

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
)
The SCO GROUP, INC., et al.,¹) Case No. 07-11337 (KG)
) (Jointly Administered)
)
Debtors.) **Related Docket No. 278**

**NOTICE OF FILING (I) FIFTH AMENDMENT TO SUBLEASE AGREEMENT
BETWEEN THE SCO GROUP, INC. AND CANOPY PROPERTIES, INC.
AND (II) SUMMARY OF AMENDMENTS TO UTAH LEASE**

The SCO Group, Inc. and SCO Operations, Inc. (the “Debtors”), through its undersigned counsel, pursuant to, and in support of, the *Motion of the Debtors to Approve the Assumption of Nonresidential Real Property Leases with GRE Mountain Heights Property LLC and Canopy Properties, Inc.* (the “Motion”) attach as **Exhibit A**, a copy of the *Fifth Amendment to Sublease Agreement* by and between The SCO Group, Inc. and Canopy Properties, Inc. and summarize the amendments to the Utah Lease as follows:²

- Utah Lease is extended for period of one year commencing January 1, 2008 (the “Effective Date”).
- Upon the Effective Date, the Debtor surrenders to Utah Landlord approximately 9,738 Rentable Square Feet, bringing total rented premise to approximately 11,480 Rentable Square Feet.
- Upon the Effective Date, the annual Base Rent shall be \$252,560.00 down from \$524,883.00.
- Upon the Effective Date the Debtor’s percentage share of the operating cost shall be reduced from 53.05% down to 30.6%.

¹ The Debtors and the last four digits of each of the Debtors’ federal tax identification numbers are as follows: (a) The SCO Group, Inc., a Delaware corporation, Fed. Tax Id. #2823; and (b) SCO Operations, Inc., a Delaware corporation, Fed. Tax ID. #7393.

² Capitalized terms not otherwise defined have the meaning ascribed in the Motion.

- If Debtor fails to make any payment required under the Utah Lease in excess of \$1,000 within ten (10) business days of receiving written notice from Landlord, the failure to make such payment will constitute an Event of Default and give Landlord the right to terminate the Utah Lease upon thirty (30) days' written notice.

WHEREFORE, the Debtors respectfully request entry of an order granting the Motion, as well as granting any other and further relief the Court deems just and proper.

Dated: January 13, 2008

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