

Fortran and Cobol manuals

“Ideas that did not become standards” display case:

Light pen from TXO XD 154.75

MOBIDIC scale model X981.89

96-Column punched cards (System 3?) X428.84

NCR CRAM X1030.90

Tunnel diode memory XD250.81

PLI Manual X91.31

PDP-7 front panel X1072.91

Dvorak keyboard X1073.91

PDP-8, rack-mounted with various medical electronics

PDP-8A X1060.91 with light control electronics from “A Chorus Line”

Cray I -M/4400

Adage Graphics Display monitor

In “Hacker's Garage” vignette:

Model 33 teletype X429.84

MIT's Altair 8800 X58.52

Apple I X210.83

Computer Space X1025.90

Pong (just the shell)

In “Hong Kong Jockey Club” vignette:

IBM PC twin floppy X1039.90

In "Granada High School" vignette:
Apple Macintosh 512K

In "PC" case:
Commodore Pet 2000 X364.84
Apple 11 X683.86
Tandy TRS-80 model 1 X722.86
Sinclair ZX-80 X513.84
Kenbak 1 X703.86
TVT- 1 TV Typewriter X689.86
Scelbi 8B X714.86
NorthStar Horizon X1033.90
MITS Altair 8800 X680.86

In Bay 3 floor 5
Ivan Sutherland's head-mounted display and cables, 1969
Virtual I-glasses 1996

In Bay 4 on floor 6, at entrance to "Smart Machines"
R2D2 costume, on loan from Smithsonian

In Bay 5 on floor 6 ("Smart Machines")

Tinker-Toy computer
RB5X robot by General Robotics Corp.
Unimate, Mark II but Unimation, On loan from Smithsonian Institution

In "Smart Machines" timeline:
Backplane of Cons machine
PDP- 10 console

On wall:
Hopper 1 (1-legged hopping robot by Marc Raibert)

In "Smart Machines" Theater:
Shakey, 1970, on loan from SRI International
The Beast 1965
OBLIX 1981, on loan Tokyo Institute of Technology
Biper 3,4 2-legged robots 1981-3, on Loan Tokyo Institute of Technology
Tital III quadruped 1981, on loan Tokyo Institute of Technology
Pluto, wheeled mobile robot with TV camera by Hans Moravec, 1983
Stanford Cart, 1965, on loan Stanford University
Mars Rover software prototype 1977, on loan NASA/JPL
Mars Rover hardware prototype 1977, on loan NASA/JPL
Consight I (object recognition on conveyor belt, no camera)

Sea Rover, underwater remotely guided robot 1985
Direct Drive Arm, Takeo Kanade 1981
Original Stanford Arm 1969, on loan Stanford University
Rancho Arm, based on orthotic arm, 1960, on loan Stanford University
Silver Arm 1974
Omnibot 2000 1985 (children's robot for learning to program)
Orm (air powered arm with disks) 1965, on loan Stanford University
IRI M50, air powered industrial arm, 1982
Charlie, assembly robot (for making floppies) 1983, on loan Shape Inc., Biddeford ME
Page-turning robot 1986
Able, amateur-designed robot companion for disabled person 1969, on loan Far Labs, South Hadley, MA
Tomovic hand (attached to Tentacle Arm) 1965
Tentacle Arm, hydraulic arm by Marvin Minsky 1968, on loan, MIT

In Bay 6 on floor 6 (offices)

Two oversize wooden teaching slide rules by Pickett & Ellis
Hologram of hubcap by Stephen Benton, MIT Media Lab
JOHNIAC framed print
Apollo 15 flag (traveled to the Moon) and badge framed, signed
AARON drawings, Harold Cohen, six-pieces framed b/w (on wall between Executive Director's office and adjacent office)
AARON drawing framed, Harold Cohen, 1983 (on wall near window facing Fort Point Channel)
Signed, framed Computer Bowl player card set
Signed, framed Computer Bowl posters (2)

In & on case in far corner (near Executive Director's office):

ETA systems exhibit with wafer, chip
Computer Museum plexi-mounted CDC6600 Core plane
Various CDC6600 cordwood modules XD113.80 XD265.81
Various CDC 6600 core planes

ILLIAC III modules
ALWAC III Logic Board
Faber Tech core memory X646.85
Cray-1 boards (heavy copper core)
DEC Flip-chip modules
Amdahl computer modules (with elaborate heat sinks on chips)
Magnetorestrictive delay lines (2) by Astro Circuit Corp.

In Bay I on floor 5, "The Networked Planet"

In machine room:
BBNIMP

In "Timeline":

Fire call box 1852, on loan from the Bostonian Society

Morse Code machine (on loan from Gordon & Gwen Bell)

Pocket radio 1954, X374.84

Acoustic coupler modem 1966, XD392.83

Briefcase terminal with acoustic coupler modem 1969, X113.92

Blue Box 1972, X727.86

SAGE Light gun X267.83

Minitel 1981 X971.89

NSNIPES network game X1195.95

Modem by Hayes 1979, X1194.95

Cable tranceiver, Astra Communications X1188.95

Stratus Computer board

Schedule 1.4

Permitted Encumbrances

Security interests, liens, mortgages or other encumbrances arising out of or in connection with the following:

<u>Name</u>	<u>Agreement Type:</u>	<u>\$Amount</u>	<u>Agreement End Date</u>
Ikon	Fax Leases: Canon 9000 ufk31291 Canon 4000 uyj09123	\$92.30	4/8/01 (48 month lease started 4/8/98)
Ikon	Copier Leases: NP Canon 6551 w/SS-EZ Staple sorter	\$807.00 \$0.0351 per copy	4/27/01 (48 month lease started 4/27/98 OR 1,104,000 copies)
Bell Atlantic	Cell Phone Leases: 102798638 102798639 102798640 103351720	\$40+ per month \$40+ per month \$40+ per month \$100+ per month	9/30/99 9/30/99 9/30/99
Rotman Electrical	Inv#30690 d. 4/13/98 (re: Virtual Fish Tank ("VFT") wiring) Inv#30664 d. 4/14/98 (re: VFT wiring) Inv#30861 d. 5/15/98 (re: additional VFT) Inv#3037 d. 5/15/97 (re: EPC 6 th Fl. Bay 1)	\$5,858.91 \$5,835.00 \$212.42 \$4,673.00	
M.I.T.	This equipment was loaned in connection with VFT and title remains with M.I.T.		
	Power Computing Computer Ser#1396759 Sony Electronics, Inc. Monitor Ser#7131431	\$4,002.00 \$1,766.00	

<u>Name</u>	<u>Agreement Type:</u>	<u>\$Amount</u>	<u>Agreement End Date</u>
Sony Electronics, Inc.	This equipment was loaned in connection with VFT. It is unclear whether this equipment has been gifted and title may remain with Sony.		
	Computers:		
	PCV-220	\$2,699.00	2/5/98
	PCV-220	\$2,699.00	2/5/98
	PCV-220	\$2,699.00	2/5/98
	PCV-220	\$2,699.00	2/5/98
	PCV-220	\$2,699.00	2/5/98
	CPD-220VS	\$829.99	2/5/98
	CPD-220VS	\$829.99	2/5/98
	CPD-220VS	\$829.99	2/5/98
	CPD-220VS	\$829.99	2/5/98
	CPD-220VS	\$829.99	2/5/98
Anastasis Koumbis	Cyberarts Contractor	\$3,000.00	
B&B Design	Cyberarts Contractor	\$2,500.00	
Charrette	Cyberarts Contractor	\$150.00	
Invisuals	Cyberarts Contractor	\$6,981.10	
Josh Silverman	Cyberarts Contractor	\$4,172.99	
Mystic Scenic	Cyberarts Contractor	\$8,741.20	

The Computer Museum, Inc. (the "Company") has granted a Leasehold Mortgage to Digital Equipment Corporation ("DEC") under an Agreement dated November 23, 1993 to secure the Company's obligation to DEC pursuant to a certain Assignment of Sublease dated November 23,

1993, assigning a certain Sublease and Agreement, dated as of November 8, 1983, between The Children's Museum and DEC, under a Lease and Agreement, dated August 1, 1979, as Amended by First Amendment of Lease, dated as of November 8, 1983, between Wharf Museum, Inc. and The Children's Museum.

Schedule 2.1

Qualification to do business in jurisdictions other than Massachusetts

The Company is also qualified to do business in the following locations:

California. (COMPMUS has conducted business in California as The Computer Museum History Center, located at Moffett Federal Airfield, Building T12-A, Room 101, Moffett Field, CA 94035).

Schedule 2.4

COMPMUS Liabilities

See Schedule 1.1(g)

See Schedule 1.4

See Schedule 2.5

See Schedule 2.9

Trustee Loans:

<u>Trustee</u>	<u>Amount</u>	<u>Date Loaned</u>
Burnes, Richard	\$50,000.00*	2/12/99
	\$30,000.00*	1/28/99
Egerman, Paul	\$10,000.00*	2/4/99
Hendrie, Gardner	\$10,000.00	1/28/99
	\$50,000.00	2/12/99
Shustek, Leonard	<u>\$50,000.00</u>	2/16/99
	\$200,000.00	

*Mr. Burnes and Mr. Egerman have agreed with the Company to convert these loans into charitable contributions.

Schedule 2.5

Litigation or claims against COMPMUS

Description of Claim by A.T. Kearny, Inc.

By letter dated March 1, 1999, counsel for A.T. Kearny, Inc., an executive search firm, demanded \$50,918.09 in payment of professional services and expenses incurred in connection with a 1998 search for an Executive Director position at The Computer Museum, Inc., Inc.. Although there is no signed written agreement between the parties, The Computer Museum, Inc. agreed to retained A.T. Kearny, Inc. for such services after it had received a letter from A.T. Kearny, Inc. stating its understanding that, by agreement, it would be compensated on the basis of one-third of the Executive Director's first year compensation plus expenses and that three interim payments would be paid each in the amount of \$10,000 while the search was in progress. The Computer Museum, Inc. made an initial payment of \$10,000 to A.T. Kearny, Inc.

The Computer Museum, Inc. was not satisfied with nearly all of the candidates identified by A.T. Kearny, Inc. and the Executive Director position was filled by an individual independently located by The Computer Museum, Inc.. The dollar amount of A.T. Kearny, Inc.'s demand is based upon a third of such person's annual salary of \$150,000 plus expenses less the \$10,000 previously paid by The Computer Museum, Inc. A.T. Kearny, Inc. has not adequately documented the expenses which it claims total \$10,918.09. Approximately one-half of such expenses have been documented. A.T. Kearny, Inc. contends that its entitlement to payment was not contingent upon The Computer Museum, Inc.'s hiring of a candidate that it had located and introduced to The Computer Museum, Inc.

Subsequent to the March 1, 1999 demand letter, A.T. Kearny, Inc. rejected a \$10,485 settlement offer made by The Computer Museum, Inc. and it counter-offered with a demand of \$16,985. It has since withdrawn such counter-offer and the last letter from counsel for A.T. Kearny, Inc., dated June 30, 1999, states that he is willing to "recommend" to A.T. Kearny, Inc. that it accept \$22,000 in settlement paid out in eleven equal monthly installments. This is not a settlement offer.

No further response has been made by The Computer Museum, Inc.

From time to time the Company is made aware of certain threats to take legal action with respect to outstanding trade payables. The Company is not aware of any formal collection action being taken against the company at this time.

Schedule 2.6

Tax Deficiencies of COMPMUS

None.

Schedule 2.9

Pledges and Material Contracts of COMPMUS other than Assumed Contracts

(a) See Schedule 1.1(g)

See Schedule 1.1 (h)

See Schedule 1.4

See Trustee Loans on Schedule 2.4

Leasehold Mortgage granted to Digital Equipment Corporation ("DEC") by The Computer Museum under an Agreement dated November 23, 1993.

(b) None.

(c) [National Science Foundation, Grant No. ESI-9627672 for The Virtual Fish Tank, effective September 15, 1996 and expires August 31, 1998, (with an extension from August 31, 1998 to August 31, 1999)][to be taken off if this is an Assumed Contract]

[Agreement between The Computer Museum and Nearlife, Inc., for the development of a new exhibit entitled Virtual Fish Tank, dated October 17, 1997] [to be taken off if this is an Assumed Contract]

COMPMUS has oral, "at-will" employment arrangements with all of its employees.

Assignment of Sublease dated November 23, 1993, between The Children's Museum and DEC, assigning a certain Sublease and Agreement, dated as of November 8, 1983.

Sublease and Agreement, dated as of November 8, 1983, under a Lease and Agreement, dated August 1, 1979, as Amended by First Amendment of Lease, dated as of November 8, 1983, between Wharf Museum, Inc. and The Children's Museum.

Memorandum of Understanding with The Museum of Science, dated April 12, 1999.

Memorandum of Understanding with The Computer Museum History Center, dated _____.

Letter of Intent with The Children's Museum, dated June 29, 1999.

(c)

See above, excluding those contracts set forth on Schedule 1.1(f).

Schedule 2.10

Intangible Property of COMPMUS

Domain Names

tcm.org

computerclubhouse.org

computerbowl.org

computer-bowl.org

net.org

<u>Trademarks</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Expiration Date</u>
THE WALK-THROUGH COMPUTER	1,690,901		
COMPUTER CLUBHOUSE	457523	2,162,729	
THE COMPUTER MUSEUM	75/165,183	2,161,352	
THE COMPUTER HISTORY CENTER	75/153,845		
THE COMPUTER MUSEUM HISTORY CENTER	California Service Mark No. 047227		
THE COMPUTER BOWL		2,075,605	7/1/07
NET.ORG		?	

Patents

THE WALK-THROUGH COMPUTER 1,690,901

VIRTUAL REALITY CHAIR 209,956 5,515,078

Unregistered Tradenames

DIGITAL COMPUTER MUSEUM, INC.

THE VIRTUAL FISH TANK

THE BEST SOFTWARE FOR KIDS

Schedule 2.12

Permits Required for COMPMUS Operations

Qualification in California

Schedule 5.7(b)

COMPMUS Employees to be Offered Employment at MOS

1. **Gail Breslow**
2. **Christine Cooke**
3. **Ruby Fevrier**
4. **Rachel Garber**
5. **Jason Heinz**
6. **Gail Jennes**
7. **Ray Keaveney**
8. **Allison Morgan**
9. **Beth O'Brien**
10. **Marlon Orozco**
11. **Travis McDonald**

Gardner:

Per your voicemail, I cut and paste each document into the e-mail. If you have any questions, please let me know.

Karen

7/7/99 HRJ/THB Revised Draft

ASSET TRANSFER AGREEMENT
BY AND BETWEEN
THE COMPUTER MUSEUM, INC.
AND
THE MUSEUM OF SCIENCE

July , 1999

THIS IS AN AGREEMENT entered into as of the day of July, 1999, by and between The Computer Museum, Inc., a tax-exempt Massachusetts charitable corporation (?COMPMUS?) and The Museum of Science, a tax-exempt Massachusetts charitable corporation (?MOS?).

WHEREAS, the mission of COMPMUS is to provide people of all ages with access to and greater understanding of the application and impact of computers and computing technology, and COMPMUS desires to increase the visibility and outreach of its exhibits, education programs and development activities,

WHEREAS, it is consistent with the Long-Range Plan of MOS to increase the integration of technology into its exhibits and programs for the public, and MOS has acknowledged that it shares the mission of COMPMUS,

WHEREAS, by combining their strengths, and consolidating certain of the assets and programs of COMPMUS with those of MOS, MOS will accelerate its strategic initiatives, expand its base of support and extend its outreach to audiences interested in learning more about the current and future impact of computing technology and its application,

WHEREAS, this Agreement is intended to capture and reflect an opportunity to combine activities and programs of two institutions whose

educational and cultural missions are highly complementary for the benefit of the general public in the Greater Boston and regional New England areas, and

WHEREAS, as contemplated by a Memorandum of Understanding dated April 12, 1999, executed by the parties in the form of Exhibit A attached (the ?MOU?), this Agreement sets forth the terms and conditions upon which COMPMUS will transfer to MOS, and MOS will acquire and accept from COMPMUS, certain of the assets, contracts, rights, and interests of COMPMUS, all upon the terms and subject to the conditions set forth in this Agreement,

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by the parties hereto and in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained herein, intending to be legally bound hereby, COMPMUS and MOS hereby agree as follows:

ARTICLE 1. TRANSFER OF ASSETS

1.1 Transfer of Assets. Subject to the provisions of this Agreement, COMPMUS shall sell or transfer and MOS shall purchase or acquire, at the Closing (as defined in Section 1.3 below), all of the following specified assets, contracts, rights, and interests of COMPMUS:

(a) COMPMUS?s right, title and interest in and to the following exhibits (collectively the ?Exhibits?):

- (i) The Virtual FishTank;
- (ii) The Best Software for Kids; and
- (iii) Elements or components from all remaining exhibits and programs for possible inclusion in The Computing Revolution exhibit and/or future exhibits and programs;

(b) COMPMUS?s right, title and interest in and to "The Computer Clubhouse";

(c) all books, records, accounts, ledgers, files, documents, correspondence, advertising and promotional materials, studies, reports and other printed or written materials of COMPMUS;

(d) all right, title and interest of COMPMUS in and to all intangible property rights, including but not limited to inventions, discoveries, trade secrets, processes, formulas, know-how, United States and foreign patents, patent applications, trade names, including the names and/or marks ?The Computer Museum?, ?The Computer Clubhouse?, ?The Computer Bowl?, ?The Virtual FishTank? and, ?The Best Software for Kids? or any derivation thereof, trademarks, trademark registrations,

applications for trademark registrations, copyrights, copyright registrations, owned or, where not owned, used by COMPMUS in carrying on the operations and activities of its museum and other agreements to which COMPMUS is a party (as licensor or licensee) or by which COMPMUS is bound relating to any of the foregoing kinds of property or rights to any "know-how" or disclosure or use of ideas (collectively, the "Intangible Property");

(e) all inventory, equipment, packaging equipment and supplies including, without limitation, T-1 lines, sound and video equipment, computers and computer equipment, software, desks, chairs, tables and other furniture owned by COMPMUS to the extent such equipment does not constitute fixtures of the Wharf Premises as defined in Section 4.2(a)(ii), below (the "Wharf Premises");

(f) all of COMPMUS's rights under those certain contracts listed or described on Schedule 1.1(f) (the "Assumed Contracts");

(g) all of COMPMUS's right, title and interest in and to all amounts and other consideration received by or payable to COMPMUS by TCM with respect to or on account of COMPMUS's interests in or dealings with the Wharf Premises, The Children's Museum of Boston ("TCM") and/or Wharf Museum, Inc. (collectively, the "Wharf Interests") under the TCM Agreement (as defined in Section 4.2(a) below) including without limitation all rights and interests of COMPMUS in and to such other considerations and interests as may be or become payable by TCM after the Closing on account of the COMPMUS Wharf Interests, as the same may be reduced or offset by payments or reserves for payment by MOS to COMPMUS on account of all costs, including without limitation, those costs set forth on Schedule 1.1(g) directly and reasonably incurred by COMPMUS with the approval of MOS (which approval shall not be unreasonably withheld) in connection with (i) the negotiation, execution and closing by COMPMUS and/or MOS of the TCM Agreement and of the TCM Use and Occupancy Agreement (as each is defined in Section 4.2, below), (ii) the transfer of exhibits and other assets or property by COMPMUS from the Wharf Premises to MOS, to the History Center and/or to any other party or location approved by MOS (which approval shall not be unreasonably withheld) and (iii) the winding down or termination of COMPMUS's activities at the Wharf Premises (the net amount of all such amounts and consideration, as so offset or reduced, being hereinafter referred to as the "Net Wharf Proceeds" and the net amount of all such cash payments and cash consideration, as so offset or reduced, being hereinafter referred to as the "Net Wharf Cash Proceeds");

(h) all of COMPMUS's deposits, cash, cash equivalents, bank accounts, notes, instruments, marketable securities, accounts receivable, receipts, donations, pledges, funds and endowments (collectively, "Funds"), except for those Funds listed on Schedule 1.1(h) (the "History Center Funds") the use or dispersal of which are restricted or directed to, or otherwise set aside for, The Computer Museum History Center, Inc., a California non-profit public benefit corporation (the "History Center"); and

(i) all prepaid expenses and other assets, properties, claims, rights and interests of COMPMUS except for those artifacts and other assets which are listed on Schedule 1.1(i) as having been delivered or committed by COMPMUS to the History Center (the "History Center") and such other assets or property of COMPMUS, if any, as may be excluded from the Subject Assets (as defined below) (i) by mutual agreement of the parties or (ii) by MOS in the sole discretion of the MOS Board of Trustees or Executive Committee

exercised by written notice delivered by MOS to COMPMUS at least five (5) days prior to the Closing.

The assets specified above to be transferred to and acquired by MOS under this Agreement are referred to collectively as the "Subject Assets," and the assets listed on Schedule 1.1A or otherwise excluded from the Subject Assets as referred to above are referred to collectively as the "Excluded Assets".

1.2 Purchase Price or Consideration. In consideration of the sale and transfer by COMPMUS to MOS of the Subject Assets, MOS shall pay to COMPMUS the amount of One Dollar (\$1.00) (the "Purchase Price"), shall assume certain obligations of COMPMUS under the Assumed Contracts, and shall perform and comply with the other covenants of MOS set forth in this Agreement.

Notwithstanding any other provision in this Agreement, MOS shall not assume, accept, agree to perform, pay or discharge, or become subject to any liabilities or obligations of COMPMUS in connection with or as a result of COMPMUS's transfer and delivery of the Subject Assets, other than those liabilities and obligations expressly assumed by MOS in accordance with the provisions of this Agreement (the "Assumed Liabilities"), and COMPMUS shall remain unconditionally liable for all obligations, liabilities and commitments, fixed or contingent, of COMPMUS other than the Assumed Liabilities.

1.3 Time and Place of Closing. The closing of the transaction provided for in this Agreement (herein called the "Closing") shall be held at the offices of Hale and Dorr LLP, 60 State Street, Boston, Massachusetts 02109 at 10:00 a.m. on July 30, 1999 (the "Closing Date"), or at such other place, date or time as may be fixed by mutual agreement of the parties.

1.4 Deliveries by COMPMUS. At the Closing, COMPMUS shall deliver or cause to be delivered to MOS the following:

- (a) an Instrument of Transfer in the form attached as Exhibit B;
- (b) an Assignment and Assumption Agreement for the Assumed Contracts executed by COMPMUS in the form attached as Exhibit C (the "Assignment and Assumption Agreement");
- (c) an instrument of assignment of COMPMUS's trademarks, trade names and trademark applications used by COMPMUS in connection with its museum, including, without limitation, "The Computer Museum", "The Computer Clubhouse", "The Computer Bowl", "The Virtual FishTank" and "The Best Software for Kids", whether or not registered, executed by COMPMUS in the form attached as Exhibit D (the "Trade Name Assignment");
- (d) an instrument of assignment, transferring and assigning to MOS, all accounts receivable, contract rights, and other rights and interests received, or to be received, by COMPMUS from TCM, executed by COMPMUS in the form attached as Exhibit E (the "Assignment of TCM Interests"), together with copies of the TCM Agreement, the TCM Use and Occupancy Agreement, and the TCM Consent referred to in Section 4.2, below;

- (e) a certificate of the Secretary of State of The Commonwealth of Massachusetts as to the legal existence of COMPMUS in Massachusetts;
- (f) a Waiver of Lien issued by the Massachusetts Department of Revenue with respect to the transfer of assets contemplated by this Agreement;
- (g) written consents of all third parties, if any, required by any and all agreements or documents to which COMPMUS is party or by which the Subject Assets are bound, in order to consummate the transactions contemplated by this Agreement;
- (h) a Secretary's Certificate attesting to the incumbency of the officers and directors of COMPMUS, resolutions of the Board of Trustees of COMPMUS and votes of the members of COMPMUS duly and legally authorizing the execution and performance of this Agreement and the transfer of assets and interests contemplated by this Agreement, and copies of COMPMUS's Articles of Organization and By-laws as amended, all certified by the Secretary of COMPMUS;
- (i) Compliance Certificate, signed by the Chairman of COMPMUS, and dated as of the Closing Date, confirming the fulfillment of the conditions set forth in Section 6.3;
- (j) all property and other items required to be delivered by COMPMUS at or prior to the Closing pursuant to this Agreement; and
- (k) all such other documents, assignments and other instruments or writings as may, in the opinion of MOS's counsel, be necessary to vest in MOS title to the Subject Assets to be transferred pursuant to this Agreement and to effect or confirm the provisions of this Agreement.

Such documents and instruments of transfer shall effectively vest in MOS good and marketable title to the Subject Assets free and clear of all liens, restrictions and encumbrances which are not set forth on Schedule 1.4 hereto, or otherwise specifically disclosed under this Agreement.

1.5 Deliveries by MOS. At the Closing, MOS shall deliver or cause to be delivered to COMPMUS the following:

- (a) payment of the Purchase Price;
- (b) the Assignment and Assumption Agreement executed by MOS in the form attached as Exhibit C;
- (c) the Trade Name Assignment executed by MOS in the form attached as Exhibit D;
- (d) a certificate of the Secretary of State of The Commonwealth of Massachusetts as to the legal existence of MOS in Massachusetts;
- (e) Compliance Certificate, signed by the President and Director of MOS and dated as of the Closing Date, confirming the fulfillment of the conditions set forth in Section 6.2;
- (f) written consents of all third parties, if any, required by any and all agreements or documents to which MOS is party in order to

consummate the transactions contemplated hereby;

- (g) Secretary's Certificate attesting to the officers of MOS, resolutions of the Board of Trustees or Executive Committee of MOS duly and legally authorizing the execution and performance of this Agreement, all certified by the Secretary of MOS; and
- (h) all such other documents, and other instruments or writings as may, in the opinion of COMPMUS's counsel, be necessary to effect or confirm the provisions of this Agreement.

All instruments, agreements, certificates and other documents delivered by COMPMUS or MOS at Closing or otherwise delivered pursuant to this Agreement, other than this Agreement, shall be referred to generally as the "Ancillary Documents."

1.6 Further Assurances. At any time and from time to time after the Closing, at the request of MOS and without further consideration, COMPMUS shall promptly execute and deliver such further instruments of transfer and assignment (in addition to those delivered under Section 1.4) and take such other action as MOS may reasonably require or request to more effectively transfer, convey and assign to, and vest in, MOS and to confirm MOS's title to, all of the Subject Assets, to put MOS in actual possession and operating control thereof, to assist MOS in exercising all rights with respect thereto, or otherwise to carry out the purpose and intent of this Agreement.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF COMPMUS

COMPMUS represents and warrants to MOS as follows:

2.1 Organization and Qualification of COMPMUS. COMPMUS is a tax-exempt Massachusetts charitable corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts with full corporate power and authority to consummate the transactions provided herein, and to own or lease its properties and to carry on the operations and activities of its museum as now being conducted. Except as specified in Schedule 2.1, the nature of the museum operations and activities of COMPMUS and the character and location of the properties owned or leased by it with respect to its museum operations and activities do not require COMPMUS to be qualified to transact business in any jurisdiction other than The Commonwealth of Massachusetts.

2.2 Authorization of Transaction. All necessary action, corporate or otherwise, has been taken by COMPMUS to authorize COMPMUS's execution, delivery and performance of this Agreement and the Ancillary Documents and the transactions contemplated hereby and thereby. This Agreement and the Ancillary Documents are the valid and binding obligation of COMPMUS, as the case may be, enforceable in accordance with their terms, subject to laws of general application relating to creditor's rights, bankruptcy, insolvency and the relief of debtors and subject to the discretion of courts

concerning equitable remedies.

2.3 No Breach of Statute or Contract; Required Consents. Neither the execution and delivery of this Agreement or any Ancillary Document nor compliance by COMPMUS with their respective terms and provisions will violate, conflict with, result in a breach or termination of, or a default under any of the terms, conditions or provisions of (i) the Articles of Organization and By-Laws of COMPMUS, (ii) any judgment, order, decree or ruling to which COMPMUS is a party or to which COMPMUS or any of the Subject Assets may be subject, or (iii) any agreement to which COMPMUS is a party. Except for the notice which has been given by COMPMUS to the Division of Public Charities of the Office of the Attorney General of The Commonwealth of Massachusetts (the "Division?"), in the form attached as Exhibit F (the "A.G. Notice?"), COMPMUS is not required to give any notice to, make any filing with, or obtain any authorization, consent or approval of any government or governmental agency in order for the parties to consummate the transactions contemplated by this Agreement (including the assignments of contracts referred to in Section 1 above).

2.4 Absence of Undisclosed Liabilities. Except as and to the extent (a) reflected and reserved against in the Financial Report referred to in Section 4.1(d), below, (b) set forth on Schedule 2.4 attached hereto or (c) incurred in the ordinary course of business after April 30, 1999 and not material in amount, either individually or in the aggregate, COMPMUS does not have any liability or obligation, secured or unsecured, whether accrued, absolute, contingent, unasserted or otherwise, affecting the Subject Assets. Without limitation of the foregoing, Schedule 2.4 sets forth all amounts owing from COMPMUS to any of its officers, Trustees or employees as of the date of this Agreement.

2.5 Litigation. Except as set forth in Schedule 2.5, COMPMUS is not a party to, nor to its knowledge threatened with, and none of the Subject Assets are subject to, any litigation, suit, action, investigation, proceeding or controversy before any court, administrative agency or other governmental authority relating to or affecting the Subject Assets or the museum operations or activities or the condition (financial or otherwise) of COMPMUS or the capacity or authority of COMPMUS to consummate the transactions contemplated in this Agreement. COMPMUS is not in violation of or in default with respect to any judgment, order, writ, injunction, decree or rule of any court, administrative agency or governmental authority or any regulation of any administrative agency or governmental authority.

2.6 Tax Matters. COMPMUS has filed all federal, state and local tax or information returns which are required to be filed and has paid all taxes, interest, penalties, assessments and deficiencies which have become due or which have been claimed to be due. COMPMUS is current in the payment of all withholding taxes and all income, franchise, real estate, sales, use and other taxes, if any, that have become due; and except as set forth on Schedule 2.6, no deficiencies have been asserted or assessed as a result of any audit by the Internal Revenue Service or any state or local taxing authority and no such deficiency or audit has been proposed or threatened.

2.7 Books and Records. The general ledgers and books of account of COMPMUS, all federal, state and local property and other tax or information returns filed by COMPMUS with respect to the Subject Assets, and all other books and records of COMPMUS are in all material respects complete and correct and have been maintained substantially in accordance with

procedures required by applicable laws and regulations.

2.8 Title to Subject Assets. COMPMUS has good, marketable and merchantable title to all of the Subject Assets. Except as specified in Schedule 1.4, none of the Subject Assets are subject to any security interest, lien, mortgage or other encumbrance and none of the Subject Assets will be held by COMPMUS on the Closing Date as lessee or conditional sale vendee under a conditional sale contract or any other title retention agreement.

2.9 Assumed Contracts. Schedule 1.1(f) lists all of the Assumed Contracts. correct and complete copies of which, as amended to date, have been delivered by COMPMUS to MOS. With respect to each such Assumed Contract: (i) such agreement is legal, valid, binding, enforceable, and in full force and effect; (ii) such agreement will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms immediately following the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Section 1.1 above); (iii) no party is in breach or default, and no event has occurred which with the giving of notice, the passage of time or both would constitute a breach or default, or permit termination, modification, or acceleration, under such agreement; (iv) COMPMUS has not received notice that any party to such agreement intends to terminate such agreement or that the assignment of such agreement will not be respected by such party; (v) no party has repudiated any provision of such agreement; and (vi) the execution and performance of this Agreement and the consummation of the transactions contemplated hereby will not result in a breach of or constitute a default under such agreement.

Schedule 2.9 also contains a complete and accurate list and description of (a) all pledges or similar financial agreements or commitments to which COMPMUS is a party or by which COMPMUS or any of its property is bound, (b) all material contracts and agreements to which COMPMUS is a party, and other documents or information relating to past disposal by COMPMUS of waste (whether or not hazardous), and (c) any other material agreement or contract which is not an Assumed Contract but to which COMPMUS or any of its property is subject or bound.

2.10 Intangible Property.

(a) Schedule 2.10 attached hereto sets forth a complete and accurate list and, where appropriate, description of all Intangible Property. The Intangible Property owned by COMPMUS is sufficient to permit the lawful conduct of the museum operations and activities of COMPMUS as currently conducted and, when transferred to MOS pursuant to this Agreement, will be sufficient to permit the lawful conduct by MOS of such museum operations and activities as presently conducted by COMPMUS.

(b) COMPMUS owns or has the right to use pursuant to a valid, existing license, sublicense, agreement, or permission all of the Intangible Property. Immediately subsequent to the Closing, each item of Intangible Property will be owned or available for use by

MOS on terms and conditions identical to those applicable to COMPMUS prior to the Closing.

- (c) COMPMUS's use of the Intangible Property and the museum operations and activities as presently conducted by COMPMUS have not interfered with, infringed upon, misappropriated, or otherwise come into conflict with any intellectual property rights of third parties, and COMPMUS has not received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that COMPMUS must obtain a license for, or refrain from using, any of the Intangible Property). To COMPMUS's knowledge, no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any of COMPMUS's rights to the Intangible Property.
- (d) To COMPMUS's knowledge, MOS's continuation of the operations and activities of COMPMUS's museum as presently conducted by COMPMUS will not interfere with, infringe upon, misappropriate, or otherwise come into conflict with, any intellectual property rights of third parties.

2.11 Trade Names, Etc. COMPMUS has always conducted its activities and operations under the name "Digital Computer Museum, Inc.," "The Computer Museum History Center," or "The Computer Museum, Inc.," COMPMUS has never operated under or used an assumed or fictitious name. COMPMUS has never received notice, and it has no reason to believe, that the manner in which it conducts its museum operations and activities conflicts with any rights of third parties to trade names, trademarks, trademark applications, trademark registrations, trademark licenses and sublicenses, service marks, service mark applications, service mark registrations, service mark licenses and sublicenses, copyrights, copyright applications, copyright registrations, copyright licenses and sublicenses, patents, patent applications and patent licenses and sublicenses. MOS's use of the following names or marks, to wit: "The Computer Museum," "The Computer Clubhouse," "The Computer Bowl," "The Virtual FishTank" and/or "The Best Software for Kids" after the Closing will not subject MOS to any claim from any third parties.

2.12 Compliance with Laws; Permits; Environmental Matters. To the best knowledge of COMPMUS after reasonable investigation, COMPMUS has all requisite licenses, permits and certificates, including environmental, health and safety permits, from federal, state and local authorities necessary to conduct its business and own and operate its assets (collectively, the "Permits"). Schedule 2.12 attached hereto sets forth a true, correct and complete list of all such Permits, copies of which have been delivered by COMPMUS to MOS. To the best knowledge of COMPMUS, after reasonable investigation, COMPMUS is in compliance with all applicable federal, state, local and foreign laws including administrative regulations, rules, codes, plans, injunctions, judgments, orders, decrees, rulings and charges thereunder, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Clean Water Act, the Toxic

Substances Control Act and regulations thereunder, and any similar state and local statutes, administrative regulations, and ordinances, and COMPMUS has not received notice of any violation of such laws or regulations.

Without limitation of the foregoing, COMPMUS has received no notice or other indication from the Division that the Division objects to COMPMUS's transfer of the Subject Assets to MOS under the provisions of this Agreement or to any provision of this Agreement or of the Ancillary Documents.

To the best knowledge of COMPMUS, after reasonable investigation, COMPMUS does not have any liability for, nor has it or its predecessors handled or disposed of any substance, arranged for the disposal of any substance, exposed any employee or other individual to any substance or condition, or owned or operated any property or facility in any manner that could form the basis of any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand against COMPMUS for damage to any site, location, or body of water (surface or subsurface), for any illness or personal injury to any employee or other individual, or for any reason under any environmental, health or safety law.

2.13 Subject Assets Complete. The Subject Assets are, when utilized by an appropriate labor force, adequate to conduct the museum operations and activities conducted by COMPMUS prior to the date of this Agreement.

2.14 Accuracy of Disclosure. No representation or warranty by COMPMUS in this Agreement and no statement or certificate furnished or to be furnished by or on behalf of COMPMUS pursuant to or in connection with this Agreement or any Ancillary Document contains or will contain any untrue statement of a fact, or omit or will omit to state any fact necessary to make the statements contained herein or therein not misleading.

2.15 Representations True at Closing. The representations and warranties of COMPMUS contained in this Agreement and in the Ancillary Documents are true and correct in all material respects as of the date of this Agreement and shall also be true and correct in all material respects as of the Closing Date, with the same force and effect as though made at and as of such date, except for changes permitted or contemplated by this Agreement or the Ancillary Documents.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF MOS

MOS represents and warrants to COMPMUS as follows:

3.1 Organization of MOS. MOS is a tax-exempt Massachusetts charitable corporation duly organized, validly existing and in good standing under the laws of The Commonwealth of Massachusetts with full corporate power and authority to consummate the transactions provided herein, and to own or lease its properties and to carry on the operations

and activities of its museum as now being conducted.

3.2 Authorization of Transaction. All necessary action, corporate or otherwise, has been taken by MOS to authorize MOS's execution, delivery and performance of this Agreement and the Ancillary Documents and the transaction contemplated hereby and thereby. This Agreement and the Ancillary Documents are the valid and binding obligation of MOS, as the case may be, enforceable in accordance with their terms, subject to laws of general application relating to creditor's rights, bankruptcy, insolvency and the relief of debtors.

3.3 No Breach of Statute or Contract; Required Consents. Neither the execution and delivery of this Agreement or any of the Ancillary Documents nor compliance by MOS with their respective terms and provisions will violate, conflict with, result in a breach or termination of, or a default under any of the terms, conditions or provisions of (i) the Articles of Organization or By-Laws of MOS, (ii) any judgment, order, decree or ruling to which MOS is a party or subject, or (iii) any agreement to which MOS is a party. MOS does not need to give any notice to, make any filing with, or obtain any authorization, consent or approval of any government or governmental agency in order for the parties to consummate the transactions contemplated by this Agreement (including the assignments and assumptions referred to in Section 1.1 above).

3.4 Massachusetts Division of Public Charities. Without limitation of the foregoing, MOS has received no notice or other indication from the Division that the Division objects to COMPMUS's transfer of the Subject Assets to MOS under the provisions of this Agreement or to any provision of this Agreement or of the Ancillary Documents.

3.5 Litigation. MOS is not a party to, nor to its knowledge threatened with, any litigation, suit, action, investigation, proceeding or controversy before any court, relating to the capacity or authority of MOS to consummate the transactions contemplated by this Agreement.

3.6 Accuracy of Disclosure. No representation or warranty by MOS in this Agreement and no statement or certificate furnished or to be furnished by or on behalf of MOS pursuant to or in connection with this Agreement or any of the Ancillary Documents contains or will contain any untrue statement of a fact, or omit or will omit to state a fact necessary to make the statements therein not misleading.

3.7 Representations True at Closing. The representations and warranties of MOS contained in this Agreement and in the Ancillary Documents are true and correct in all material respects as of the date of this Agreement and shall also be true and correct in all material respects as of the Closing Date, with the same force and effect as though made at and as of such date, except for changes permitted or contemplated by this Agreement or the Ancillary Documents.

ARTICLE 4. COVENANTS OF COMPMUS

COMPMUS hereby covenants and agrees with MOS as follows:

4.1 Pre-Closing Covenants. From and after the date hereof and until the Closing Date:

(a) Conduct of Museum Operations. Except as otherwise mutually agreed by the parties, COMPMUS shall conduct its museum operations and activities substantially in the same manner as heretofore conducted. All of the property of COMPMUS shall be used, operated, repaired and maintained in a normal business manner consistent with past practice.

(b) Absence of Material Changes. Without the prior written consent of MOS, COMPMUS shall not:

(i) Take any action to amend its Articles of Organization or By-laws;

(ii) Incur any obligation or liability (absolute or contingent), except current liabilities incurred and obligations under contracts entered into in the ordinary course of business;

(iii) Mortgage, pledge, or subject to any lien, or any other encumbrance any of the Subject Assets;

(iv) Sell, assign, or transfer any of the Subject Assets, except for inventory, if any, sold in the ordinary course of business;

(v) Waive any rights of material value;

(vi) Modify, amend, alter or terminate any of its executory contracts which are to be Assumed Contracts;

(vii) Fail to keep and preserve (a) the possession and control of the Subject Assets, (b) the goodwill of its visitors, suppliers, and others having dealings with it, and (c) its museum operations and activities, all as existing on the date of this Agreement; or

(viii) Fail to maintain its books, accounts and records in a customary manner and in the ordinary or regular course of its business, and maintain its furniture and equipment in a manner consistent with its past practice;

(c) Tax and Information Returns. COMPMUS will, on a timely basis, file all tax or information returns and pay any and all taxes, if any, which shall become due or shall have accrued on account of the conduct of museum or other operations and activities by COMPMUS or its ownership of the Subject Assets.

(d) Financial Report. Prior to Closing, COMPMUS will deliver to MOS the following financial information (the "Financial Report"): (i) unaudited balance sheets of COMPMUS for COMPMUS's fiscal years ended June 30, 1997, 1998 and 1999; (ii) COMPMUS's cash receipts for the fiscal year ended June 30, 1999, including itemization of those Funds that are History Center Funds; and (iii) contributions of all funds and other property received by or pledged to COMPMUS during the fiscal years ended June 30, 1997, 1998 and 1999 and during the period from July 1, 1999 through the Closing.

(e) Access to Management, Properties and Records. COMPMUS shall afford the officers, attorneys, accountants and other authorized representatives of MOS free and full access upon reasonable notice and during normal business hours to all management personnel, offices, properties, books and records of COMPMUS, so that MOS may have full opportunity to make such investigation as it shall desire to make of the management, properties, museum operation and activities, and other affairs of COMPMUS, and MOS

shall be permitted to make abstracts from, or copies of, all such books and records. COMPMUS shall furnish to MOS such financial and operating data and other information as to the Assets and the museum operations and activities of COMPMUS as MOS may reasonably request.

4.2 TCM Transaction and Assignment of COMPMUS Wharf Interests.

(a) As of the date of this Agreement, and pursuant to a Letter of Intent executed by COMPMUS and TCM in the form attached hereto as Exhibit G, COMPMUS and TCM have executed an Asset Purchase Agreement and related documents in the form attached as Exhibit H (collectively, the "TCM Agreement") providing, among other things, for

(i) the transfer and relinquishment by COMPMUS to TCM of all of the COMPMUS Wharf Interests and, in consideration thereof, payment by TCM to COMPMUS of an aggregate of \$5,000,000 by means of an initial payment of \$2,000,000 due on or before the Closing Date in immediately available funds and subsequent payments of \$1,000,000 each on the next three anniversaries of the first payment with security for the subsequent payments reasonably acceptable to COMPMUS and MOS; and

(ii) the execution by TCM, COMPMUS and MOS, on or before the Closing Date, of a Use and Occupancy Agreement in the form attached as Exhibit I (the "TCM Use and Occupancy Agreement") pursuant to which MOS (or, at MOS's election, COMPMUS) shall be entitled to use and occupy part or all of the premises currently occupied by COMPMUS at 300 Congress Street, Boston, Massachusetts (the "Wharf Premises") upon terms consistent with those set forth in the TCM Letter of Intent.

(b) Simultaneously with the Closing, COMPMUS shall execute the TCM Use and Occupancy Agreement and shall obtain from TCM and deliver to MOS, in such form as may be reasonably acceptable to MOS, the written consent by TCM (the "TCM Consent") to the complete and unconditional assignment by COMPMUS to MOS, at the Closing, of all rights and interests of COMPMUS under the TCM Agreement and, if applicable, under the TCM Use and Occupancy Agreement, and all other rights and interests of COMPMUS in and to other consideration and amounts, if any, then or thereafter payable to COMPMUS by TCM and/or others on account of the COMPMUS Wharf Interests. It is understood and agreed that MOS shall not have, assume or incur any obligation or liability to TCM in connection with the TCM transaction and assignment of COMPMUS Wharf Interest contemplated by this Agreement except such obligations or liabilities, if any, as may be provided for in the TCM Use and Occupancy Agreement with the specific written approval of MOS.

(c) At the Closing, COMPMUS shall execute and deliver to MOS, as permitted by the TCM Consent, an Assignment of TCM Interests in the form attached as Exhibit E, which provides for the complete and unconditional assignment by COMPMUS to MOS referred to in paragraph (b), above.

(d) Before and after the Closing, and consistent with such reasonable requests, if any, as may be made by MOS in that regard, COMPMUS shall take all such reasonable action as may be necessary on the part of COMPMUS to assist MOS in the enforcement of all provisions of the TCM Agreement and the TCM Use and Occupancy Agreement, and to reflect the Assignment of TCM Interests as contemplated above.

4.3 Computer Bowl. If requested by MOS, COMPMUS shall use its best efforts to cooperate in good faith with MOS to jointly host the "Computer Bowl" program at the current premises of MOS at a time determined by MOS

with the approval of COMPMUS (which approval shall not be unreasonably withheld) in a manner otherwise consistent with the promotional materials that have most recently been distributed by COMPMUS to the public and in a manner consistent with the manner in which the "Computer Bowl" has been hosted by COMPMUS in prior years.

4.4 Efforts. Upon the terms and subject to the conditions hereof, COMPMUS shall use all reasonable efforts to take or cause to be taken all actions and to do or cause to be done all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement.

4.5 Post-Closing Agreements of COMPMUS. From and after the Closing Date:

(a) Confidential Information. COMPMUS shall hold in confidence, and use its best efforts to have all of its officers, directors and personnel hold in confidence all knowledge and information of a secret or confidential nature with respect to the museum operations and activities of COMPMUS and shall not disclose, publish or make use of the same without the consent of MOS, except to the extent that such information shall have become public knowledge other than by breach of this Agreement by COMPMUS.

(b) Termination of Museum Operations. COMPMUS shall cease all operations as a museum and shall close its galleries and store to the public; provided, however, that this Section 4.5(b) shall not prohibit COMPMUS from taking such action as may reasonably be necessary for COMPMUS to effect (i) its transfer of Excluded Assets to the History Center or others in a manner consistent with the provisions of this Agreement, (ii) the payment and discharge of any and all obligations of COMPMUS remaining after the consummation of the transactions provided for in this Agreement, (iii) the dissolution of COMPMUS pursuant to a Petition for Voluntary Dissolution filed with the Supreme Judicial Court of Massachusetts pursuant to the provisions of Section 11A of Chapter 180 of the Massachusetts General Laws, or (iv) any other programs or activities agreed upon by the parties in writing.

(c) Equitable Remedies. COMPMUS agrees that the remedy at law for any breach of the provisions of Section 4.5(a) or (b) above would be inadequate and that MOS shall be entitled to injunctive relief and/or other equitable remedies in addition to any other remedy it may have upon breach of any such provisions.

ARTICLE 5. COVENANTS OF MOS

5.1 Subject Assets. MOS will accept the Subject Assets of COMPMUS and will use its best efforts in good faith to make use of those Subject Assets to develop and maintain exhibits featuring computers; provided, however, that MOS shall have and retain the right to use or dispose of any or all of the Subject Assets in such a manner, consistent with the general mission and tax-exempt status of MOS, as the Board of Trustees or Executive Committee of MOS may from time to time approve after consultation with the Advisory Committee, as that term is defined in Section 5.9 below (the ?Advisory Committee?). If COMPMUS transfers restricted funds to MOS as part of the Subject Assets, MOS will use such funds in a manner consistent with the applicable restrictions.

5.2 TCM Use and Occupancy Agreement. At the Closing and subject to the execution and delivery of the TCM Use and Occupancy Agreement by TCM

and COMPMUS, if applicable, MOS shall execute that agreement; and MOS shall thereafter comply with all of its obligations under that TCM Use and Occupancy Agreement.

5.3 Endowment.

(a) Within thirty (30) days after MOS shall have received from TCM the first principal payment or payments (amounting to at least \$1,000,000 in the aggregate) under the net promissory note delivered by TCM and assigned by COMPMUS to MOS at the Closing as contemplated by the TCM Agreement, or, if later, within thirty (30) days after MOS shall have received from TCM Net Wharf Cash Proceeds in an aggregate amount of at least \$1,950,000:

- (i) MOS will establish and fund two (2) separate, trustee-designated endowments of \$650,000 each: one for the benefit and use of the Computer Clubhouse (the "Clubhouse Endowment?"), and the other to promote computer-featured exhibits and presentations at MOS (the "MOS Computer Exhibit Endowment?"), in accordance with the following provisions of Section 5.3; provided, however, that each such endowment shall be and remain subject to the exclusive right of the MOS's Board of Trustees or Executive Committee, after consultation with the Advisory Committee, to use such endowment in a manner consistent with MOS's general mission and tax-exempt status; and
- (ii) MOS shall make a one-time, unrestricted contribution of \$650,000, in immediately available funds, to the History Center, or any successor to substantially all of the History Center's assets and operations (the "History Center Contribution?"), in accordance with the following provisions of this Section 5.3; provided, however, that such History Center Contribution shall not be made until the History Center, or such successor, is (x) in good standing in the state(s) or jurisdiction(s) in which it was organized or conducts its museum operations or activities, (y) a tax-exempt organization qualified to receive charitable contributions under the provisions of Section 170(c)(2) of the U.S. Internal Revenue Code of 1986, as amended (the "Code?"), and (z) carrying on the History Center's mission set forth on Exhibit J attached to this Agreement (which is identical to Exhibit B to the MOU); and

(b) Notwithstanding the provisions of Section 5.3(a) above, if Net Wharf Cash Proceeds received by or payable to MOS on or before July 31, 2007 under the TCM Agreement are less than \$1,950,000 in the aggregate, the obligations of MOS with respect to the Clubhouse Endowment, the MOS Computer Exhibit Endowment and the Center Contribution as provided in Section 5.3(a) above, shall be reduced pro rata from \$650,000 for each such Endowment or Contribution to an amount equal to one-third (1/3) of the sum of all Net Wharf Cash Proceeds received by or payable to MOS on or before July 30, 2007.

5.4 The Computer Museum @ The Museum of Science.

(a) MOS will use its best efforts in good faith to create additional space and/or to commit existing space in or near the present Blue Wing and the Theatre of Electricity at the current premises of MOS as MOS's Board of Trustees or Executive Committee, after consultation with the Advisory Committee, may deem appropriate for the installation of computer-featured exhibits which may be transferred from COMPMUS to MOS. MOS shall give appropriate credit to COMPMUS for any COMPMUS exhibits transferred to MOS. In addition, MOS shall create or set aside space for classrooms, clubhouses, workshops, offices and other non-exhibit space to be used for computer related activities and MOS shall publicly refer to such space for computer related activities as "The Computer Museum @ The Museum of Science."

(b) The parties acknowledge that the Trustees or Executive Committee of MOS may, at some point, change the name "The Computer Museum @ The Museum of Science", but it is agreed that no such change shall be made until after consultation with the Advisory Committee.

5.5 Recognition of Contributions. MOS will give proper recognition to COMPMUS for the exhibits and programs transferred to MOS from COMPMUS. MOS will also give proper recognition to the Cahners family within or adjacent to The Computer Museum @ The Museum of Science by maintaining an area called "Cahners Computer Place" or another area with another appropriate and similar name.

5.6 Accounts Receivable; Donations; Pledges. The parties acknowledge that, following the Closing Date, the parties may receive payments with respect to accounts receivable, or donations or pledges belonging to the MOS or the History Center. COMPMUS shall promptly remit to MOS all checks and other payments received by COMPMUS in payment of accounts receivable of COMPMUS, or donations or pledges made to COMPMUS. If, following the Closing Date, MOS receives payments, donations or pledges that belong to or are restricted for use by the History Center, MOS shall promptly notify the History Center of all such payments, donations or pledges and shall make reasonable arrangements with the History Center for the remittance of such payments, donations and pledges to the History Center within five (5) business days after the receipt by MOS of such payments, donations or pledges or, if later, within five (5) business days after MOS has received written notice from the History Center that the History Center has received its determination letter from the IRS confirming the History Center's status as a tax-exempt organization under Section 501(c)(3) of the Code.

5.7 COMPMUS Employees.

(a) MOS shall not have or assume any obligations or liabilities of COMPMUS as the former employer of any COMPMUS employee; and, except as specified in Section 5.7(b), below, with respect to no more than seven (7) COMPMUS employees, MOS shall have no obligation to make offers of employment to any employee of COMPMUS. Notwithstanding the foregoing, however, any employee of COMPMUS may apply and interview for current job postings at MOS.

(b) MOS shall offer employment to each of the _____ () individuals identified on Schedule 5.7(b) on terms and conditions comparable to the terms and conditions applicable to similar employees holding similar positions at MOS; and those individuals previously employed by COMPMUS who accept such offer shall become employees of MOS and shall be

eligible for all normal employee benefits provided to employees of MOS, including, if applicable, medical benefits, group-term life insurance, disability benefits and other welfare benefits for which such individuals may qualify as employees of MOS in accordance with the terms of applicable policies.

(c) Until the Closing or any such earlier time as MOS may determine by written notice to COMPMUS, MOS shall continue to provide for the loan and secondment of Cynthia Mackey by MOS to COMPMUS, without charge to COMPMUS, on a part-time basis and upon such specific terms and conditions as may be mutually agreed by the parties, in order that Ms. Mackey may assist COMPMUS in conducting certain transitional operations and activities.

5.8 Board Membership. MOS shall use its best efforts to fill current vacancies on its Board of Trustees by the election or appointment of four individuals to be recommended by the Board of Trustees of COMPMUS to fill those vacancies for the remainder of unexpired terms. MOS shall also consider adding to the MOS Board, as appropriate vacancies occur, former members of the COMPMUS Board and other individuals suggested by the Advisory Committee as having an appropriate background and understanding of computer science or related matters.

5.9 The Computer Museum Advisory Committee. MOS shall create an advisory committee (the "Advisory Committee") to assist the Board of Trustees or Executive Committee of MOS in connection with efforts to define the mission of MOS regarding the establishment and operation of The Computer Museum @ The Museum of Science and the integration of computers into MOS exhibits and the MOS experience. Such Advisory Committee originally shall have 15 members, including members appointed by the current MOS Board, in its sole discretion, upon the recommendation of either the MOS Board or the current COMPMUS Board and, and shall have such a role as the Board of Trustees or Executive Committee of MOS may in its sole discretion deem appropriate.

5.10 Capital Campaigns. The Board of Trustees or Executive Committee of MOS after consultation with the Advisory Committee, will consider the Computer Museum and the importance of exhibits and presentations featuring computers in undertaking any future capital campaign or similar fund-raising effort and in applying or committing to apply any funds received by MOS as a result of any such campaign or effort; provided, however, that this Section 5.10 shall not require MOS to use any such funds in any particular manner.

5.11 Efforts. Upon the terms and subject to the conditions of this Agreement, MOS shall use all reasonable efforts to take or cause to be taken all actions and to do or cause to be done all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement.

5.12 Other Obligations. MOS shall have no obligations other than those obligations expressly undertaken or assumed by MOS as set forth in this Agreement and in the Assignment and Assumption Agreement.

ARTICLE 6. COVENANTS CONCERNING THE HISTORY CENTER

6.1 Rights of First Refusal for MOS. On or before the date of the Closing, and pursuant to a written agreement reasonably satisfactory in form and substance to MOS (the "History Center Agreement"), COMPMUS and/or the History Center will grant to MOS an exclusive right of first refusal to purchase part or all of the collection of historical artifacts (the "Center's Collection") presently in the possession of, or to be transferred to, the History Center, if, within ten (10) years immediately following the effective date of the transfer of Subject Assets contemplated by this Agreement, the History Center shall transfer or propose to transfer all or any part of the History Center's Collection by sale or by merger, consolidation or any other transaction in which the History Center shall cease to be the sole owner of all or any part of the History Center's Collection. Further, pursuant to the History Center Agreement, the History Center shall agree with MOS that, if within ten (10) years immediately following the effective date of the transfer of Subject Assets contemplated by this Agreement, the History Center ceases to pursue, or substantially changes, the History Center's mission as set forth on Exhibit J to this Agreement, at the sole option of MOS, confirmed in writing from MOS to the History Center, the History Center's Collection shall be transferred to MOS, without consideration, as a contribution from the History Center or, if agreed by the parties and specified in the History Center Agreement, for such cash payment, if any, as shall have then been made by the History Center to COMPMUS in consideration for the transfer of the History Center's Collection to the History Center by COMPMUS.

6.2 Agreement to Loan the History Center's Collection. Pursuant to a written agreement reasonably satisfactory in form and substance to MOS (the "History Center Loan Agreement"), COMPMUS and the History Center shall also agree with MOS that, for such period (not less than ten (10) years immediately following the effective date of the transfer of Subject Assets contemplated by this Agreement) as the parties may agree, COMPMUS and/or the History Center shall grant to MOS the right, upon reasonable written notice from MOS to the History Center and upon terms and conditions no more onerous for MOS than terms and conditions then generally applicable to similar loans of similar objects to similar museums, to borrow from the History Center such articles or objects from the History Center's Collection as MOS may from time to time reasonably request for exhibition or other use by MOS.

6.3 License of "The Computer Museum" to the History Center. Pursuant to a written agreement reasonably satisfactory in form and substance to MOS (the "History Center License Agreement"), COMPMUS and MOS shall grant the History Center a non-exclusive royalty free license (the "License") to use as the History Center's name "The Computer Museum History Center" (the "Name") upon such additional terms and conditions as may be mutually acceptable to the parties. The History Center shall also acknowledge the parties' ownership of the name "The Computer Museum" and shall agree not to use the name or terms "The Computer Museum" except as part of the Name referred to above or as otherwise expressly permitted by MOS. Pursuant to that History Center License Agreement, the History Center shall agree with MOS that if, within ten (10) years immediately following the effective date of the License, the History Center ceases to pursue, or substantially changes the History Center's mission as set forth in Exhibit J, at the sole option of MOS, the License shall terminate and the History Center shall cease all use of the name "The Computer Museum."

6.4 Limited Mission of the History Center. As consideration for the obligations of MOS to make contributions to the History Center as set forth

in Section 5.3 of this Agreement, the History Center shall agree, in the History Center Agreement, to (i) limit its mission to that mission set forth on Exhibit J attached hereto and (ii) refrain from any action that directly conflicts with or detracts from the missions of MOS and COMPMUS as set forth on Exhibit J.

6.5 Action by COMPMUS. Before and after the Closing, and consistent with such reasonable requests, if any, as may be made by MOS in that regard, COMPMUS shall take all such action as may be necessary to require the History Center (a) to execute and deliver the agreements which are to be executed and delivered by the History Center under the provisions of this Article 6, and/or (b) to perform and discharge all of the History Center's obligations to MOS pursuant to such agreements.

ARTICLE 7. CONDITIONS TO CLOSING

7.1 General Conditions. The obligations of each party hereto to effect the transactions contemplated by this Agreement shall be subject to the satisfaction at or prior to the Closing of the condition that no order, statute, rule, regulation, executive order, injunction, stay, decree or restraining order shall have been enacted, entered, promulgated or enforced by any court of competent jurisdiction or governmental or regulatory authority or instrumentality that prohibits the consummation of the transactions contemplated hereby or will cause any of the transactions contemplated by this Agreement to be rescinded following consummation.

7.2 Conditions to Obligations of COMPMUS. The obligations of COMPMUS to effect the transactions contemplated by this Agreement shall be subject to the satisfaction at or prior to the Closing of the following conditions:

(a) Having submitted an A.G. Notice in accordance with the provisions of Section 8A(c) of Chapter 180 of the Massachusetts General Laws (?Section 8A(c)?) concerning the transfer of substantial assets by a public charity, COMPMUS shall not have received from the Division any written notice or other indication that the Division objects to the transfer of the Subject Assets or to any other action provided for under the terms of this Agreement.

(b) MOS shall have performed all of its obligations required under this Agreement to be performed by it at or prior to and through the Closing;

(c) The representations and warranties of MOS contained in Article 3 shall have been true and correct in all material respects as of the date of this Agreement and shall be true and correct in all material respects as though made on and as of the Closing;

(d) MOS shall have offered employment to all of the () individuals listed in Schedule 5.7(b) in accordance with the provisions of Section 5.7(b);

(e) All certificates, instruments, and other documents required to be executed by MOS in order to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to COMPMUS.

COMPMUS may waive any conditions specified in this Section 7.2 if it executes a writing so stating at or prior to closing.

7.3 Conditions to Obligations of MOS. The obligations of MOS to effect the transactions contemplated by this Agreement shall be subject to the satisfaction at or prior to the Closing of the following conditions:

(a) COMPMUS shall have complied with the provisions of Section 8A(c) and neither COMPMUS nor MOS shall have received from the Division any written notice or other indication that the Division objects to the transfer of the Subject Assets or to any other action provided for under the terms of this Agreement.

(b) TCM Documents, in form and substance reasonably satisfactory to MOS, shall have been executed and delivered by TCM and COMPMUS, and COMPMUS shall have executed and delivered to MOS the Assignment of TCM Interests, together with the TCM Consent and original executed copies of both the TCM Agreement and the TCM Use and Occupancy Agreement.

(c) The History Center shall have executed and delivered to MOS the History Center Agreement, the History Center Loan Agreement and the History Center License Agreement provided for under Article 6, above, and COMPMUS shall have taken such action or made such arrangements as shall have been reasonably necessary or appropriate for the History Center to do so.

(d) COMPMUS shall have performed all of its obligations required under this Agreement to be performed by it at or prior to and through the Closing;

(e) The representations and warranties of COMPMUS contained in Article 2 shall be true and correct in all material respects as of the date of this Agreement and shall be true and correct in all material respects as though made on and as of the Closing;

(f) COMPMUS shall have good and marketable title to the Subject Assets, free and clear of any and all liens, mortgages and pledges, except as set forth on Schedule 1.4 hereto, and MOS shall have received the Subject Assets and the other documents referred to in Section 1.4;

(g) COMPMUS shall have delivered the Financial Report to MOS;

(h) COMPMUS shall have assigned to MOS any and all insurance covering the Subject Assets to be transferred to MOS pursuant to this Agreement;

(i) COMPMUS shall be in material compliance with all governmental statutes, rules, regulations, ordinances and by-laws; and

(j) All certificates, instruments, and other documents required to be executed by COMPMUS in order to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to MOS.

MOS may waive any condition specified in this Section 7.3 if it executes a writing so stating at or prior to the Closing.

ARTICLE 8. TERMINATION, EXTENSION OR WAIVER OF AGREEMENT.

8.1 Termination by Lapse of Time. This Agreement shall terminate at 5:00 p.m., Boston time, on December 31, 1999, if the transactions contemplated hereby have not been consummated, unless such date is extended by the written consent of COMPMUS and MOS.

8.2 Termination by Agreement of the Parties. At any time prior to the Closing, this Agreement may be terminated by mutual consent of the parties. In the event that this Agreement is so terminated, each party will return all papers, documents, financial statements and other data furnished to it by or with respect to each other party to such other party (including any copies thereof made by the first party).

8.3 Termination by Reason of Breach. Upon at least thirty (30) days? prior written notice delivered by the terminating party to the other, this Agreement may be terminated (a) by COMPMUS, if any time prior to the Closing there shall have occurred a material breach of any of the representations, warranties or covenants of MOS or the failure by MOS to perform any material condition or obligation hereunder, and (b) by MOS, if at any time prior to the Closing there shall have occurred a material breach of any of the representations, warranties or covenants of COMPMUS or the failure of COMPMUS to perform any material condition or obligation hereunder.

8.4 Extension to Perfect Title or Make Subject Assets Conform. If COMPMUS shall be unable to give title or to make conveyance, or to deliver possession of the Subject Assets, all as herein stipulated, or if at the Closing the Subject Assets do not conform with the provisions hereof, COMPMUS shall use its reasonable best efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Subject Assets conform to the provisions hereof, as the case may be, in which event COMPMUS shall give notice thereof to MOS at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.

8.5 Right to Proceed. Anything in this Agreement to the contrary notwithstanding:

(a) if the conditions specified in Sections 7.1 or 7.3 have not been satisfied, MOS at its option shall have the right, but not the obligation, to (i) proceed with the transactions contemplated hereby, accepting the Subject Assets in such condition and with such title as COMPMUS is then able to deliver, or (ii) elect not to accept the transfer of Assets or consummate the transaction provided for under this Agreement, in each case without prejudice to its rights under this Agreement; and

(b) if the conditions specified in Sections 7.1 or 7.2 have not been satisfied, COMPMUS at its option shall have the right, but not the obligation, to (i) proceed with the transactions contemplated hereby, or (ii) elect not to make the transfer of Assets or consummate the transaction provided for under this Agreement, in each case without prejudice to its rights under this Agreement.

ARTICLE 9. MISCELLANEOUS

9.1 Brokers. Any fee payable to CB Richard Ellis and others retained by COMPMUS to provide any appraisal and analysis of the Subject Assets or other property or interests of COMPMUS shall be the exclusive obligation of COMPMUS. COMPMUS and MOS each represents and warrants to the other that, except for the possible engagement of CB Richard Ellis by COMPMUS as referred to in the preceding sentence, it has not retained any finder, broker, or other organization or person (an ?Intermediary?) for advice or assistance with respect to the proposed transfer of COMPMUS assets or property other than legal counsel; and each of the parties shall indemnify, defend and hold harmless the other from any claim for a fee or any other claim by any Intermediary arising on its account with respect to the transfer of Assets contemplated by this Agreement.

9.2 Confidentiality. It is acknowledged and confirmed that information that has been and will be supplied by each of the parties to the other in connection with the proposed transfer of Subject Assets and the transactions contemplated by this Agreement is of a sensitive and confidential nature; and, COMPMUS and MOS each agrees to (i) protect and preserve in the strictest confidence any and all information relating to such negotiations that may be communicated by either party to the other and (ii) not disclose, reproduce or disseminate to any third party (other than its own accountants, legal counsel and other professional advisers having a need to know the same) any information relating to such matters without the prior express written consent of the other party. From and after the date of the Agreement until the expiration of twelve (12) months following the Closing, neither of the parties shall make any public announcement concerning the transaction provided for in this Agreement or any other action or matter contemplated by this Agreement without the consent of the other party.

9.3 Dissolution of COMPMUS. MOS acknowledged that COMPMUS proposes to file a Petition for Voluntary Dissolution under Section 11A of M.G.L. Chapter 180 and/or to take such other action as may be necessary to effect the liquidation and dissolution of COMPMUS promptly after (a) the consummation of the transactions contemplated by this Agreement and the TCM Agreement, and (b) the transfer by COMPMUS to the History Center, or others of the Excluded Assets. MOS agrees that it shall not object to the filing of any such Petition or to the taking of any such other action by COMPMUS unless such filing or other action shall violate, or evidence the violation

of, any obligation of COMPMUS under this Agreement or under any other agreement referred to in this Agreement.

9.4 Limited Recourse. Notwithstanding any other provision in this Agreement or any other agreement referred to herein, no officer, Trustee, member or other representative or agent of COMPMUS or of MOS shall be personally liable under any provision of this Agreement or of any agreement referred to herein; provided, however, that this limitation of personal liability shall not apply to any fraudulent or intentional misconduct.

9.5 Expense. Except as otherwise agreed to by the parties in writing, each party will be responsible for its own costs and expenses, including attorneys' fees, incurred in connection with the proposed transfer of the Subject Assets or any other action or matter contemplated by this Agreement.

9.6 Notices. Any notice, request, demand, claim or other communication in writing (or in the form of a facsimile or telecopy) in connection with this Agreement shall be deemed to be delivered (a) on the date it is actually delivered (or delivery is refused) at said address, (b) on the date it is sent by facsimile or telecopy, with printed confirmation of transmission on such date, (c) three (3) business days after the same shall have been deposited in the United States mail, postage prepaid and registered or certified, return receipt requested, or (d) one (1) business day after the same shall have been sent for next day delivery by Federal Express or another recognized commercial courier, if to COMPMUS, to:

The Computer Museum, Inc.
300 Congress Street
Boston, Massachusetts 02210
Attn: Executive Director
Phone: (617) 426-2800
Fax: (617) 426-2943

with copies to:

Walter A. Wright, III, Esq.
Thomas H. Bilodeau III, Esq.
Rich, May, Bilodeau & Flaherty, P. C.
294 Washington Street
Boston, Massachusetts 02108
Phone: (617) 482-1360
Fax: (617) 556-3889
Email: Wwright@RichMayLaw.com

if to MOS, to:

The Museum of Science
Science Park
Boston, Massachusetts 02114-1099
Attn: Executive Director
Phone: (617) 589-0221
Fax: (617) 589-0219
Email: dellis@mos.org

with copies to:

John D. Hamilton, Jr., Esq.
Hugh R. Jones, Jr., Esq.
Hale and Dorr LLP
60 State Street
Boston, Massachusetts 02109
Phone: (617) 526-6000
Fax: (617) 526-5000
Email: john.hamilton@haledorr.com
hugh.jones@haledorr.com

Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth. All periods of notice shall be measured from the date of delivery thereof.

9.7 Entire Agreement. This Agreement (including all exhibits or schedules appended to this Agreement and all documents delivered pursuant to or referred to in this Agreement, all of which are hereby incorporated herein by reference) constitute the entire Agreement between the parties and supersede the MOU and all prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they have related in any way to the subject matter hereof.

9.8 Assignability. This Agreement shall be binding upon, and shall be enforceable by and inure to the benefit of, the parties named herein and their respective successors and assigns. No party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other party.

9.9 Governing Law; Severability. This Agreement shall be deemed a contract made under the laws of the Commonwealth of Massachusetts and, together with the rights and obligations of the parties hereunder, shall be construed under and governed by the laws of such Commonwealth. The invalidity or an unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

9.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

9.11 Captions. The headings, titles or captions of the sections of this Agreement and the Schedules and Exhibits hereto are inserted only to facilitate reference, and they shall not define, limit, extend or describe the scope or intent of this Agreement or any provision hereof or any Schedule or Exhibit, and they shall not constitute a part hereof or affect the meaning or interpretation of this Agreement or any part hereof.

9.12 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties and their respective successors and permitted assigns.

9.13 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by MOS and COMPMUS. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

9.14 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations

[The rest of this page has intentionally been left blank.]

promulgated thereunder, unless the context requires otherwise. The word ?including? shall mean including without limitation.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as a sealed instrument at Boston, Massachusetts as of the date first set forth above.

THE COMPUTER MUSEUM, INC.
(?COMPMUS?)

By:

Witness

duly authorized

Name:
Title:

THE MUSEUM OF SCIENCE

(?MOS?)

By:

Witness

duly authorized

Name:
Title:

- i -

7/7/99 HRJ

ASSET TRANSFER AGREEMENT
BY AND BETWEEN
THE COMPUTER MUSEUM, INC.
AND
THE MUSEUM OF SCIENCE

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of 7/8/99

ASSET PURCHASE AGREEMENT

by and between

THE COMPUTER MUSEUM, INC.

and

THE CHILDREN'S MUSEUM

Subj: Conference call
Date: 7/8/99 5:16:59 PM Eastern Daylight Time
From: lweber@webergroup.com
To: Rick@crv.com, Paul@Egerman.com, jtfigu@igu.com, sam.fuller@analog.com, ghendrie@aol.com, dhouse@baynetworks.com, MsCHughes@aol.com, barry.r.nearhos@us.pwc.global.com, belposto@aol.com, mres@media.mit.edu, len@shustek.com, lsproull@bu.edu, Dorothy_Terrell@nmss.com

I have a conference call scheduled with Ira Stepanian this evening and will send everyone an e-mail tomorrow with an update on the situation.

I would also like to have another conference call on Monday, July 12 at 4:00 p.m. EST to discuss the following agenda items:

- Discuss Asset Transfer Agreement
- Review Attorney General's response
- Vote on new West Coast Board
- Discuss final financial issues
- Open issues

Please let me know if you're available to participate.

Larry

----- Headers -----

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Return-Receipt-To: lweber@webergroup.com
From: lweber@webergroup.com
To: Rick@crv.com, Paul@Egerman.com, jtfigu@igu.com, sam.fuller@analog.com, ghendrie@aol.com, dhouse@baynetworks.com, MsCHughes@aol.com, barry.r.nearhos@us.pwc.global.com, belposto@aol.com, mres@media.mit.edu, len@shustek.com, lsproull@bu.edu, Dorothy_Terrell@nmss.com
Message-ID: <852567A8.0072E923.00@weber_4.webergroup.com>
Date: Thu, 8 Jul 1999 17:07:42 -0400
Subject: Conference call
Mime-Version: 1.0
Content-type: text/plain; charset=us-ascii

Subj: **A Swift and Proper Resolution**

Date: 7/9/99 5:15:57 PM Eastern Daylight Time

From: lweber@webergroup.com

To: Rick@crv.com, Paul@Egerman.com, jtfigu@igu.com, sam.fuller@analog.com, ghendrie@aol.com, dhouse@baynetworks.com, mschughes@aol.com, barry.r.nearhos@us.pwcglobal.com, belposto@aol.com, mres@media.mit.edu, len@shustek.com, lsprull@bu.edu, Dorothy_Terrell@nmss.com, lucia.quinn@alliedsignal.com
CC: tbilodeau@richmaylaw.com, wwright@richmaylaw.com

File: ASwifan.mim (390050 bytes)

DL Time (32000 bps): < 3 minutes

This message is a multi-part MIME message and will be saved with the default filename ASwifan.mim

To: Fellow Trustees of The Computer Museum, Inc.

From: Larry Weber

Subject: A Swift and Proper Resolution

Special Note: All attachments are the most current documents and all you will need for the meeting.

I hope that all of us will be able to attend a telephonic board meeting on Monday, July 12 at 4:00 pm (call-in number: 1-800-360-0565) for the purpose of continuing our agenda, the most important item on which remains the approval of the transfer of our assets to the Museum of Science including the proceeds from the Wharf transaction with The Children's Museum. Based upon documents I have recently received from The Children's Museum, and which I have forwarded to you, we will also want to consider approving that transaction including the proposed merger of Wharf Museum, Inc. into The Children's Museum (for which they technically need our vote at this time) that will take place at the simultaneous closing of that transaction and our transaction with MOS. For your convenience I have attached the latest drafts of the Asset Purchase Agreement with MOS, and the Asset Purchase Agreement with Children's along with some of the more salient supporting documents for that real estate transaction. Of course, final versions of all of the documents will be sent to you once they are generated.

As directed by the Board, I spoke at length with Ira Stepanian, Chairman of the Museum of Science yesterday. I presented the position of certain Board members that the amount of the endowments and contributions be increased to reflect the increase in the purchase price for the Wharf property. Ira was deeply concerned that this position would jeopardize the transaction, leaving The Computer Museum in an untenable situation.

He reported that the Museum of Science board has approved the transaction as represented in the MOU and the Asset Transfer Agreement. He was not given flexibility in the basic terms of the transaction. He pointed out that he and David Ellis had been unusually sensitive, thoughtful and sympathetic throughout the process. He reminded me how he and MOS had originally been reluctant to enter into this transaction, and how they had, over time, warmed to the idea because of the clear synergy between our respective missions and the good will we had generated between our respective staffs as we explored the idea of bringing the two museums

together. Because of this they became actively involved to the point of providing managerial assistance. Ira indicated that The Museum of Science had patiently dealt with all components of The Computer Museum (Exhibits, Computer Clubhouse and History Center) in extraordinary good faith and that this sudden change in position could jeopardize the good will that had been generated between the museums and open up the entire agreement to renegotiation.

Ira also pointed out that The Museum of Science did not have to get involved in the Wharf real estate issue and that its involvement intensified only when it was apparent that The Children's Museum was seeking to leverage the precarious financial condition of The Computer Museum into a price less than \$3 million with unfair payment terms and no security. The Museum of Science's strategic and active participation as a principal (not as an agent) is the sole reason that the price, payment and security terms were obtained.

To persist in pushing to alter the transaction will greatly jeopardize it. Those of us with greater experience negotiating and consummating transactions recognize that it can be disastrous to negotiate in a vacuum. Ira and I discussed the real possibility that the Museum of Science board could lose its commitment and our fragile deal could collapse (or at least be transformed into a fire sale) if we persist in reopening the negotiations.

I should also remind you that transfers to the History Center remain a very sensitive legal matter. Increasing the Museum of Science contribution to the History Center as proposed by a minority of Board members would be scrutinized by the Massachusetts Attorney General's office. The AG's office is aware of the legally premature transfer of certain artifacts out of state and has yet to provide its formal consent; although we anticipate it will do so. An increase in the amount of Massachusetts-generated funds to be transferred out of state, however, could lead to further scrutiny by the AG. Rest assured, in the mind of the Public Charities division of the AG's office, their mission is to protect charitable assets in, and secure those assets for, Massachusetts, not to aid in their immigration to Silicon Valley.

Ira also reminded me how committed David Ellis and MOS are to working with the History Center to enhance both our missions and to secure and capitalize upon the intellectual heritage of the collection, which is of vital importance if we and MOS are to maintain the credibility of the exhibits.

It is time for us to put this matter behind us. It may help to do so if we are able to place things in perspective. Remember, the Museum of Science is a wonderful organization dedicated to much the same overall mission and purpose as ourselves. Through the proposed agreement, we have secured their promise to strive to meet the goals of our particular mission within their broader mission. This is a win-win situation and probably the best we could hope for. The only people who can lose will be the public and our loyal supporters if we allow this deal to collapse. We should recognize that we have done our best for the museum and its mission, its donors and supporters, and the public. We should approve the transaction and be done with it.

I, for one, will be pleased and proud that we will be able to preserve, rejuvenate and advance the missions of The Computer Museum. Although I understand unanimity on Monday on this issue may not be likely; I sincerely hope and expect that a majority of us will reach a rapid and correct consensus.

(See attached file: Asset Transfer Agreement with MOS 7-7-99.doc)

(See attached file: Asset Purchase Agreement with Childrens.doc)

(See attached file: Agreement and Plan of Merger.doc)

(See attached file: TCM Draft Votes of the BOT.doc)

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X-Lotus-FromDomain: WEBER

Return-Receipt-To: lweber@webergroup.com

From: lweber@webergroup.com

To: Rick@crv.com, Paul@Egerman.com, jtfigu@igu.com, sam.fuller@analog.com, ghendrie@aol.com, dhouse@baynetworks.com, mschughes@aol.com, barry.r.nearhos@us.pwcglobal.com, belposto@aol.com, mres@media.mit.edu, len@shustek.com, lspruil@bu.edu, Dorothy_Terrell@nmss.com, lucia.quinn@alliedsignal.com

cc: tbilodeau@richmaylaw.com, wwright@richmaylaw.com

Message-ID: <852567A9.006B3064.00@weber_4.webergroup.com>

Date: Fri, 9 Jul 1999 17:05:14 -0400

Subject: A Swift and Proper Resolution

Mime-Version: 1.0

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617

556 3113

Tom B. Haden

By: _____

Draft 7/8/99

THE COMPUTER MUSEUM, INC.

DRAFT VOTES OF THE BOARD OF TRUSTEES

- VOTED: That this Corporation, as one of the current members of Wharf Museum, Inc., and with the intention of resigning as said member upon consummation of the transaction with The Children's Museum pursuant to an Asset Purchase Agreement dated as of July ____, 1999, approve the merger of Wharf Museum, Inc. with and into The Children's Museum pursuant to the attached Agreement and Plan of Merger; provided, however that such merger shall be effective simultaneously with the consummation of the transaction with The Children's Museum.
- VOTED: That simultaneously with the consummation of the transaction with The Children's Museum, this Corporation resign as a member of Wharf Museum, Inc.
- VOTED: That the officers of the Corporation are authorized to do or cause to be done any and all such acts and deeds and to execute and deliver such documents, papers and instruments as they or any of them may deem necessary or appropriate in order to carry into effect the full intention of the preceding votes.

AGREEMENT AND PLAN OF MERGER

OF

WHARF MUSEUM, INC.

(a Massachusetts not-for-profit corporation)

AND

THE CHILDREN'S MUSEUM

(a Massachusetts not-for-profit corporation)

AGREEMENT AND PLAN OF MERGER dated as of _____, 1999 (the "Plan of Merger") between Wharf Museum, Inc., a Massachusetts not-for-profit corporation ("Wharf Museum"), and The Children's Museum, a Massachusetts not-for-profit corporation ("The Children's Museum").

WHEREAS, Wharf Museum is a corporation organized under Chapter 180 of the Massachusetts General Laws;

WHEREAS, The Children's Museum is a corporation organized under Chapter 180 of the Massachusetts General Laws;

WHEREAS, the purpose of Wharf Museum is to provide combined permanent physical facilities for its two members, The Children's Museum and The Computer Museum, Inc.;

WHEREAS, The Computer Museum, Inc. has tendered its resignation as a member of Wharf Museum;

WHEREAS, The Children's Museum, as the sole remaining member of Wharf Museum, deems it advisable and to the advantage, welfare and best interests of both The Children's Museum and Wharf Museum that Wharf Museum merge with and into The Children's Museum;

WHEREAS, Section 10 of Chapter 180 of the Massachusetts General Laws permits a merger of any two or more corporations organized under said Chapter 180; and

WHEREAS, Wharf Museum and The Children's Museum and their respective Boards of Trustees and members thereof deem it advisable and to the advantage, welfare and best interests of said corporations and their respective members to merger Wharf Museum with and into The Children's Museum pursuant to the provisions of Section 10 of Chapter 180 of the Massachusetts General Laws, upon the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, being thereunto duly entered into by Wharf Museum and approved by a resolution adopted by its Board of Trustees and its members and being thereunto duly entered into by The Children's Museum and approved by a resolution adopted by its Board of Trustees and the members, the parties agree as follows:

1. Merger and Surviving Corporation. On the Effective Date (as defined below) Wharf Museum shall, pursuant to the provisions of Section 10 of Chapter 180 of the Massachusetts General Laws, be merged with and into The Children's Museum, which shall be the surviving corporation and in such capacity is sometimes hereinafter referred to as the "surviving corporation", and which shall continue to exist as said surviving corporation under its present name pursuant to the provisions of Chapter 180 of the Massachusetts General Laws. The separate existence of Wharf Museum, which is sometimes hereinafter referred to as the "terminating corporation", shall cease on the Effective Date in accordance with the provisions of Chapter 180 of the Massachusetts General Laws.

2. Purposes of Surviving Corporation. The purposes of the surviving corporation shall remain as follows:

To enhance the education of children, particularly of the Greater Boston metropolitan area, and to promote their love of nature and their interest in the sciences, arts and humanities, and for that purpose to maintain one or more museums, libraries and other facilities, to assist others involved in the education of children, and to do all things necessary or advisable to carry out any or all of the foregoing purposes and objects. The Corporation shall not be operated for profit. No part of its net earnings shall inure to the benefit of any private individual.

3. Articles of Organization. Annexed hereto and made a part hereof is a copy of the Articles of Organization of the surviving corporation as the same shall be in force and effect at the Effective Date; and said Articles of Organization shall continue to be the Articles of Organization of said surviving corporation until amended and changed pursuant to the provisions of the Massachusetts General Laws.

4. By-laws. The present by-laws of the surviving corporation will be the by-laws of said surviving corporation and will continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the Massachusetts General Laws.

5. Trustees and Officers. The trustees and officers in office of the surviving corporation at the Effective Date shall be the members of the Board of Trustees and the officers of the surviving corporation, all of whom shall hold their trusteeships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the by-laws of the surviving corporation.

6. Merger Documents. Wharf Museum and The Children's Museum agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the Commonwealth of Massachusetts, and that they will cause to be performed all necessary acts within the Commonwealth of Massachusetts to effectuate the merger herein provided for.

7. Other Acts. The Board of Trustees and the proper officers of the terminating corporation and of the surviving corporation are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

8. Effective Date. The effective time at which the merger herein agreed upon shall become effective in the Commonwealth of Massachusetts shall be the date of filing of the Articles of Merger with the Secretary of the Commonwealth of Massachusetts (the "Effective Date").

9. Abandonment. This Plan of Merger and the merger contemplated herein may be terminated or abandoned at any time prior to the Effective Date by action of the Board of Trustees of The Children's Museum and the Board of Trustees of Wharf Museum, notwithstanding the approval of the members of The Children's Museum and Wharf Museum. In the event of the termination or abandonment of this Agreement, this Agreement shall become void and have no effect, without any liability on the part of either party.

IN WITNESS WHEREOF, this Agreement is hereby executed under seal as of the date first written above on behalf of each of the parties hereto.

WHARF MUSEUM, INC.

By: _____

THE CHILDREN'S MUSEUM

As of July __, 1999

- 11 -

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of July __, 1999, by and between The Computer Museum, Inc., a Massachusetts not-for-profit corporation (the "Seller"), and The Children's Museum, a Massachusetts not-for-profit corporation (the "Buyer").

WITNESSETH

WHEREAS, the Seller is a member of Wharf Museum, Inc., a Massachusetts not-for-profit corporation (the "Real Estate Corporation"), which currently owns the land located at 300 Congress Street, Boston, Massachusetts and the building and other improvements thereon (collectively, the "Museum Wharf Property") and the Seller occupies a portion of the Museum Wharf Property pursuant to a Sublease and Agreement dated as of November 8, 1983 by and between Digital Equipment Corporation, a [Delaware] corporation, as such

tenant (together with its successor, "Digital"), and the Buyer, as such landlord (as in effect on the date hereof, the "Sublease"), which has been assigned to the Seller pursuant to an Assignment of Sublease dated as of November 23, 1993 by and between Digital and the Seller (the "Assignment");

WHEREAS, the Seller wishes to sell to the Buyer, and the Buyer wishes to purchase, all of the Seller's right, title and interest in the Museum Wharf Property and in the Real Estate Corporation upon the terms and conditions of this Agreement;

WHEREAS, the Seller is, on or about the date hereof, entering into an agreement with Museum of Science, a Massachusetts not-for-profit corporation ("MOS"), pursuant to which the Seller will convey to MOS the balance of its assets (the "MOS Agreement"). Upon the conclusion of the transaction with the Buyer, the Seller will pay over to MOS the Cash Payment (as hereinafter defined) and will assign to MOS the Note and the Mortgage (as hereinafter defined). The Seller intends to dissolve shortly thereafter. MOS is executing this Asset Purchase Agreement for the limited purpose of (i) evidencing its agreement to execute and deliver the Use and Occupancy Agreement as set forth in Section 1.7 and to execute such documents and instrument and to take such further actions as contemplated in Section 1.8; (ii) making the representations and warranties set forth in Section 4; and (iii) generally agreeing, as the assignee of the Seller, to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants set forth below, the parties hereby agree as follows:

SECTION 1 - SALE AND PURCHASE OF ASSETS

1.1 Sale of Assets. Subject to the provisions of this Agreement, at the Closing (as defined in Section 1.3), the Seller agrees to sell, and the Buyer agrees to purchase, all of the Seller's right, title and interest in the Museum Wharf Property, including, without limitation, the Seller's right title and interest as a tenant under the Sublease and the Assignment, and in the Real Estate Corporation, as its member or otherwise (the "Purchased Assets"), free and clear of any pledge, lien, security interest, option, mortgage claim, charge or other encumbrance.

1.2 No Assumption of Liabilities. The Buyer shall not assume or become responsible for, and the Seller shall remain liable for, any and all liabilities, obligations or commitments (whether known or unknown, whether absolute or contingent, whether liquidated or unliquidated, whether accrued or unaccrued, whether due or to become due, and whether claims with respect thereto are asserted before or after the Closing) of the Seller.

1.3 Closing. The closing of the transactions contemplated hereby (the "Closing") shall take place at the offices of Palmer & Dodge LLP at 10:00 a.m., local time, on July 28, 1999 or at such other place or such other time or date as the Buyer and the Seller shall agree in writing (the date of such Closing shall hereinafter be referred to as the "Closing Date"). The Buyer and the Seller agree that the Closing shall occur simultaneously with the closing of the transaction between the Seller and MOS under the MOS Agreement (the "MOS Closing") and further agree that the Seller, by giving written notice to the Buyer, may extend the Closing Date until not later than August 31, 1999 in order that the Closing Date will coincide

with the MOS Closing.

1.4 Purchase Price and Payment. In consideration of the sale of the Purchased Assets to the Buyer, at the Closing, the Buyer shall:

(a) deliver to the Seller the amount of \$2,000,000 by certified or bank check or by wire transfer of immediately available funds (the "Cash Payment"), subject to adjustment as set forth in Section 1.5;

(b) deliver to the Seller as executed promissory note in the aggregate principal amount of \$3,000,000 and otherwise on the terms set forth in Exhibit A hereto (the "Note"); and

(c) deliver to the Seller an executed mortgage on the fee simple interest in the Museum Wharf Property in the form attached hereto as Exhibit B (the "Mortgage") to secure the Note.

1.5 Purchase Price Adjustment at the Closing. All financial obligations of the Seller to the Buyer or to the Real Estate Corporation shall be paid in full on or prior to the Closing Date or will be deducted from the Cash Payment at the Closing.

1.6 Transfer of Purchased Assets. At the Closing, the Seller shall deliver or cause to be delivered to the Buyer (a) an executed Bill of Sale in the form attached hereto as Exhibit C (the "Bill of Sale"), (b) an executed Deed in the form attached hereto as Exhibit D (the "Deed") and (c) other good and sufficient instruments of transfer transferring to the Buyer title to all the Purchased Assets. The Bill of Sale, the Deed and such other instruments of transfer (i) shall be in form and substance reasonably satisfactory to the Buyer and its counsel, and (ii) shall effectively vest in the Buyer good title to all the Purchased Assets free and clear of all liens, restrictions and encumbrances.

1.7 Related Agreements. At or before the Closing, (a), the Buyer and MOS shall each enter into a Use and Occupancy Agreement in the form attached hereto as Exhibit E (the "Use and Occupancy Agreement"); (b) the Seller shall deliver to the Buyer an executed Resignation Letter in the form attached hereto as Exhibit F (the "Resignation Letter") and (c) the Seller shall deliver to the Buyer an executed Notice of Termination of Sublease and Notice of Termination of Assignment in the form attached hereto as Exhibit G (the "Termination of Sublease and Assignment" and together with Bill of Sale, the Deed, the Use and Occupancy Agreement, the Resignation Letter and other documents and agreements contemplated herein or delivered herewith, the "Related Agreements").

1.8 Further Assurances. Each of the parties and MOS shall execute such documents, further instruments of transfer and assignment and other papers and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby.

SECTION 2 - REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Buyer as follows:

2.1 Organization and Qualification. The Seller is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of Massachusetts and has full corporate power and authority to own, lease and operate its assets, properties and business and to carry on its business as now being and as heretofore conducted.

2.2 Authority to Execute and Perform this Agreement. The Seller has the corporate power and authority required to enter into, execute and deliver this Agreement and the Related Agreements to which it is a party and to perform fully its obligations hereunder and thereunder, and each of this Agreement and the Related Agreements to which it is a party has been duly authorized, executed and delivered and is the legal, valid and binding obligation of the Seller enforceable in accordance with its terms. The

Seller has obtained the requisite approval of its members to execute the transactions contemplated hereby and thereby.

2.3 Consents; No Breach. All consents, permits, authorizations and approvals from, and filings with, any person pursuant to applicable law or contracts or other agreements with the Seller, that are required in connection with the performance of the Seller's obligations under this Agreement or under the Related Agreements to which it is a party, or the sale of the Purchased Assets are set forth on Schedule 2.3 hereto. Except for such consents or waivers as shall have been obtained on or prior to the Closing, the execution, delivery and performance of this Agreement and the Related Agreements to which it is a party and the consummation of the transactions contemplated hereby and thereby by the Seller will not (a) violate any provision of the Articles of Organization or By-laws of the Seller or any resolution adopted by the board of directors or members of the Seller; (b) violate any order, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory body against, or binding upon, the Seller or upon the properties, assets or business of the Seller; (c) violate, result in a breach of, constitute (or with notice or lapse of time or both constitute) a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice, consent or waiver under, any contract, lease, sublease, license, sublicense, franchise, permit, indenture, agreement or other arrangement to which the Seller is a party or by which the Seller is bound or to which any of its assets are subject, (d) result in the imposition of any pledge, lien, security interest option, mortgage claim, charge or other encumbrance (the "Security Interests") upon any of the Purchased Assets; or (e) violate any statute, law or regulation of any jurisdiction as such statute, law or regulation relates to the Seller or to the properties, assets or business of the Seller; or (f) require the approval or consent of, or a filing with, any foreign, federal, state, local or other governmental or regulatory body.

2.4 Ownership and Condition of Assets.

(a) The Seller is the true and lawful owner of, and has good title to, all of the Purchased Assets, free and clear of all Security Interests or claims.

(b) Upon execution and delivery by the Seller to the Buyer of the Bill of Sale, the Deed and other instruments of conveyance referred to in Section 1.6, the Buyer will become the true and lawful owner of, and will receive good title to, the Purchased Assets, free and clear of all Security Interests or claims.

2.5 Litigation. There are no outstanding orders, judgments, injunctions, awards or decrees of any court, governmental or regulatory body or arbitration tribunal against or involving the transactions contemplated herein or the Purchased Assets. There are no actions, suits or claims or legal, administrative or arbitral proceedings or, to the best knowledge of the Seller, investigations (whether or not the defense thereof or liabilities in respect thereof are covered by insurance) pending or, to the best knowledge of the Seller, threatened against or involving the transactions contemplated herein or the Purchased Assets.

2.6 Contracts.

(a) Schedule 2.6 lists all agreements and contracts (collectively, the "Wharf Property Contracts") to which the Seller is a party relating to or in connection with the Museum Wharf Property or the Purchased Assets. There are no Wharf Property Contracts that cannot by their terms be canceled by the Seller or any successor or assignee of the Seller without liability, premium or penalty on no less than thirty days notice.

(b) The Seller has delivered to the Buyer a correct and complete copy of

each written Wharf Property Contract (as amended to date) listed in Schedule 2.6.

2.7 Museum of Science. The MOS Agreement and other agreements or documents contemplated therein or delivered therewith (collectively, the Museum of Science Agreements?) are valid, subsisting, in full force and effect, binding upon the Seller and MOS, and neither the Seller nor MOS is in default under any of them.

2.8 Brokers and Finders. Neither the Seller nor any of its officers, trustees, or employees has employed any broker, agent or finder or incurred any liability for any brokerage fees, commissions or finders' fees for the sale of the Purchased Assets or any other transactions contemplated by this

Agreement or the Related Agreements.

SECTION 3 - REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller as follows:

3.1 Organization. The Buyer is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of Massachusetts, and has full corporate power and authority to own, lease and operate its assets, properties and business and to carry on its business as now being and as heretofore conducted.

3.2 Authority to Execute and Perform Agreements. The Buyer has the corporate power and authority required to enter into, execute and deliver this Agreement, the Note, the Mortgage and the Related Agreements to which it is a party and to perform fully its obligations hereunder and thereunder, and each of this Agreement, the Note, the Mortgage and the Related Agreements has been or will be duly authorized, executed and delivered and is the legal, valid and binding obligation of the Buyer enforceable in accordance with its terms.

3.3 Consents; No Breach. Except for such consents and filings as shall be necessary for the merger of the Real Estate Corporation with and into the Buyer and except for such consents or waivers as shall have been obtained on or prior to the Closing, the execution, delivery and performance of this Agreement, the Note, the Mortgage and the Related Agreements to which it is a party and the consummation of the transactions contemplated hereby and thereby by the Buyer will not (a) violate any provision of the Articles of Organization or By-laws of the Buyer or any resolution adopted by the board of directors or members of the Buyer; (b) violate any order, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory body against, or binding upon, the Buyer or upon the properties, assets or business of the Buyer; (c) violate, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice, consent or waiver under, any contract, lease, sublease, license, sublicense, franchise, permit, indenture, agreement or other arrangement to which the Buyer is a party or by which the Buyer is bound or to which any of its assets are subject, (d) result in the imposition of any Security Interests upon any of its assets except as contemplated herein; or (e) violate any statute, law or regulation of any jurisdiction as such statute, law or regulation relates to the Buyer or to the properties, assets or business of the Buyer; or (f) require the approval or consent of or any filings with any foreign, federal, state, local or other governmental or regulatory body.

3.4 Litigation. There are no outstanding orders, judgments, injunctions, awards or decrees of any court, governmental or regulatory body or arbitration tribunal against or involving the transactions contemplated

herein. There are no actions, suits or claims or legal, administrative or arbitral proceedings or, to the best knowledge of the Buyer, investigations (whether or not the defense thereof or liabilities in respect thereof are covered by insurance) pending or, to the best knowledge of the Buyer, threatened against or involving the transactions contemplated herein.

3.5 Brokers and Finders. Neither the Buyer nor any of its officers, trustees or employees has employed any broker, agent or finder or incurred any liability for any brokerage fees, commissions or finders' fees for the purchase of the Purchased Assets or any other transactions contemplated by this Agreement, the Note, the Mortgage or the Related Agreements to which it is a party.

SECTION 4 - REPRESENTATIONS AND WARRANTIES OF MOS

4.1 Organization and Qualification. MOS is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of Massachusetts and has full corporate power and authority to own, lease and operate its assets, properties and business and to carry on its business as now being and as heretofore conducted.

4.2 Authority to Execute and Perform this Agreement. MOS has the corporate power and authority required to enter into, execute and deliver this Agreement and the Related Agreements to which it is a party and to perform fully its obligations hereunder and thereunder, and each of this Agreement and the Related Agreements to which it is a party has been duly authorized, executed and delivered and is the legal, valid and binding obligation of MOS enforceable in accordance with its terms.

SECTION 5 - SALE OF MUSEUM WHARF PROPERTY

The Buyer covenants that if the Buyer shall sell the Museum Wharf Property prior to the eighth anniversary of the Closing Date and the consideration actually received by the Buyer (net of the costs of such sale, which shall include brokerage fees) exceeds \$10,000,000.00, the Buyer shall pay to the Seller, promptly upon receipt by the Buyer, the amount equal to the percentage set forth below of those proceeds of such sale, if any, which are in excess of \$10,000,000.00.

If such sale is consummated during:
Proceeds actually received by the Buyer (net of the costs of such sale, which shall include brokerage fees) in excess of \$10,000,000:
On or after August 1, 1999 and on or prior to July 31, 2002
50%

On or after August 1, 2002 and on or prior to July 31, 2005
40%
On or after August 1, 2005 and on or prior to July 31, 2007
20%
SECTION 6 - CONDITIONS PRECEDENT TO

THE OBLIGATION OF THE BUYER TO CLOSE

The obligation of the Buyer to enter into and complete the Closing is subject, at the option of the Buyer acting in accordance with the provisions of this Agreement with respect to termination hereof, to the fulfillment of the following conditions, any one or more of which may be waived by the Buyer:

6.1 Representations, Warranties and Covenants. The representations and warranties of the Seller and MOS contained in this Agreement shall be true on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date. The Seller and MOS shall have performed and complied in all material respects with all covenants and agreements required to be performed or complied with by it under this Agreement on or prior to the Closing.

6.2 Resignations. The Seller's officers, directors, employees and agents shall have resigned as trustees, directors, officers, employees and agents of the Real Estate Corporation.

6.3 Digital Documents. The Buyer shall have received from Digital a duly

executed Termination of Sublease and Assignment and a duly executed Discharge of Subleasehold Mortgage in substantially the form attached hereto as Exhibit H (the "Discharge of Subleasehold Mortgage").

6.4 Merger Consent. The Seller, as a member of the Real Estate Corporation shall have consented to the merger of the Real Estate Corporation with and into the Buyer.

6.5 Third Party Consents. The Buyer shall have received evidence of the receipt of all material authorizations, consents and permits of others required to permit the consummation by the Seller of the transactions contemplated by this Agreement, including, without limitation, all consents set forth in Schedule 2.3, such evidence to be in substance and form satisfactory to the Buyer's counsel.

6.6 Litigation. No action, suit or proceeding shall have been instituted before any court or governmental or regulatory body, or instituted or threatened by any governmental or regulatory body, to restrain, modify or prevent the carrying out of the transactions contemplated hereby.

6.7 Delivery of Instruments of Transfer. The Seller shall have delivered to the Buyer instruments of transfer and the Related Agreements in conformity with Section 1.6 and Section 1.7.

6.8 Asset Acquisition by the Museum of Science. The transactions contemplated in the Museum of Science Agreements shall have been consummated or shall be consummated contemporaneously with the Closing and MOS shall have delivered to the Buyer a duly executed copy of the Use and Occupancy Agreement in the form attached hereto as Exhibit E.

6.9 Wharf Property Contracts . Each of the Wharf Property Contracts shall have been terminated.

6.10 Officer's Certificate . The Seller shall have furnished to the Buyer (a) a certificate signed by the President or any Vice President of the Seller dated the Closing Date to the effect that the conditions specified in Section 6.11 have been satisfied and (b) such other certificates and other documents that the Buyer may reasonably require.

SECTION 7 - CONDITIONS PRECEDENT TO THE

OBLIGATION OF THE SELLER TO CLOSE

The obligation of the Seller to enter into and complete the Closing is subject, at the option of the Seller acting in accordance with the provisions of this Agreement with respect to termination hereof, to the fulfillment of the following conditions, any one or more of which may be waived by the Seller:

7.1 Representations, Warranties and Covenants. The representations and warranties of the Buyer contained in this Agreement shall be true on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date. The Buyer shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

7.2 Litigation. No action, suit or proceeding shall have been instituted before any court or governmental or regulatory body, or instituted or threatened by any governmental or regulatory body, to restrain, modify or prevent the carrying out of the transactions contemplated hereby.

7.3 Purchase Price. The Seller shall have been tendered the Cash Payment, the Note and the Mortgage and shall have received evidence reasonably

satisfactory to it that the Mortgage constitutes a valid first lien on the Museum Wharf Property. The Seller agrees that an ALTA Lenders' title insurance policy insuring that the Mortgage constitutes a valid first lien on the Museum Wharf Property shall constitute such evidence.

7.4 Officer's Certificate. The Buyer shall have furnished to the Seller (a) a certificate signed by the President or any Vice President of the Buyer dated the Closing Date to the effect that the conditions specified in Section 7.1 have been satisfied and (b) such other certificates and other documents that the Seller may reasonably require.

SECTION 8 - TERMINATION OF AGREEMENT

8.1 Termination. Subject to the Seller's right to extend the Closing Date as set forth in Section 1.3, this Agreement may be terminated on or prior to the Closing as follows:

(a) at the election of the Seller upon written notice to the Buyer if, on or after July 28, 1999, any one or more of the conditions to its obligation to close has not been fulfilled;

(b) at the election of the Buyer upon written notice to the Seller if, on or after July 28, 1999, any one or more of the conditions to its obligation to close has not been fulfilled; or

(c) by mutual written agreement of the Seller and the Buyer.

8.2 Effect of Termination. If this Agreement is terminated and the transactions contemplated hereby are not consummated as provided above, each and every representation and warranty contained in this Agreement or any Schedule hereto, or any certificate, document or other instrument delivered by the parties in connection herewith, shall expire and none of the parties hereto shall be under any liability whatsoever with respect to any such representation or warranty; provided, however, that notwithstanding the foregoing, each party shall be and remain liable to the other in the event that the failure so to close hereunder shall occur as a consequence of the failure of a party to fully perform its covenants and agreements hereunder or the material breach by a party of its representations or warranties contained herein.

SECTION 9 - MISCELLANEOUS

9.1 Publicity. No publicity release or announcement concerning this Agreement or the transactions contemplated hereby shall be made without advance approval thereof by both the Seller and the Buyer.

9.2 Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, sent by certified or registered mail, return receipt requested and postage prepaid, or delivered to a recognized private express delivery service. Any such notice shall be deemed given when so delivered personally or delivered to such private express delivery service, or, if mailed, on the date of deposit in the United States mails, as follows:

(a) if to the Seller and MOS, to:

The Computer Museum, Inc.

c/o Weber Public Relations Worldwide

101 Main Street

Cambridge, MA 02142

Attention: Lawrence Weber

with a copy to:

Museum of Science

One Science Park

Boston, MA

Attention: Ira Stepanian

David Ellis

and

Rich, May, Bilodeau & Flaherty, PC
294 Washington Street
Boston, MA 02108
Attention: Thomas H. Bilodeau III

and

Hale and Dorr LLP

60 State Street

Boston, MA 02109

Attention: John D. Hamilton, Esq.

(b) if to the Buyer, to:

The Children's Museum

300 Congress Street

Boston, MA 02210

Attention: Susan W. Leff

Neil Gordon

with a copy to:

Palmer & Dodge LLP
One Beacon Street
Boston, MA 02108
Attention: Kathryn Cochrane Murphy, Esq.

Any party may by notice given in accordance with this Section to the other party designate another address or person for receipt of notices hereunder.

9.3 Reliance. Notwithstanding any right of any party to fully investigate the affairs of the other party and notwithstanding any knowledge of facts determined or determinable by such party pursuant to such investigation or right of investigation, each party has the right to rely fully upon the representations, warranties, covenants and agreements of each other party in this Agreement or in any Schedule or certificate delivered by any party pursuant hereto.

9.4 Entire Agreement. This Agreement (including the Schedules), the Note, the Mortgage, the Related Agreements and all other documents executed in connection with the consummation of the transactions contemplated herein and therein contain the entire agreement among the parties with respect to the purchase of the Purchased Assets and related transactions, and supersede all prior agreements, written or oral, with respect thereto. Neither party has relied on any statement or representation not embodied in this Agreement, the Note, the Mortgage and the Related Agreements. Each of this Agreement, the Note, the Mortgage and the Related Agreements has been drafted through a joint effort of the parties and their counsel and therefore shall not be construed against either of the parties as the draftsman.

9.5 Waivers and Amendments; Non-Contractual Remedies; Preservation of Remedies. This Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

9.6 Set-Off. Any sums credited by or due from the Seller to the Buyer may, at any time and from time to time, without notice to the Seller or compliance with any other condition precedent now or hereafter imposed by statute, rule or law, or otherwise (all of which are hereby expressly waived), be set off, appropriated, and applied by the Buyer against any and all obligations of the Buyer to the Seller.

9.7 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts (without giving effect to any conflicts of laws provisions contained therein).

9.8 Binding Effect. This Agreement shall be binding upon and inure to the

benefit of the parties and their respective successors and permitted assigns. Neither this Agreement, the Note, the Mortgage nor any Related Agreement is assignable except by operation of law or by the Seller to MOS, as contemplated herein.

9.9 Variations in Pronouns. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require.

9.10 Expenses. The Buyer, on the one hand, and the Seller, on the other, shall bear their respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including, without limitation, all fees and expenses of agents, representatives, counsel and accountants.

9.11 Specific Performance. Each party acknowledges and agrees that the other party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each party agrees that the other party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the parties and the matter, in addition to any other remedy to which it may be entitled, at law or in equity.

9.12 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

9.13 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

9.14 Exhibits and Schedules. The Exhibits and Schedules are a part of this Agreement as if fully set forth herein. All references herein to Sections, subsections, clauses, Exhibits and Schedules shall be deemed references to such parts of this Agreement, unless the context shall otherwise require.

9.15 Headings. The headings in this Agreement are for reference only, and shall not affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first above written.

BUYER

Attest:

THE CHILDREN'S MUSEUM

By:
Title:

SELLER

Attest: THE COMPUTER MUSEUM, INC.

By:
Title:

Attest: MUSEUM OF SCIENCE

By: Title:

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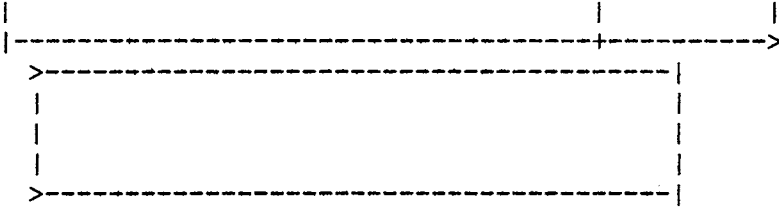
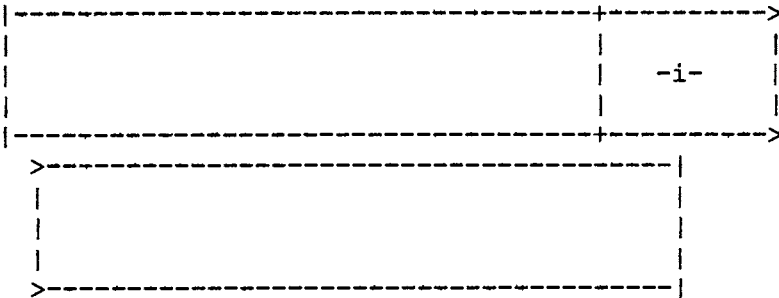


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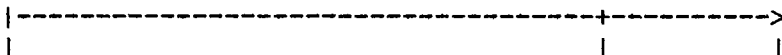
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