THE HOME DEPOT FUTUREBUILDER

QDRO PROCEDURES

Federal tax and labor laws prohibit The Home Depot FutureBuilder (the "Plan") from paying benefits to anyone other than a Plan participant, beneficiary or alternate payee under a qualified domestic relations order ("QDRO"). In order to determine whether an alternate payee is entitled to payment under an order that is submitted as a QDRO, the Administrative Committee has established the following procedures.

I. Notify Participant and Alternate Payee

A. Upon receipt of an order that is submitted as a QDRO, the Administrative Committee shall promptly acknowledge receipt of the order to the participant and each alternate payee named in the order.

B. Upon receipt of an order that is submitted as a QDRO or upon receipt of written notice from a participant, alternate payee or the attorney of either that such order is forthcoming, the Administrative Committee shall provide the parties identified in the notice with a copy of these procedures and shall indicate that a hold will be placed on the participant's account while the Administrative Committee determines whether the order is a QDRO. (See II. below.) The hold will be maintained for a reasonable time (as defined in III.B.2 below) and shall have the same effect as the procedure described in II.B. below. Mere notice that a divorce is pending (such as a subpoena for plan records) shall not be considered notice that a QDRO is forthcoming, but a copy of these procedures shall be provided if notice of a pending divorce is received.

C. All notices and communications regarding the division of a participant's account pursuant to a QDRO, including a certified copy of the final QDRO should be sent to:

The Home Depot QDRO Processing Center
P. O. Box 570766
Atlanta, Georgia 30357

II. Place a Hold on Participant's Account

A. Upon receipt of an order or written notification that an order is forthcoming, the Administrative Committee shall promptly place a hold on the account of the participant named in the order.

B. While the hold is in effect, the participant shall not be permitted to make loans or receive withdrawals or distributions from his account. If the participant is entitled to make investment elections pursuant to the Plan's diversification provisions, the participant shall continue to be able to make investment elections while the hold is in effect.

III. Determine Whether the Order is Qualified

A. The Administrative Committee will determine within a reasonable time whether the order is a QDRO. An order shall not be a QDRO unless it meets all of the following requirements:

1. The order requires the Plan to pay all or a portion of a participant's benefits to the participant's spouse, former spouse, child or other dependent.

2. The order is made pursuant to a state domestic relations law (including a community property law).

3. The order relates to the provision of child support, alimony payments or marital property rights.

4. The order has been properly executed by the court that issued it.

5. The order states the last known mailing address and social security number of the participant and each alternate payee covered under the order. (If this information can be obtained in writing from another source, the order need not be disqualified for failure to include this information.)

6. The order states the name of the Plan.

7. The order states when payment is to be made and that payment will be made in the form of a lump sum or that the alternate payee may elect any form of payment permitted under the Plan, and states the date payment may be made.

8. The order stipulates the amount or percentage of the participant's account that is to be paid by the Plan to each alternate payee. If the order stipulates a percentage of the participant's account, it must also state the date as of which the award is effective. If the amount or percentage is not stipulated, then the order should stipulate the formula for determining the amount or the percentage of benefits to be paid. If such an order is silent as to whether the alternate payee's interest is to be credited with investment gains and losses, but specifies that the award is “as of” a certain date, it will be presumed that the interest is to be adjusted for investment gains and losses. As noted in VI, the QDRO fee is normally applied *before* the order is processed against the participant’s account.

For example, if an order states that the alternate payee is to receive $10,000 of the participant's account balance as of the date specified in the order, the alternate payee's interest will be adjusted for investment gains and losses in accordance with IV.A. below.

9. The order does not require the Plan to provide benefits in excess of the participant's vested benefits under the Plan. In determining whether an order meets this requirement, if the order provides for the payment of an amount that could exceed the participant's vested account balance at the time that the alternate payee's account is to be established, the Administrative Committee will deem that the order does not provide for payment in excess of the participant's remaining vested account balance, after the QDRO fee has been applied.

   For example, if an order awards the alternate payee 50% of the participant's account as of a particular date, and the participant has since withdrawn funds to the extent that the vested account (after the application of the QDRO fee) is no longer large enough to provide 50% of the account balance as of that date, the order will be deemed to apply to the participant's entire remaining vested account.

   Unless the order specifically states to the contrary, the percentage of a participant's account awarded to the alternate payee shall be presumed to apply to the *vested* portion of the participant's account as of the date of the order. If the participant has no vested interest in his account as of that date, the order will not be qualified.

10. The order does not require any type or form of benefit, or other option, which is not otherwise available under the Plan.

11. The order does not require benefits to be paid to an alternate payee that are required to be paid to another alternate payee under an earlier QDRO.

B. If the order does <u>not</u> meet these requirements, the Administrative Committee shall promptly notify the participant and each alternate payee named in the order that the order does not meet the requirements for a QDRO.

   1. The notice shall state the reasons for the determination and allow a reasonable time to cure the defects.

   2. The alternate payee or, if applicable, the participant, shall be allowed a reasonable time after receipt of the notice to cure the defects in the order. If the defects are not cured within a reasonable time, the order shall be considered void and the Administrative Committee will remove the hold from the participant's account. For these purposes, a period of three months shall be considered a reasonable period of time. The Administrative Committee may determine that a longer period is reasonable if special circumstances exist. The party desiring a longer

period of time to cure defects is responsible for informing the Administrative Committee that a longer period is necessary, explaining the reasons for the delay and obtaining the approval of the Administrative Committee.

C. If the order meets the requirements and is found to be a QDRO, the Administrative Committee shall promptly notify the participant and each alternate payee named in the order that the order is a QDRO.

IV. If the Order is Qualified, Determine the Alternate Payee's Interest

A. In determining the amount of the alternate payee's interest under a QDRO, the Administrative Committee shall apply the following rules:

1. Valuation Date. In accordance with standard Plan procedures, the alternate payee's interest will be determined on the basis of the value of the participant's account balance as of the Valuation Date (each business day) that coincides with or immediately precedes the date as of which the alternate payee's benefit is awarded under the order.

2. Crediting of Investment Experience and QDRO Fee. An alternate payee’s interest will be credited with a pro rata share of the investment experience of the participant’s account. Investment experience will be calculated from the Valuation Date that coincides with or immediately precedes the date of the award until the Valuation Date that coincides with or immediately precedes the earlier of (i) the date the alternate payee’s separate account is established or (ii) the date of the distribution to the alternate payee, all in accordance with Plan terms.

The QDRO Fee of $500 will be applied to the participant’s Account *before* the order is processed.

For example, if the order states that an alternate payee is to receive 50% of the participant's account balance as of March 31, 2010, the alternate payee will receive 50% of the participant's account balance valued as of March 31 and a pro rata share of the investment earnings from March 31 until the Valuation Date preceding distribution or the date the alternate payee's separate account is established. (See IV.B. below.)

The same result will occur if the order says the alternate payee is to receive a flat dollar amount as of a particular date. (For example, $10,000 as of March 31). However, if the order states that the alternate payee is to receive a flat dollar amount without reference to a particular date, investment experience will not be credited to the alternate payee.

3. <u>Amount of Alternate Payee's Award</u>

a. <u>Percentage of Account</u>. Unless the order specifically states to the contrary, the percentage of a participant's account awarded to the alternate payee shall be presumed to apply to the vested portion of each of the participant's contribution subaccounts (for example, before-tax, matching and rollover contributions accounts) as of the date of the order and after the QDRO fee has been applied. (The treatment of outstanding loans is described in IV.E. and the QDRO fee is discussed in VI.)

For example, assume the order awards the alternate payee 50% of the participant's account balance. After the QDRO fee has been applied, the participant is 100% vested in his before-tax contributions account balance of $5,000, 25% vested in his matching contributions account balance of $5,000, and 100% vested in his rollover contributions account balance of $10,000 on the date specified in the QDRO. The alternate payee's interest will be calculated as follows:

Before-tax:	50% x 100% x $5,000 = $2,500
Matching:	50% x 25% x $5,000 = $625
Rollover:	50% x 100% x $10,000 = $5,000

b. <u>Dollar Amount</u>. If the order awards a dollar amount to the alternate payee, the vested portion of each of the participant's subaccounts will be reduced ratably. If the dollar amount awarded under the order exceeds the vested balance of the participant's account after the QDRO fee has been applied, the participant's entire remaining vested account will be reduced.

For example, assume the order awards the alternate payee $8,000. After the QDRO fee has been applied, the participant has a vested before-tax contributions account balance of $5,000, a vested matching contributions account balance of $5,000 and a vested rollover contributions account balance of $10,000. The amount of the order (representing 40% of the participant's total vested accounts; i.e., $8,000 award / $20,000 vested account balance) will be removed from various subaccounts as follows:

Before-tax:	40% x $5,000 = $2,000
Matching:	40% x $5,000 = $2,000
Rollover:	40% x $10,000 = $4,000

B. As soon as practicable after the Administrative Committee determines that an order is a QDRO, a separate account will be established for the alternate payee and the participant's account shall be reduced by the same amount. The alternate payee will be provided with a personal identification number (PIN) for purposes of making investment and distribution elections utilizing the Benefits Choice Center.

C. If a separate account is established for the alternate payee as described in IV.B. above, the hold shall be lifted from the participant's account at the time the alternate payee's account is established. If a separate account is not established, the hold shall remain on the participant's account, but only to the extent necessary to protect the alternate payee's interest therein.

E. Generally, as the vested portion of each of the participant's contribution subaccounts is reduced as described in IV.A., amounts will be removed pro rata from each investment fund in which the subaccount is invested, except as provided in IV.F. below and except to the extent that the participant has an outstanding loan. Unless the order specifically provides otherwise, the amount of any outstanding loan of the participant will be included in the participant's account for purposes of calculating the alternate payee's benefits.

For example, assume the order awards the alternate payee 50% of the participant's account balance as of April 1, 2008. If the participant has $18,000 credited to his non-loan subaccounts and an outstanding loan of $2,000 on April 1, 2008, the alternate payee's interest will be $9,750 after the fee has been applied (($20,000 - $500) x 50%).

The alternate payee's benefit will be deducted from the non-loan assets in the participant's account. If the alternate payee's assigned benefit would exceed the non-loan assets in the participant's account and the order is silent regarding the treatment of outstanding loans, the Administrative Committee will interpret the order to apply only to the non-loan assets in the participant's account. If the order specifically awards the outstanding loan to the alternate payee under these circumstances, the non-loan assets will be segregated and payable immediately; however, the loan repayments cannot be segregated or paid out to the alternate payee until the loan is either paid in full by the participant or in default.

F. To the extent that the participant holds investments in the Charles Schwab Personal Choice Retirement Account ("PCRA"), amounts will first be removed pro rata from each investment fund that is ***not*** part of the PCRA, and funds will be removed from the PCRA only if the non-PCRA funds are insufficient to satisfy the alternate payee's award amount. Language in an order stating that the alternate payee's award shall be deducted pro rata from each of the funds in which the participant is invested will be interpreted consistent with this section IV.F.

V. Status of the Alternate Payee

A. The Plan permits immediate distributions to the alternate payee, provided the order permits immediate distribution. Any such immediate payments will be made to the alternate payee, as of the last day of the month in which the alternate payee requests a distribution by contacting a Benefits Choice representative through the Benefits Choice Center.

B. An alternate payee will be treated as a participant who has terminated employment for purposes of distributions and withdrawals under the Plan. The alternate payee may designate a beneficiary under the Plan.

C. The alternate payee account will initially be invested based on the investment allocations of the participant's account; if the alternate payee does not call the Benefits Choice Center within 30 days of the account creation, the alternate payee account balance will be reallocated into an appropriate LifePath Portfolio Fund. The alternate payee may designate the investment direction of his or her account to the same extent as any Plan beneficiary.

D. Under federal tax law, the Administrative Committee must have the Social Security number of the alternate payee in order to make a distribution to the alternate payee.

E. Unless the QDRO specifically provides that the alternate payee's distribution be made in the form of cash, the alternate payee may elect to receive all or part of the distribution in whole shares of Home Depot common stock, with fractional shares paid in cash.

VI. QDRO Fees

A fee of $500 will be charged when each domestic relations order is processed. This fee will be deducted from the participant's account *before* the amount of the alternate payee's award is determined. See Section 3 for examples.

VII. Other Matters

A. In any case of conflict between the terms of an order or QDRO and the terms of the Plan, the terms of the Plan shall prevail. For example, if the Plan is terminated, and all benefits are distributed, amounts due under the QDRO shall be immediately distributable if the Plan so provides.

B. Information specific to a participant shall not be released without a signed release from such participant or in response to a valid legal process.

C. The participant and alternate payee shall advise the Administrative Committee of any changes in mailing addresses or legal names.

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