

Exhibit A

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE
 The SCO Group, Inc. Claims Processing
 c/o Epiq Bankruptcy Solutions, LLC
 FDR Station, PO Box 5012
 New York, NY 10150-5012

PROOF OF CLAIM

In Re: The SCO Group, Inc., et al., Debtors.
 Chapter 11 Case No. 07-11337 (KG) (Jointly Administered)
 Name of Debtor Against Which Claim is Held: The SCO Group, Inc.
 Case No. of Debtor: 07-11337(KG)

Filed: USBC - District of Delaware
 The SCO Group, Inc., Et Al.
 07-11337 (KG) 0000000169



NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Citi Financial, Inc. R. Craig Martin, Esquire
 Kim Andres, Esquire Edwards Angel Palmer &
 Citi GCG Litigation Service Center Dodge LLP
 3950 Regent Blvd. 919 N. Market, Ste. 1500
 Mail Stop S1B-135 Wilmington, DE 19801
 Irving, TX 75063 (302) 777-7770
 Telephone number: (469) 220-4031 Email Address:

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
 (If known)

Filed on: _____

Name and address where payment should be sent (if different from above)

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box if you are the debtor or trustee in this case.

Telephone number: _____ Email Address: _____

1. Amount of Claim as of Date Case Filed: \$ See Attached Description of Claim
 If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4.
 If all or part of your claim is entitled to priority, complete Item 5.
 Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.
 Specify the priority of the claim:

- Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
- Wages, salaries or commissions (up to \$10,950*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).
- Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).
- Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).
- Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
- Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(_____).

Amount entitled to priority:

\$ _____

* Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

2. Basis for Claim: Software License Agreement
 (See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: _____
 3a. Debtor may have schedules account as: _____
 (See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)
 Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.
 Nature of property or right of setoff: Real Estate Motor Vehicle Other
 Describe: _____
 Value of Property: \$ _____ Annual Interest Rate _____ %
 Amount of arrearage and other charges as of time case filed included in secured claim, if any:
 \$ _____ Basis for perfection: _____
 Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

FOR COURT USE ONLY

FILED / RECEIVED

APR 21 2008

EPIQ BANKRUPTCY SOLUTIONS, LLC

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.
 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.)
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.
 If the documents are not available, please explain:
 Date: April 18, 2008
 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.
 R. Craig Martin, Esq., as Special Power of Attorney

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

Special Power of Attorney

The undersigned claimant, Citi Financial, Inc., by and through, Kim Andres, Esquire, the Associate General Counsel of Citi GCG Litigation Service Center, hereby authorizes and appoints R. Craig Martin, Esq. of Edwards Angell Palmer & Dodge LLP ("EAPD"), with full power of substitution and resubstitution, as Citi Financial Inc.'s true and lawful attorneys, to execute and file the Proof of Claim in the bankruptcy case of The SCO Group, Inc., Case No. 07-11337 (KG), currently pending in the United States Bankruptcy Court for the District of Delaware.

Citi Financial, Inc. hereby gives and grants to EAPD full power and authority to do and to perform each and every act and thing whatsoever requisite, necessary or appropriate to fulfill the foregoing appointment and to file the Proof of Claim.

The right, power and authority created by this Power of Attorney shall terminate automatically at 12:00 p.m., Eastern Standard Time on April 22, 2008; provided, however, that no termination of such right, power or authority shall in any manner affect the validity of the exercise thereof prior to such termination.

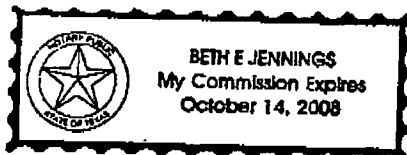
In witness whereof, the undersigned has executed this Special Power of Attorney on April 18, 2008.

Kim Andres

Kim Andres

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 18 th day of April 2008, before me a Notary Public in and for that State of Texas, personally appeared before me Kim Andres known to me to be the person who executed the written instrument as his voluntary act and deed.



Beth E Jennings
Notary Public in and for the
State of Texas

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT DELAWARE**

-----	:	
In re:	:	
	:	
The SCO Group.,	:	Chapter 11
	:	Case No. 07-11337(KG)
	:	
Debtor.	:	
-----	:	

ATTACHMENT TO PROOF OF CLAIM OF CITI FINANCIAL, INC.

1. Citi Financial Inc. ("**Citi Financial**") bought a license to use an operating system called the 2661 SCO Unixware 7.1.3 (as such operating system has been updated, the "**Software**") from The SCO Group, Inc. f/k/a Caldera International, Inc. ("**SCO**") through a reseller, Getronics, in November 2003.

2. A copy of each of the Right to Install Certificate, the Certificate of License and Authenticity Product Activation Key, and the Software License Agreement are attached as Exhibits A, B, and C to this Proof of Claim.

3. This is a contingent Proof of Claim, contingent upon SCO no longer supporting the Software or rejecting the Software License Agreement or other relevant contract. The estimated damages to Citi Financial if SCO were to no longer support the Software or were to reject the Software License Agreement is in excess of \$3 million.

4. As of the date of the filing of this Proof of Claim, SCO is continuing to provide Citi Financial with access to the Software. Citi Financial therefore reserves its rights to assert the amount set forth in paragraph 3, in addition to any other damages, as its claims in SCO's bankruptcy cases. Citi Financial further reserves all rights it may have under the

Bankruptcy Code, including but not limited to, rights it has pursuant to 11 U.S.C. §§ 365 and 502.

5. This claim is not founded on an open account.

6. No judgment has been rendered on the claim made hereby.

7. The amount of all payments made on this claim have been credited and deducted for the purpose of making this proof of claim. Citi Financial reserves its right to assert additional amounts to which it may be entitled to receive by further amendment to this proof of claim, motion, or otherwise.

8. Citi Financial reserves the right to amend or supplement this proof of claim in any respect, to fix or liquidate any claims stated herein, to specify and quantify expenses or other charges or claims incurred by Citi Financial, to assert any additional claim for priority, and to file additional proofs of claim for additional claims.

9. The execution and filing of this proof of claim is not a waiver of any of Citi Financial's rights including, without limitation, the right to move to withdraw the reference with respect to the subject matter of this claim or otherwise, and any right to trial by jury that Citi Financial may have in any civil proceeding arising in or related to these cases, nor is it a consent to jurisdiction of this or any court except with respect to the allowance of the claims asserted herein.

10. The address of Citi Financial and the addresses of counsel to Citi Financial

to which notices should be addressed are:

Citi Financial, LLC
Citi GCG Litigation Service Center
3950 Regent Blvd.
Mail Stop S1B-135
Irving, TX 7506
Attention: Kim Andres, Esquire

and:

Edwards Angell Palmer & Dodge LLP
919 North Market Street, Suite 1500
Wilmington, DE 19801
Attention: Craig Martin, Esq.

Dated: April 18, 2008

EXHIBIT A



Right to Install Certificate
Using Non Copy Protect (NCP) Key(s)

This Certificate of Right to Install relates to only the machine-readable object code version of the SCO software product(s) listed below ("the Software").

Subject to paying SCO or an authorized SCO reseller the appropriate fee, this Certificate is proof that SCO has granted you the right to install copies of the Software onto the number of computer systems indicated below, for your own use. Your right to install and use the Software is strictly governed by the SCO Software License Supplement, which you have previously signed, and is limited to use in the project or projects set out in that Supplement, and referred to below.

The SCO Sales Order number refers to SCO's record of the specific sales transaction related to this grant of right.

This Certificate is personal to the organization below and is not transferable.

<u>Quantity</u>	<u>Model Number:</u>	<u>Description</u>
3043	AW470-GT00-C-7.1.3	UW 7.1.3 15 U DEPARTMENTAL UPDATE NCP

Organization: *Getronics*

Project: *TEAST15*

SCO Sales Order Number: *SO# 854393*

Each copy of the Software installed in connection with this Certificate, must be serialized with the same serial and license numbers, to be found on the single Certificate of License and Authenticity provided by SCO for the purpose.

EXHIBIT B



CERTIFICATE OF LICENSE AND AUTHENTICITY

-> PRODUCT ACTIVATION KEY

Required for software installation and future upgrades.
Reproduction of this certificate is strictly prohibited.

DO NOT
DISCARD

This certificate licenses the software product listed below according to the rights outlined in the Software License Agreement included with your SCO product. The licensing information included on this certificate is required to install and/or run the software. *For more information on UNIX licensing refer to www.sco.com/licensing. To register your SCO products go to www.sco.com/registration.

SO-854393/1/40212151940



7 61480 52060 9

SCO Update Add-on
for UnixWare 7.1.3
Departmental Edition
NCB/NCP

For information on Support Services, please
contact your product supplier or visit our web
site at www.sco.com/support.



AW470-GT00-C-7.1.3

AV40337P000

SCO Update for UnixWare 7.1.3 Departmental Edition
SCO Update Enabler for UnixWare 7.1.3 - NCB/NCP
License Number : 3LB001822
License Code : nagkccvv



3LB001822

License Data : a120;h131/8.0;k0;q0;m3yw2xp

EXHIBIT C

Software License Agreement

Page 1 of 4

The Software License Agreement is available in these languages: English, French, German, Italian, Japanese, Korean, Portuguese, Russian, Spanish.

CALDERA INTERNATIONAL, INC.

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Software License Agreement

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Manufacturer: Caldera International, Inc., 355 South 520 West, Suite 100, Lindon, Utah 84042 USA

TERM AND TERMINATION

This license shall remain in effect until terminated as set forth herein. You may terminate this Agreement, without right to refund, by notifying Caldera of such termination. Caldera may terminate this Agreement, upon reasonable notice and without judicial or administrative resolution, if You or any of Your employees or consultants breach any term or condition hereof.

Upon the termination of this Agreement for any reason, all rights granted to you hereunder will cease, and You must promptly (i) purge the Software and any related Updates from all your computer systems, storage media and other files, (ii) destroy the Products and all copies thereof and (iii) deliver to Caldera an affidavit which certifies that you have complied with these termination obligations.

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All notices or approvals required or permitted under this Agreement must be given in writing. Any waiver or modification of this Agreement will not be effective unless executed in writing and signed by Caldera. This Agreement will bind your successors-in-interest. This Agreement is governed by the laws of the State of Utah, U.S.A.; excluding (i) Utah's choice of law principles and (ii) the United Nations Convention on Contracts for the International Sale of Goods. If any provision of this Agreement is held to be unenforceable, in whole or part, such holding will not affect the validity of the other provisions of this Agreement.

FedEx [®] US Airbill

Tracking Number **8571 5313 2808**

1 From 4/18/18

Date 4/18/18

Sender's Name Ernie Martin Phone 302 925-7139

Company Edwards Angell Palmer & Dodge

Address 919 North Fagot St.

City Wilmington State DE ZIP 19801

2 Your Internal Billing Reference 45933.0040

3 To Recipient's Name The SCG Group, Clean's Processing

Company 46 Epic Backpackery Solutions LLC

Address 757 Third Avenue Dept./Room/Suite/Room

City New York State NY ZIP 10017



8571 5313 2808

Recipient's Copy

4a Express Package Service

FedEx Priority Overnight **FedEx Standard Overnight**

FedEx 2Day **FedEx Express Saver**

FedEx 1Day Freight **FedEx 2Day Freight**

FedEx 3Day Freight

4b Express Freight Service

FedEx 1Day Freight **FedEx 2Day Freight**

FedEx 3Day Freight

5 Packaging

FedEx Pak* **FedEx Box** **FedEx Tube** **Other**

6 Special Handling

SAVING Delivery **HOLD Mailbox**

FedEx Standard Overnight **FedEx Large Pak** **FedEx Small Pak**

FedEx First Overnight **FedEx Signature Required**

7 Payment **Sender** **Recipient** **Third Party** **Credit Card** **Cash/Check**

8 NEW Residential Delivery Signature Options

No Signature **Direct Signature** **Indirect Signature**

Signature Required **Signature Not Required**

Total Packages **Total Declared Value*** \$.00

Total Weight **Total Charges**

Credit Card Last 4 Digits

