

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported) November 28, 2005

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**ACUITY BRANDS, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of in  
Company or organization)

**001-16583**  
(Commission File Number)

**58-2632672**  
(I.R.S. Employer  
Identification No.)

**1170 Peachtree St., N.E., Suite 2400, Atlanta, GA**  
(Address of principal executive offices)

**30309**  
(Zip Code)

**Registrant's telephone number, including area code: 404-853-1400**

**Not Applicable**

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 – Entry Into a Material Definitive Agreement**

On November 28, 2005, the Compensation Committee of Acuity Brands, Inc. (the “Company”) approved certain changes to the Form of Nonqualified Stock Option Agreement for Executive Officers and the Form of Acuity Brands, Inc. Long-Term Incentive Plan Restricted Stock Award Agreement under the Company’s Long Term Incentive Plan. The revised forms are attached hereto as Exhibits 99.1 and 99.2, respectively.

In accordance with the terms of the Company’s Management Compensation and Incentive Plan, the Company’s executive officers may receive cash bonuses upon achievement of certain performance measures set forth in Plan Rules adopted each year by the Company’s Board of Directors. The bonuses paid are calculated as a specified percentage of the officer’s salary. This percentage is determined based on actual performance measured against the target performance measures. On November 28, 2005, the Compensation Committee increased the bonus payable at target performance level for Vernon J. Nagel, the Company’s Chairman and Chief Executive Officer, from 75% to 100% of Mr. Nagel’s annual salary.

**Item 9.01 – Financial Statements and Exhibits****(d) Exhibits**

99.1 Form of Nonqualified Stock Option Agreement for Executive Officers

99.2 Form of Acuity Brands, Inc. Long-Term Incentive Plan Restricted Stock Award Agreement

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: December 2, 2005

ACUITY BRANDS, INC.

By: /s/ Kenyon W. Murphy

Kenyon W. Murphy

Senior Vice President and General Counsel

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Exhibit Index

99.1 Form of Nonqualified Stock Option Agreement for Executive Officers

99.2 Form of Acuity Brands, Inc. Long-Term Incentive Plan Restricted Stock Award Agreement

**FORM OF  
NONQUALIFIED STOCK OPTION AGREEMENT  
FOR EXECUTIVE OFFICERS**

THIS AGREEMENT, made as of \_\_\_\_\_ (the "Grant Date"), between Acuity Brands, Inc., a Delaware corporation (the "Company"), and \_\_\_\_\_ (the "Optionee").

WHEREAS, the Company has adopted the Acuity Brands, Inc. Long-Term Incentive Plan (the "Plan") in order to provide additional incentive to certain officers and key employees of the Company and its Subsidiaries; and

WHEREAS, the Optionee performs services for the Company and/or one of its Subsidiaries; and

WHEREAS, the Committee responsible for administration of the Plan has determined to grant the Option to the Optionee as provided herein.

NOW, THEREFORE, the parties hereto agree as follows:

**1. Grant of Option.**

1.1 The Company hereby grants to the Optionee the right and option (the "Option") to purchase all or any part of an aggregate of \_\_\_\_\_ whole Shares subject to, and in accordance with, the terms and conditions set forth in this Agreement and the Plan.

1.2 The Option is not intended to qualify as an Incentive Stock Option within the meaning of Section 422 of the Code.

1.3 This Agreement shall be construed in accordance and consistent with, and subject to, the provisions of the Plan (the provisions of which are incorporated herein by reference) and, except as otherwise expressly set forth herein, the capitalized terms used in this Agreement shall have the same definitions as set forth in the Plan.

1.4 The Option is conditioned upon Optionee's execution of this Agreement. If the Agreement is not executed by the Optionee, the Option may be canceled by the Committee.

**2. Purchase Price.**

The price at which the Optionee shall be entitled to purchase Shares upon the exercise of the Option shall be \$\_\_\_\_\_ per Share.

3. Duration of Option.

The Option shall be exercisable to the extent and in the manner provided herein for a period of ten (10) years from the Grant Date (the "Exercise Term"); provided, however, that the Option may be earlier terminated as provided in Sections 1.4 and 6 hereof.

4. Vesting and Exercisability of Option.

The Option shall vest, and may be exercised, with respect to the Shares as set forth in the Optionee Statement attached hereto and made a part hereof, subject to earlier termination of the Option as provided in Sections 1.4 and 6 hereof or in the Plan. The right to purchase the Shares as they become vested shall be cumulative and shall continue during the Exercise Term unless sooner terminated as provided herein.

5. Manner of Exercise and Payment.

5.1 Subject to the terms and conditions of this Agreement and the Plan, the Option may be exercised by either (i) delivery of written notice to the Company, at its principal executive office or (ii) online notice given to an online broker with which the Company has made arrangement for the exercise of employee stock options, which notice satisfies the form and conditions set forth in such arrangement, which shall be provided to the Grantee from time to time. Such notice shall state that the Optionee is electing to exercise the Option and the number of Shares in respect of which the Option is being exercised and, if delivered in writing to the Company, shall be signed by the person or persons exercising the Option. If requested by the Committee, such person or persons shall (i) deliver this Agreement to the Secretary of the Company who shall endorse thereon a notation of such exercise and (ii) provide satisfactory proof as to the right of such person or persons to exercise the Option.

5.2 The notice of exercise described in Section 5.1 shall be accompanied by the full purchase price for any Shares purchased pursuant to the exercise of an Option and shall be paid in full upon such exercise, (i) in cash, by check, by transferring Shares to the Company or by attesting to the ownership of Shares, upon such terms and conditions as may be acceptable to the Committee or (ii) by such arrangement as is made by the Company with the designated online broker. Any Shares the Optionee transfers to the Company or attests to owning as payment of the purchase price under an Option shall be valued at their Fair Market Value on the day preceding the date of exercise of such Option.

5.3 Upon receipt of notice of exercise and full payment for the Shares in respect of which the Option is being exercised, the Company shall, subject to Section 16 of the Plan, take such action as may be necessary to effect the transfer to the Optionee of the number of Shares as to which such exercise was effective.

5.4 The Optionee shall not be deemed to be the holder of, or to have any of the rights of a holder with respect to any Shares subject to the Option until (i) the Option shall have been exercised pursuant to the terms of this Agreement and the Optionee shall have paid the full

purchase price for the number of Shares in respect of which the Option was exercised, (ii) the Company shall have issued and delivered the Shares to the Optionee, and (iii) the Optionee's name shall have been entered as a stockholder of record on the books of the Company, whereupon the Optionee shall have full voting and other ownership rights with respect to such Shares.

## 6. Termination of Employment.

### 6.1 In General.

If the employment of the Optionee with the Company and its Subsidiaries shall terminate for any reason, other than for the reasons set forth in Sections 6.2 and 7.2 below, the Option shall continue to be exercisable (to the extent the Option was vested and exercisable on the date of the Optionee's termination of employment) at any time within three (3) months after the date of such termination of employment, but in no event after the expiration of the Exercise Term.

### 6.2 Termination of Employment Due to Death, Disability, or Retirement.

If the Optionee's termination of employment is due to death, Disability, or Retirement (termination on or after age 65), or if Optionee terminates employment after age 55, the following shall apply:

- (a) *Termination Due To Death.* In the event the Optionee dies while actively employed, the Option shall become immediately and fully exercisable, and shall remain exercisable at any time prior to the end of the Exercise Term, or for one (1) year after the date of death, whichever period is shorter, by (A) a Permitted Transferee (as defined in Section 8 below), if any, or such person(s) that have acquired the Optionee's rights under such Options by will or by the laws of descent and distribution, or (B) if no such person described in (A) exists, the Optionee's estate or representative of the Optionee's estate.
- (b) *Termination by Disability.* In the event the employment of the Optionee is terminated by reason of Disability, the Option shall become immediately and fully exercisable as of the date the Committee determines the Optionee terminated for Disability and shall remain exercisable at any time prior to the end of the Exercise Term, or for one (1) year after the date of termination, whichever period is shorter.
- (c) *Termination by Retirement.* In the event the employment of the Optionee is terminated by reason of Retirement, all outstanding unvested Options shall expire, and any Options vested as of Optionee's date of Retirement shall remain exercisable at any time prior to the end of the Exercise Term, or for five (5) years after the date of termination, whichever period is shorter. In the event of the Optionee's death after Retirement, the vested Options shall be exercisable in accordance with this subsection (c) and the Option shall be exercisable by the persons described in (a) above.

- (d) *Termination After Attaining Age 55.* If the Optionee terminates employment (other than as a result of death or Disability) after attaining age 55 but prior to age 65, all outstanding unvested Options shall expire, and any Options vested as of Optionee's date of termination shall, unless the Committee determines otherwise at the time of such termination, remain exercisable at any time prior to the end of the Exercise Term, or for five (5) years after the date of termination, whichever period is shorter. In the event of the Optionee's death after terminating after age 55, the Option shall be exercisable in accordance with this subsection (d) and the Option shall be exercisable by the persons described in (a) above.

**7. Effect of Change in Control.**

7.1 Notwithstanding anything contained to the contrary in this Agreement, in the event of a Change in Control, the Option shall become immediately and fully exercisable, and the Committee, in its discretion, may terminate the Option, provided that at least 30 days prior to the Change in Control, the Committee notifies the Optionee that the Option will be terminated and provides the Optionee, at the election of the Committee, (i) the right to receive immediately a cash payment in an amount equal to the excess, if any, of (A) the greater of (x) the Fair Market Value on the date preceding the date of surrender, of the shares subject to the Option or portion of the Option surrendered, or (y) the Adjusted Fair Market Value of the Shares subject to the Option or portion thereof surrendered, over (B) the aggregate purchase price for such Shares under the Option; (ii) or the right to exercise all Options (including the Options vested as a result of the Change in Control) immediately prior to the Change in Control.

7.2 If the Options remain outstanding after the Change in Control and if the employment of the Optionee is terminated within two (2) years following a Change in Control, all vested Options shall continue to be exercisable at any time within five (5) years after the date of such termination of employment, but in no event after expiration of the Exercise Term.

**8. Transferability.**

The Option shall not be transferable other than by will or by the laws of descent and distribution. Notwithstanding the foregoing, the Option may be transferred, in whole or in part, without consideration, by written instrument signed by the Optionee, to any members of the immediate family of the Optionee (i.e., spouse, children, and grandchildren), any trusts for the benefit of such family members or any partnerships whose only partners are such family members (the "Permitted Transferees"). Appropriate evidence of any such transfer to the Permitted Transferees shall be delivered to the Company at its principal executive office. If all or part of the Option is transferred to a Permitted Transferee, the Permitted Transferee's rights hereunder shall be subject to the same restrictions and limitations with respect to the Option as the Optionee. During the lifetime of the Optionee, the Option shall be exercisable only by the Optionee, or if applicable, by the Permitted Transferees.



9. No Right to Continued Employment.

Nothing in this Agreement or the Plan shall be interpreted or construed to confer upon the Optionee any right with respect to continuance of employment by the Company or a Subsidiary, nor shall this Agreement or the Plan interfere in any way with the right of the Company or a Subsidiary to terminate the Optionee's employment at any time.

10. Adjustments.

In the event of a Change in Capitalization, the Committee may make appropriate adjustments to the number and class of Shares or other stock or securities subject to the Option and the purchase price for such Shares or other stock or securities. The Committee's adjustment shall be made in accordance with the provisions of Section 10 of the Plan and shall be effective and final, binding, and conclusive for all purposes of the Plan and this Agreement.

11. Withholding of Taxes.

The Company shall have the right to deduct from any distribution of cash to the Optionee an amount equal to the federal, state, and local income taxes and other amounts as may be required by law to be withheld (the "Withholding Taxes") with respect to the Option. If the Optionee is entitled to receive Shares upon exercise of the Option, the Optionee shall pay the Withholding Taxes to the Company in cash prior to the issuance of such Shares. In satisfaction of the Withholding Taxes, the Optionee may make a written election (the "Tax Election") to have withheld a portion of the Shares issuable to him or her upon exercise of the Option, having an aggregate Fair Market Value equal to the Withholding Taxes, provided that, if the Optionee may be subject to liability under Section 16(b) of the Exchange Act, the election must comply with the requirements applicable to Share transactions by such Optionees.

12. Employee Bound by the Plan.

The Optionee hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all the terms and provisions thereof.

13. Modification of Agreement.

This Agreement may be modified, amended, suspended, or terminated, and any terms or conditions may be waived, but only by a written instrument executed by the parties hereto.

14. Severability.

Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.

15. Governing Law.

The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the state of Delaware without giving effect to the conflicts of laws principles thereof.

16. Successors in Interest.

This Agreement shall inure to the benefit of and be binding upon each successor corporation. This Agreement shall inure to the benefit of the Optionee's legal representatives. All obligations imposed upon the Optionee and all rights granted to the Company under this Agreement shall be final, binding, and conclusive upon the Optionee's heirs, executors, Permitted Transferees, administrators, and successors.

17. Resolution of Disputes.

Any dispute or disagreement which may arise under, or as a result of, or in any way relate to, the interpretation, construction, or application of this Agreement shall be determined by the Committee. Any determination made hereunder shall be final, binding, and conclusive on the Optionee and the Company for all purposes.

ATTEST:

ACUITY BRANDS, INC.

\_\_\_\_\_  
Helen D. Haines, Secretary

By: \_\_\_\_\_  
Vernon J. Nagel  
Chairman, President, and Chief Executive Officer

\_\_\_\_\_  
Optionee

**FORM OF  
ACUITY BRANDS, INC.  
LONG-TERM INCENTIVE PLAN**

**RESTRICTED STOCK AWARD AGREEMENT**

THIS AGREEMENT, made and entered into as of \_\_\_\_\_, 2005 by and between Acuity Brands, Inc., a Delaware Corporation, (the "Company") and \_\_\_\_\_ ("Grantee").

**W • I • T • N • E • S • S • E • T • H   T • H • A • T :**

WHEREAS, the Company maintains the Acuity Brands, Inc. Long-Term Incentive Plan (the "Plan"), and Grantee has been selected by the Committee to receive a Restricted Stock Award under the Plan;

WHEREAS, the Company and Grantee have determined that Grantee shall enter into certain non-competition, non-solicitation and non-recruitment covenants, attached hereto as Exhibits A, B and C respectively, in consideration for receipt of the Restricted Stock award pursuant hereto, receipt of any such awards that Grantee may receive in the future, continued employment, and other good and valuable consideration, and ;

NOW, THEREFORE, IT IS AGREED, by and between the Company and Grantee, as follows:

**1. Award of Restricted Stock**

1.1 The Company hereby grants to Grantee an award of \_\_\_\_\_ Shares of restricted stock ("Restricted Stock"), subject to, and in accordance with, the restrictions, terms, and conditions set forth in this Agreement. The grant date of this award of Restricted Stock is \_\_\_\_\_, 2005 (the "Grant Date").

1.2 This Agreement (including any appendices or exhibits) shall be construed in accordance with, and subject to, the provisions of the Plan (the provisions of which are incorporated herein by reference) and, except as otherwise expressly set forth herein, the capitalized terms used in this Agreement shall have the same definitions as set forth in the Plan.

## 2. Restrictions

2.1 Subject to Sections 2.3, 2.5, and 2.6 below, if the Grantee remains employed by the Company, the Restricted Stock shall vest as follows:

<u>Number of Shares</u>	<u>Vesting Date</u>
	December 1, 2006
	December 1, 2007
	December 1, 2008
	December 1, 2009

For purposes of this Agreement, employment with a Subsidiary of the Company or service as a member of the Board of Directors of the Company shall be considered employment with the Company.

2.2 Except as otherwise provided below, on each Vesting Date, Grantee shall own the Vested Shares of Restricted Stock free and clear of all restrictions imposed by this Agreement (except those imposed by Section 3.4 below). The Company shall transfer the Vested Shares of Restricted Stock to an unrestricted account in the name of the Grantee as soon as practical after each Vesting Date.

2.3 In the event, prior to the Vesting Date, (i) Grantee dies while actively employed by the Company, or (ii) Grantee has his employment terminated by reason of Disability, any Restricted Stock shall become fully vested and nonforfeitable as of the date of Grantee's death or Disability. The Company shall transfer the Shares of Restricted Stock, free and clear of any restrictions imposed by this Agreement (except for Section 3.4) to Grantee (or, in the event of death, his surviving spouse or, if none, to his estate) as soon as practical after his date of death or termination for Disability.

2.4 In exchange for receipt of consideration in the form of the Restricted Stock award pursuant to this Agreement, the prospect of receiving such awards in the future, continued employment, and other good and valuable consideration, Grantee agrees that, in the event he elects to terminate his employment with the Company on a voluntary basis ("Voluntary Termination"), for twelve (12) months following the date of such Voluntary Termination (the "Restricted Period"), Grantee shall comply with the non-competition, non-recruitment, and non-disclosure restrictions attached hereto as Exhibits "A," "B," and "C," respectively (the "Restrictive Covenants"). The parties hereto recognize that Grantee may experience periodic material changes in his job title and/or to the principal duties, responsibilities or services that he is called upon to perform on the behalf of the Company. If Grantee experiences such a material job change, the parties shall, as soon as is practicable, enter into a signed, written addendum to Exhibit "A" hereto reflecting such material change. Moreover, in the event of any material change in corporate organization on the part of the Direct Competitors set forth in Exhibit A hereto, the parties agree to amend Exhibit "A", as necessary, at the Company's request, in order to reflect such change. Upon execution, any such written modification to Exhibit "A" shall represent an enforceable amendment to this Agreement and shall augment and supplant the definitions of the terms Executive Services or Direct Competitor set forth in Exhibit "A" hereto, as applicable.

Grantee's Initials: \_\_\_\_\_

2.5 Except for death or Disability as provided in Section 2.3, or except as otherwise provided in a severance agreement with Grantee, if Grantee terminates his employment or if the Company terminates Grantee prior to the Vesting Date, the Restricted Stock shall cease to vest further, the unvested Shares of Restricted Stock shall be immediately forfeited, and Grantee shall only be entitled to the Restricted Stock that has vested as of his date of termination.

2.6 Notwithstanding the other provisions of this Agreement, in the event of a Change in Control prior to the Vesting Date, all Shares of Restricted Stock shall become fully vested and nonforfeitable as of the date of the Change in Control. Not later than the first business day following the date of the Change in Control, the Company shall deliver to Grantee a cash payment representing the Fair Market Value of the Shares of Restricted Stock as of the date of the Change in Control.

2.7 The Restricted Stock may not be sold, assigned, transferred, pledged, or otherwise encumbered prior to the date Grantee becomes vested in the Restricted Stock.

### **3. Stock; Dividends; Voting**

3.1 The Restricted Stock shall be registered in the name of Grantee as of the respective Grant Date for such Shares of Restricted Stock. The Company may issue stock certificates or evidence Grantee's interest by using a restricted book entry account with the Company's transfer agent. Physical possession or custody of any stock certificates that are issued shall be retained by the Company until such time as the Shares are vested in accordance with Section 2. The Company reserves the right to place a legend on such stock certificate(s) restricting the transferability of such certificates and referring to the terms and conditions (including forfeiture) of this Agreement and the Plan.

3.2 During the period the Restricted Stock is not vested, the Grantee shall be entitled to receive dividends or similar distributions declared on such Restricted Stock and Grantee shall be entitled to vote such Restricted Stock.

3.3 In the event of a Change in Capitalization, the number and class of Shares or other securities that Grantee shall be entitled to, and shall hold, pursuant to this Agreement shall be appropriately adjusted or changed to reflect the Change in Capitalization, provided that any such additional Shares or additional or different shares or securities shall remain subject to the restrictions in this Agreement.

3.4 Grantee represents and warrants that he is acquiring the Restricted Stock for investment purposes only, and not with a view to distribution thereof. Grantee is aware that the Restricted Stock may not be registered under the federal or any state securities laws and that in that event, in addition to the other restrictions on the Shares, they will not be able to be transferred unless an exemption from registration is available or the Shares are registered. By making this award of Restricted Stock, the Company is not undertaking any obligation to register the Restricted Stock under any federal or state securities laws.

Grantee's Initials: \_\_\_\_\_

**4. No Right to Continued Employment or Additional Grants**

Nothing in this Agreement or the Plan shall be interpreted or construed to confer upon Grantee any right with respect to continuance of employment by the Company or a subsidiary, nor shall this Agreement or the Plan interfere in any way with the right of the Company or a Subsidiary to terminate Grantee's employment at any time. The Plan may be terminated at any time, and even if the Plan is not terminated, Grantee shall not be entitled to any additional awards under the Plan.

**5. Taxes and Withholding**

Grantee shall be responsible for all federal, state, and local income taxes payable with respect to this award of Restricted Stock and dividends paid on unvested Restricted Stock. Grantee shall have the right to make such elections under the Internal Revenue Code of 1986, as amended, as are available in connection with this award of Restricted Stock. The Company and Grantee agree to report the value of the Restricted Stock in a consistent manner for federal income tax purposes. The Company shall have the right to retain and withhold from any payment of Restricted Stock or cash the amount of taxes required by any government to be withheld or otherwise deducted and paid with respect to such payment. At its discretion, the Company may require Grantee to reimburse the Company for any such taxes required to be withheld and may withhold any distribution in whole or in part until the Company is so reimbursed. In lieu thereof, the Company shall have the right to withhold from any other cash amounts due to Grantee an amount equal to such taxes required to be withheld or withhold and cancel (in whole or in part) a number of shares of Restricted Stock having a market value not less than the amount of such taxes.

**6. Grantee Bound by the Plan**

Grantee hereby acknowledges receipt of a copy of the Plan and the prospectus for the Plan, and agrees to be bound by all the terms and provisions thereof.

**7. Modification of Agreement**

This Agreement may be modified, amended, suspended, or terminated, and any terms or conditions may be waived, but only by a written instrument executed by the parties hereto.

**8. Severability**

Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.

Grantee's Initials: \_\_\_\_\_

**9. Governing Law**

The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the state of Delaware without giving effect to the conflicts of laws principles thereof.

**10. Successors in Interest**

This Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns, whether by merger, consolidation, reorganization, sale of assets, or otherwise. This Agreement shall inure to the benefit of Grantee's legal representatives. All obligations imposed upon Grantee and all rights granted to the Company under this Agreement shall be final, binding, and conclusive upon Grantee's heirs, executors, administrators, and successors.

**11. Resolution of Disputes**

Any dispute or disagreement which may arise under, or as a result of, or in any way relate to the interpretation, construction, or application of this Agreement shall be determined by the Committee. Any determination made hereunder shall be final, binding, and conclusive on Grantee and the Company for all purposes.

**12. Pronouns; Including**

Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural. Wherever used in this Agreement, the term "including" means "including, without limitation."

Grantee's Initials: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ATTEST:

ACUITY BRANDS, INC.

\_\_\_\_\_

Helen D. Haines, Secretary

By: \_\_\_\_\_

Vernon J. Nagel,  
Chairman, President, and  
Chief Executive Officer

GRANTEE:

\_\_\_\_\_

Grantee

Grantee's Initials: \_\_\_\_\_





**EXHIBIT B  
TO ACUITY BRANDS, INC.  
LONG-TERM INCENTIVE PLAN  
RESTRICTED STOCK AWARD AGREEMENT**

**NON-RECRUITMENT COVENANT**

**1. DEFINITIONS**

The following terms used in this Exhibit "B" shall have the following meanings:

(A) "Person" means any individual, firm, partnership, association, corporation, limited liability entity, trust, venture or other business organization, entity or enterprise;

(B) "Restricted Period" means a period of one (1) year following Voluntary Termination of the Grantee's employment with the Company.

**2. NON-RECRUITMENT COVENANT**

During the Restricted Period, the Grantee will not, directly or indirectly, for himself or on behalf of any other Person, solicit, induce, persuade, or encourage, or attempt to solicit, induce, persuade, or encourage, any management-level employee of the Company or the Company's business unit in which the Grantee was employed (if applicable) to terminate such employee's position with Acuity Brands, whether or not such employee is a full-time or temporary employee of Acuity Brands and whether or not such employment is pursuant to a written agreement, for a determined period or at will.

**3. SEPARABILITY**

The Grantee acknowledges that the foregoing covenant, as well as each of those covenants set forth in Exhibits A and C to the Agreement, is a separate and distinct obligation of the Grantee and is deemed to be separable from the remaining covenants. If any of the provisions of any other such covenant should ever be held invalid, the foregoing covenant shall not be affected thereby and shall remain in full force and effect.

Grantee's Initials: \_\_\_\_\_

**EXHIBIT C  
TO ACUITY BRANDS, INC.  
LONG-TERM INCENTIVE PLAN  
RESTRICTED STOCK AWARD AGREEMENT**

**NON-DISCLOSURE COVENANT**

**1. DEFINITIONS**

The following terms used in this Exhibit "C" shall have the following meanings:

(A) "Trade Secrets" means information, without regard to form, relating to the Company's business which is not commonly known by or available to the public and which derives economic value, actual or potential, from not being generally known to other persons and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality, including, but not limited to, technical or nontechnical data, formulae, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, or lists of actual or potential customers or suppliers.

(B) "Confidential Information" means information of the Company which is non-public, proprietary and confidential in nature but is not a Trade Secret.

(C) "Person" means any individual, firm, partnership, association, corporation, limited liability entity, trust, venture or other business organization, entity or enterprise;

(D) "Restricted Period" means a period of one (1) year following Voluntary Termination of the Grantee's employment with the Company.

**2. NON-DISCLOSURE COVENANT**

The Grantee will not, directly or indirectly, for himself or on behalf of any other Person, use for the Grantee's own benefit or disclose to any other party, any Trade Secrets or Confidential Information of the Company. The foregoing confidentiality obligations shall continue (A) with respect to all Trade Secrets, at all times so long as such Trade Secrets constitute trade secrets under applicable law, and (B) with respect to all Confidential Information, at all times during the Restricted Period.

Grantee's Initials: \_\_\_\_\_

3. **SEPARABILITY**

The Grantee acknowledges that the foregoing covenant, as well as each of those covenants set forth in Exhibits A and B to the Agreement, is a separate and distinct obligation of the Grantee and is deemed to be separable from the remaining covenants. If any of the provisions of any other such covenant should ever be held invalid, the foregoing covenant shall not be affected thereby and shall remain in full force and effect.

Grantee's Initials: \_\_\_\_\_