

EXHIBIT H

FOR THE NORTHERN DISTRICT OF ILLINOIS

EASTERN DIVISION

In re:) Case No. 02 B 2474
 KMART CORPORATION, et al.)
 Debtors.) Chapter 11
 _____) Hon. Susan Pierson Sonderby

D E P O S I T I O N

DEPONENT: THOMAS BENTON BROCK

DATE: Wednesday, November 7, 2007

TIME: 9:37 a.m.

LOCATION: Sheraton Detroit Novi

21111 Haggerty Road

Novi, Michigan 48375

REPORTER: Michele E. French, CSR-3091, RPR, RMR, CRR

1 our contract was for \$50 for sweeping that location, we might
 2 have the subcontractor do it for \$40, so we would take that
 3 markup of \$10. That's how we would make money.
 4 Q On the margin?
 5 A Yes.
 6 Q I want to go back, digress a little bit, to the national
 7 contract that you testified was created on January 22nd. You
 8 testified when you hung up the phone it was your belief that
 9 this would be in place for 10 years. Did -- in that
 10 conversation at any time, did Mr. Slimp say that this
 11 agreement would be in place for 10 years?
 12 A No.
 13 Q When Mr. Slimp used -- the only terminology Mr. Slimp used
 14 was the terminology long haul, correct, during that phone
 15 conversation?
 16 A No.
 17 Q What other -- what other terminology relating to time did
 18 Mr. Slimp use?
 19 A Long haul would have been the terminology toward time, yes.
 20 Q And I think you would agree with me long haul isn't a
 21 particular number of years, is it?
 22 A No.
 23 Q What was agreed in this oral contract on the issue of price,
 24 if anything?
 25 A There's nothing agreed to.

1 A We didn't have discussion, no.
 2 Q So you don't know what Mr. Slimp's understanding was
 3 regarding whether or not this oral contract could be
 4 terminated; isn't that correct?
 5 A I just know what he told me.
 6 Q Well, answer my question. Isn't it true that you did not
 7 understand what was in Mr. Slimp's head about whether or not
 8 the arrangement between Kmart and Global Property Services
 9 could be terminated; that's true, isn't it?
 10 A I don't know what's in Mr. Slimp's head.
 11 Q So what I said is true?
 12 A Yes.
 13 Q And isn't it also true that you don't know what Mr. Slimp
 14 meant when he used the term long haul?
 15 A I believe it was when they -- when they're in good shape.
 16 That's what he said. You'll be in it for the long haul.
 17 Stay with us in the good times and we -- stay with us in the
 18 bad times and we will stay with you in the good times, so I
 19 expected it would be for a long time.
 20 Q I understand your understanding. My question is a little bit
 21 different. You don't know, do you, how many years Mr. Slimp
 22 meant when he used the term long haul; isn't that true?
 23 A I believed it would be a lot of years.
 24 Q I understand what you believed, but my question is you
 25 weren't -- you weren't inside Mr. Slimp's head, you don't

1 Q So there's no agreement as to the price term?
 2 A No.
 3 Q That's correct?
 4 A Correct.
 5 Q Okay. What was discussed, if anything, relating to under
 6 what circumstances this national contract could be
 7 terminated?
 8 A It wasn't discussed.
 9 Q Was it your understanding that this national contract is
 10 something that had to be in place for more than one year?
 11 A Yes.
 12 Q Do you have any understanding under what circumstances, if
 13 any, Kmart could terminate this oral contract?
 14 A No.
 15 Q Did you understand that Kmart could not terminate it?
 16 A I don't know if there's any understanding. No. Promised,
 17 you've got all the stores. You have all the stores. That
 18 was my understanding. I got all the stores.
 19 Q So it was your understanding that Kmart could not terminate
 20 this agreement or you didn't understand one way -- you had no
 21 understanding one way or the other?
 22 A My understanding is that they couldn't.
 23 Q Was there any discussion during your conversation with
 24 Mr. Slimp as to whether or not Kmart believed they could not
 25 terminate it?

1 know what he meant by that term; isn't that true?
 2 A I was not in Mr. Slimp's head, that is true.
 3 Q So you don't know what he meant, you only know what you
 4 understood?
 5 A Yes.
 6 Q Now you testified that you got something in writing the next
 7 day.
 8 MR. SAMDAL: Are we moving on to a different topic?
 9 MS. SLOANE: Do you need to take a break? We can
 10 take a break.
 11 (Discussion off the record.)
 12 MS. SLOANE: Well, let me do -- before we do, one
 13 more question to make sure we are done.
 14 MR. SAMDAL: Sure.
 15 BY MS. SLOANE:
 16 Q Are there any other terms and provisions of this oral
 17 contract that was entered into on January 22nd other than
 18 what you've described for me?
 19 A No.
 20 MS. SLOANE: Now we can take a break.
 21 (Recess at 2:44 p.m. to 2:54 p.m.)
 22 BY MS. SLOANE:
 23 Q I'm going to show you what was previously marked as Buser
 24 Exhibit Number 40. Let me make sure that's not the one I
 25 marked up before I show that to you, actually.