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UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-Q

(Mark One)

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

For the quarterly period ended November 30, 2021.

OR

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

For the transition period from to .

Commission file number 001-16583.

ACUITY BRANDS, INC.
(Exact name of registrant as specified in its charter)

Delaware	**58-2632672**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification Number)*

1170 Peachtree Street, N.E., Suite 2300, Atlanta, Georgia 30309-7676
(Address of principal executive offices)

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

None
(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol	Name of each exchange on which registered
Common stock, $0.01 par value per share	AYI	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☑	Accelerated filer	☐	Non-accelerated filer	☐
Smaller reporting company	☐	Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☑

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Common stock — $0.01 par value — 35,018,213 shares as of January 3, 2022.

ACUITY BRANDS, INC.

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PART I. FINANCIAL INFORMATION

Item 1. *Financial Statements*

ACUITY BRANDS, INC.
CONSOLIDATED BALANCE SHEETS
(In millions, except share data)

	November 30, 2021 (unaudited)	August 31, 2021
ASSETS		
Current assets:		
Cash and cash equivalents	$ 504.0	$ 491.3
Accounts receivable, less reserve for doubtful accounts of $1.0 and $1.2, respectively	529.3	571.8
Inventories	439.7	398.7
Prepayments and other current assets	126.9	82.5
Total current assets	1,599.9	1,544.3
Property, plant, and equipment, net	261.0	269.1
Operating lease right-of-use assets	54.7	58.0
Goodwill	1,091.0	1,094.7
Intangible assets, net	561.8	573.2
Deferred income taxes	1.9	1.9
Other long-term assets	35.3	33.9
Total assets	$ 3,605.6	$ 3,575.1
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 409.3	$ 391.5
Current operating lease liabilities	15.6	15.9
Accrued compensation	67.7	95.3
Other accrued liabilities	202.6	189.5
Total current liabilities	695.2	692.2
Long-term debt	494.5	494.3
Long-term operating lease liabilities	44.0	46.7
Accrued pension liabilities	52.8	60.2
Deferred income taxes	100.6	101.0
Other long-term liabilities	145.6	136.2
Total liabilities	1,532.7	1,530.6
Commitments and contingencies (see *Commitments and Contingencies* footnote)		
Stockholders' equity:		
Preferred stock, $0.01 par value; 50,000,000 shares authorized; none issued	—	—
Common stock, $0.01 par value; 500,000,000 shares authorized; 54,180,355 and 54,018,978 issued, respectively	0.5	0.5
Paid-in capital	1,004.6	995.6
Retained earnings	2,893.2	2,810.3
Accumulated other comprehensive loss	(108.9)	(98.2)
Treasury stock, at cost, of 19,127,037 and 18,826,611 shares, respectively	(1,716.5)	(1,663.7)
Total stockholders' equity	2,072.9	2,044.5
Total liabilities and stockholders' equity	$ 3,605.6	$ 3,575.1

The accompanying *Notes to Consolidated Financial Statements* are an integral part of these statements.

ACUITY BRANDS, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (Unaudited)
(In millions, except per-share data)

	Three Months Ended	
	November 30, 2021	November 30, 2020
Net sales	$ 926.1	$ 792.0
Cost of products sold	540.3	459.6
Gross profit	385.8	332.4
Selling, distribution, and administrative expenses	270.7	246.0
Special charges	—	0.7
Operating profit	115.1	85.7
Other expense:		
Interest expense, net	5.9	4.9
Miscellaneous expense, net	0.3	1.6
Total other expense	6.2	6.5
Income before income taxes	108.9	79.2
Income tax expense	21.3	19.6
Net income	$ 87.6	$ 59.6
Earnings per share:		
Basic earnings per share	$ 2.50	$ 1.58
Basic weighted average number of shares outstanding	35.1	37.6
Diluted earnings per share	$ 2.46	$ 1.57
Diluted weighted average number of shares outstanding	35.5	37.8
Dividends declared per share	$ 0.13	$ 0.13
Comprehensive income:		
Net income	$ 87.6	$ 59.6
Other comprehensive income (loss) items:		
Foreign currency translation adjustments	(11.9)	4.6
Defined benefit plans, net of tax	1.2	1.6
Other comprehensive (loss) income items, net of tax	(10.7)	6.2
Comprehensive income	$ 76.9	$ 65.8

The accompanying *Notes to Consolidated Financial Statements* are an integral part of these statements.

ACUITY BRANDS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS (Unaudited)
(In millions)

	Three Months Ended	
	November 30, 2021	November 30, 2020
Cash flows from operating activities:		
Net income	$ 87.6	$ 59.6
Adjustments to reconcile net income to net cash flows from operating activities:		
Depreciation and amortization	24.3	25.0
Share-based payment expense	7.6	7.7
Asset impairment	—	4.0
Changes in operating assets and liabilities, net of acquisitions:		
Accounts receivable	40.2	56.3
Inventories	(41.3)	4.1
Prepayments and other current assets	(47.7)	(20.3)
Accounts payable	17.7	(9.2)
Other	(4.7)	(3.3)
Net cash provided by operating activities	83.7	123.9
Cash flows from investing activities:		
Purchases of property, plant, and equipment	(9.3)	(11.4)
Proceeds from sale of property, plant, and equipment	—	0.4
Other investing activities	0.3	(3.1)
Net cash used for investing activities	(9.0)	(14.1)
Cash flows from financing activities:		
Issuance of long-term debt	—	493.9
Repayments of long-term debt	—	(395.1)
Repurchases of common stock	(56.3)	(255.2)
Proceeds from stock option exercises and other	8.6	0.3
Payments of taxes withheld on net settlement of equity awards	(6.7)	(3.0)
Dividends paid	(4.7)	(5.0)
Net cash used for financing activities	(59.1)	(164.1)
Effect of exchange rate changes on cash and cash equivalents	(2.9)	0.6
Net change in cash and cash equivalents	12.7	(53.7)
Cash and cash equivalents at beginning of period	491.3	560.7
Cash and cash equivalents at end of period	$ 504.0	$ 507.0
Supplemental cash flow information:		
Income taxes paid during the period	$ 28.3	$ 9.3
Interest paid during the period	$ 13.3	$ 15.1

The accompanying *Notes to Consolidated Financial Statements* are an integral part of these statements.

Note 1 — Description of Business and Basis of Presentation

Acuity Brands, Inc. (referred to herein as “we,” “our,” “us,” the “Company,” or similar references) is a market-leading industrial technology company. We use technology to solve problems in spaces and light. Through our two business segments, Acuity Brands Lighting and Lighting Controls (“ABL”) and the Intelligent Spaces Group (“ISG”), we design, manufacture, and bring to market products and services that make the world more brilliant, productive, and connected. We achieve growth through the development of innovative new products and services, including lighting, lighting controls, building management systems, and location-aware applications.

ABL Segment

ABL's portfolio of lighting solutions includes commercial, architectural, and specialty lighting in addition to lighting controls and components that can be combined to create integrated lighting controls systems. We offer devices such as luminaires that predominantly utilize light emitting diode (“LED”) technology designed to optimize energy efficiency and comfort for various indoor and outdoor applications. ABL's' portfolio of products includes but is not limited to the following brands: Lithonia Lighting®, Holophane®, Peerless®, Gotham®, Mark Architectural Lighting™, Winona® Lighting, Juno®, Indy™, Aculux™, Healthcare Lighting®, Hydrel®, American Electric Lighting®, Sunoptics®, eldoLED®, nLight®, Sensor Switch®, IOTA®, A-Light™, Cyclone™, Eureka®, Lumniaire LED™, Luminis®, Dark to Light®, and RELOC® Wiring Solutions.

Principal customers of ABL include electrical distributors, retail home improvement centers, electric utilities, national accounts, digital retailers, lighting showrooms, and energy service companies located in North America and select international markets serving new construction, renovation and retrofit, and maintenance and repair applications. ABL's lighting and lighting controls solutions are sold primarily through a network of independent sales agencies that cover specific geographic areas and market channels, by internal sales representatives, through consumer retail channels, and directly to large corporate accounts. Products are delivered directly from our manufacturing facilities or through a network of distribution centers, regional warehouses, and commercial warehouses using both common carriers and a company-managed truck fleet. To serve international customers, the sales forces utilize a variety of distribution methods to meet specific individual customer or country requirements.

ABL comprised approximately 95% of consolidated revenues during the three months ended November 30, 2021 and 2020.

ISG Segment

ISG delivers products and services that make spaces smarter, safer, and greener. ISG offers building management systems and location-aware applications and sells predominantly to system integrators. Our building management system includes products for controlling heating, ventilation, and air conditioning (“HVAC”), lighting, shades, and building access that deliver end-to-end optimization of those building systems. Atrius™, our intelligent building platform, enhances the occupant experience, improves building system management, and automates labor intensive tasks while delivering operational energy efficiency and cost reductions. Through a connected and converged building system architecture, our platform delivers different applications, allows clients to upgrade over time with natural refresh cycles, and deploys new capability through both software and hardware updates. Customers of ISG primarily include system integrators as well as retail stores, airports, and enterprise campuses throughout North America and select international locations. ISG products and solutions are marketed under numerous brand names, including but not limited to Distech Controls®, Atrius™, and Rockpile Ventures.

ISG comprised approximately 5% of consolidated revenues during the three months ended November 30, 2021 and 2020.

We have prepared the *Consolidated Financial Statements* in accordance with U.S. generally accepted accounting principles (“U.S. GAAP”) to present the financial position, results of operations, and cash flows of Acuity Brands, Inc. and its wholly-owned subsidiaries.

These unaudited interim consolidated financial statements reflect all normal and recurring adjustments that are, in the opinion of management, necessary to present fairly our consolidated financial position as of November 30, 2021, our consolidated comprehensive income for the three months ended November 30, 2021 and 2020, and our consolidated cash flows for the three months ended November 30, 2021 and 2020. Certain information and footnote disclosures normally included in our annual financial statements prepared in accordance with U.S. GAAP have been condensed or omitted. However, we believe that the disclosures included herein are adequate to make the information presented not misleading. These financial statements should be read in conjunction with the audited consolidated financial statements as of and for the three years ended August 31, 2021 and notes thereto included in our Annual Report on Form 10-K filed with the Securities and Exchange Commission (the “SEC”) on October 27, 2021 (File No. 001-16583) (“Form 10-K”).

The results of operations for the three months ended November 30, 2021 are not necessarily indicative of the results to be expected for the full fiscal 2022 year due primarily to continued uncertainty of general economic conditions that may impact our key end markets for the remainder of fiscal 2022, seasonality, and the impact of any acquisitions, among other reasons. Additionally, we are uncertain of the future impact of the ongoing COVID-19 pandemic or recovery of prior deterioration in economic conditions to our sales channels, supply chain, manufacturing, and distribution as well as overall construction, renovation, and consumer spending.

Note 2 — Significant Accounting Policies

Use of Estimates

The preparation of financial statements and related disclosures in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expense during the reporting period. Actual results could differ from those estimates.

Reclassifications

We have recast prior period segment and disaggregated revenue information to conform to the current year presentation. See *Segment Information* footnote of the *Notes to Consolidated Financial Statements* for further details. No other material reclassifications occurred during the current period.

Note 3 — Acquisitions

The following discussion relates to fiscal 2021 acquisitions. There were no acquisitions during fiscal 2022.

Fiscal 2021 Acquisition

ams OSRAM's North American Digital Systems Business

On July 1, 2021, using cash on hand, we acquired certain assets and liabilities of ams OSRAM’s North American Digital Systems business (“OSRAM DS”). This acquisition is intended to enhance our LED driver and controls technology portfolio and accelerate our innovation, expand our access to market through a more fulsome original equipment manufacturer (“OEM”) product offering, and give us more control over our supply chain.

Rockpile Ventures

On May 18, 2021, using cash on hand, we acquired all of the equity interests of Rockpile Ventures, an accelerator of edge artificial intelligence (“AI”) startups. Rockpile Ventures helps early-stage artificial intelligence companies drive co-engineering and co-selling partnerships with major cloud ecosystems, enabling faster adoption from proof-of-concept trials to market scale.

Accounting for Acquisitions

We accounted for the acquisitions of Rockpile Ventures and OSRAM DS in accordance with Accounting Standards Codification (“ASC”) Topic 805, *Business Combinations* (“ASC 805”). Acquired assets and liabilities were recorded at their estimated acquisition-date fair values, and acquisition-related costs were expensed as incurred. The aggregate purchase price of these acquisitions reflects preliminary goodwill of $10.0 million and definite-lived customer-based intangible assets of $6.1 million, which have a preliminary useful life of approximately 11 years. Goodwill recognized from these acquisitions is comprised primarily of expected synergies from obtaining more control over our supply chain and technology, combining the operations of the acquired business with our operations, and acquiring the associated trained workforce. As of November 30, 2021, goodwill from these acquisitions totaling $6.9 million is expected to be tax deductible. Amounts recognized for these acquisitions are deemed to be provisional until disclosed otherwise, as we continue to gather information related to the identification and valuation of acquired assets and liabilities, including but not limited to, acquired interests in technology startups, tax-related items, final net working capital purchase adjustments, if any, and the residual impacts on the valuation of intangible assets.

Note 4 — New Accounting Pronouncements

Accounting Standards Adopted in Fiscal 2022

Accounting Standards Update ("ASU") 2019-12, *Simplifying the Accounting for Income Taxes* ("ASU 2019-12")

In December 2019, the Financial Accounting Standards Board ("FASB") issued ASU 2019-12, which simplifies the accounting for income taxes, eliminates certain exceptions within ASC Topic 740, *Income Taxes*, and clarifies certain aspects of the current guidance to promote consistency among reporting entities. ASU 2019-12 is effective for fiscal years beginning after December 15, 2020, or our fiscal 2022. Most amendments within the standard are required to be applied on a prospective basis, while certain amendments must be applied on a retrospective or modified retrospective basis. We adopted ASU 2019-11 as of September 1, 2021 as required by the standard. This standard did not have a material effect on our financial condition, results of operations, or cash flows.

Accounting Standards Yet to Be Adopted

ASU 2021-08, *Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers* ("ASU 2021-08")

In October 2021, the FASB issued ASU 2021-08, which requires companies to recognize and measure contract assets and contract liabilities acquired in a business combination as if the acquiring company originated the related revenue contracts. ASU 2021-08 is effective for fiscal years beginning after December 15, 2022, or our fiscal 2024, with early adoption permitted. We are currently assessing the impacts of ASU 2021-08 to determine whether we will adopt early or in fiscal 2024. Amendments within the standard are required to be applied on a prospective basis from the date of adoption. We will apply the provisions of ASU 2021-08 after adoption to future acquisitions, if any.

All other newly issued accounting pronouncements not yet effective have been deemed either immaterial or not applicable.

Note 5 — Fair Value Measurements

We determine fair value measurements based on the assumptions a market participant would use in pricing an asset or liability. ASC Topic 820, *Fair Value Measurement* ("ASC 820"), establishes a three level hierarchy that distinguishes between market participant assumptions based on (i) unadjusted quoted prices for identical assets or liabilities in an active market (Level 1), (ii) quoted prices in markets that are not active or inputs that are observable either directly or indirectly for substantially the full term of the asset or liability (Level 2), and (iii) prices or valuation techniques that require inputs that are both unobservable and significant to the overall fair value measurement (Level 3).

We utilize valuation methodologies to determine the fair values of our financial assets and liabilities in conformity with the concepts of "exit price" and the fair value hierarchy as prescribed in ASC 820. All valuation methods and assumptions are validated at least quarterly to ensure the accuracy and relevance of the fair values. There were no material changes to the valuation methods or assumptions used to determine fair values during the current period. No transfers between the levels of the fair value hierarchy occurred during the current fiscal period. In the event of a transfer in or out of a level within the fair value hierarchy, the transfers would be recognized on the date of occurrence.

Financial Instruments Recorded at Fair Value

We used quoted market prices to determine the fair value of Level 1 assets and liabilities. Our cash and cash equivalents (Level 1), which are required to be carried at fair value and measured on a recurring basis, were $504.0 million and $491.3 million as of November 30, 2021 and August 31, 2021, respectively.

We hold a small number of investments in equity and debt financial instruments totaling $8.8 million and $5.3 million as of November 30, 2021 and August 31, 2021, respectively. We generally account for these investments at fair value on a recurring basis. Changes in the fair values of these financial instruments during the three months ended November 30, 2021 and November 30, 2020 were de minimis.

Our strategic equity investments represent less than a 20% ownership interest in each of the privately-held entities, and we do not exercise significant influence or control any of the entities. Certain of these investments do not have readily determinable fair value. We have elected the practical expedient in ASC Topic 321, *Investments—Equity Securities*, to measure these investments at cost less any impairment adjusted for observable price changes, if any. During the first quarter of fiscal 2021, we recorded an impairment charge of $4.0 million for one of these investments as a recapitalization of the underlying company diluted our holding value. This impairment is reflected in *Miscellaneous expense, net* for the three months ended November 30, 2020 within our *Consolidated Statements of Comprehensive Income.*

Disclosures of Fair Value of Financial Instruments

Disclosures of fair value information about financial instruments, for which it is practicable to estimate that value, are required each reporting period in addition to any financial instruments carried at fair value on a recurring basis as prescribed by ASC Topic 825, *Financial Instruments* ("ASC 825"). In cases where quoted market prices are not available, fair values are based on estimates using present value or other valuation techniques. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows.

Our senior unsecured public notes are carried at the outstanding balance, net of unamortized bond discount and deferred costs, as of the end of the reporting period. Fair value is estimated based on discounted future cash flows using rates currently available for debt of similar terms and maturity (Level 2). The estimated fair value of our senior unsecured public notes was $488.9 million and $496.5 million as of November 30, 2021 and August 31, 2021, respectively. See *Debt and Lines of Credit* footnote for further details on our long-term borrowings.

ASC 825 excludes certain financial instruments and all nonfinancial instruments from its disclosure requirements. Accordingly, the aggregate fair value amounts presented do not represent the underlying value to us. In many cases, the fair value estimates cannot be substantiated by comparison to independent markets, nor can the disclosed value be realized in immediate settlement of the instruments. In evaluating our management of liquidity and other risks, the fair values of all assets and liabilities should be taken into consideration, not only those presented above.

Note 6 — Inventories

Inventories include materials, labor, inbound freight, and related manufacturing overhead; are stated at the lower of cost (on a first-in, first-out or average cost basis) and net realizable value; and consist of the following as of the dates presented (in millions):

	November 30, 2021	August 31, 2021
Raw materials, supplies, and work in process [(1)]	$ 228.9	$ 209.5
Finished goods	251.5	227.2
Inventories excluding reserves	480.4	436.7
Less: Reserves	(40.7)	(38.0)
Total inventories	$ 439.7	$ 398.7

[(1)] Due to the immaterial amount of estimated work in process and the short lead times for the conversion of raw materials to finished goods, we do not believe the segregation of raw materials and work in process is meaningful information.

We review inventory quantities on hand and record a provision for excess or obsolete inventory primarily based on estimated future demand and current market conditions. A significant change in customer demand or market conditions could render certain inventory obsolete and could have a material adverse impact on our operating results in the period the change occurs.

Note 7 — Property, Plant, and Equipment

Property, plant, and equipment consist of the following as of the dates presented (in millions):

	November 30, 2021	August 31, 2021
Land	$ 22.1	$ 22.4
Buildings and leasehold improvements	198.0	198.0
Machinery and equipment	626.1	624.9
Total property, plant, and equipment, at cost	846.2	845.3
Less: Accumulated depreciation and amortization	(585.2)	(576.2)
Property, plant, and equipment, net	$ 261.0	$ 269.1

As of November 30, 2021 and August 31, 2021, we classified as held for sale one building with a total carrying value of $6.6 million within *Prepayments and other current assets* on the *Consolidated Balance Sheets*. At each balance sheet date, we concluded the fair value less costs to sell exceeded the carrying value of each of these assets.

Note 8 — Goodwill and Intangible Assets

Through multiple acquisitions, we acquired definite-lived intangible assets consisting primarily of customer relationships, patented technology, distribution networks, and trademarks and trade names associated with specific products, which are amortized over their estimated useful lives. Indefinite-lived intangible assets consist of trade names that are expected to generate cash flows indefinitely.

We recorded amortization expense for definite-lived intangible assets of $10.3 million and $10.1 million during the three months ended November 30, 2021 and 2020, respectively. Amortization expense is generally recorded on a straight-line basis and is expected to be approximately $41.2 million in fiscal 2022, $40.5 million in fiscal 2023, $40.0 million in fiscal 2024, $31.9 million in fiscal 2025, and $29.1 million in fiscal 2026.

The following table summarizes the changes in the carrying amount of goodwill by segment during the periods presented (in millions):

	ABL	ISG	Total
Balance as of August 31, 2021	$ 1,022.2	$ 72.5	$ 1,094.7
Foreign currency translation adjustments	(3.0)	(0.7)	(3.7)
Balance as of November 30, 2021	$ 1,019.2	$ 71.8	$ 1,091.0

	ABL	ISG	Total
Balance as of August 31, 2020	$ 1,012.6	$ 67.4	$ 1,080.0
Foreign currency translation adjustments	0.4	0.2	0.6
Balance as of November 30, 2020	$ 1,013.0	$ 67.6	$ 1,080.6

Further discussion of goodwill and other intangible assets is included within the *Significant Accounting Policies* footnote of the *Notes to Consolidated Financial Statements* within our Form 10-K.

Note 9 — Other Current Liabilities

Other current liabilities consist of the following as of the dates presented (in millions):

	November 30, 2021	August 31, 2021
Customer incentive programs[1]	$ 40.4	$ 33.9
Refunds to customers[1]	26.3	28.1
Current deferred revenues[1]	8.9	7.7
Sales commissions	25.6	28.9
Freight costs	16.7	17.5
Warranty and recall costs[2]	16.3	16.8
Tax-related items[3]	5.7	11.7
Interest on long-term debt[4]	5.0	2.4
Other[5]	57.7	42.4
Total other current liabilities	$ 202.6	$ 189.4

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(1) Refer to the *Revenue Recognition* footnote of the *Notes to Consolidated Financial Statements* within our Form 10-K for additional information.
(2) Refer to the *Commitments and Contingencies* footnote of the *Notes to Consolidated Financial Statements* for additional information.
(3) Includes accruals for income, property, sales and use, and value added taxes.
(4) Refer to the *Debt and Lines of Credit* footnote of the *Notes to Consolidated Financial Statements* for additional information.
(5) Includes an accrual of $15.8 million as of November 30, 2021, related to the securities class action matter. Refer to the *Commitments and Contingencies* footnote of the *Notes to Consolidated Financial Statements* for additional information.

Note 10 — Debt and Lines of Credit

Long-term Debt

On November 10, 2020, Acuity Brands Lighting, Inc. issued $500.0 million aggregate principal amount of 2.150% senior unsecured notes due December 15, 2030 (the "Unsecured Notes"). The Unsecured Notes bear interest at a rate of 2.150% per annum and were issued at a price equal to 99.737% of their face value. Interest on the Unsecured Notes is paid semi-annually in arrears on June 15 and December 15 of each year. The Unsecured Notes are fully and unconditionally guaranteed on a senior unsecured basis by Acuity Brands, Inc. and ABL IP Holding LLC, a wholly-owned subsidiary of Acuity Brands, Inc. We recorded $4.8 million of deferred issuance costs related to the Unsecured Notes as a direct deduction from the face amount of the Unsecured Notes. These issuance costs are amortized over the 10-year term of the Unsecured Notes. As of November 30, 2021, the balance of the Unsecured Notes net of unamortized discount and deferred issuance costs was $494.5 million.

Lines of Credit

On June 29, 2018, we entered into a credit agreement (the “Credit Agreement”) with a syndicate of banks that provides us with a $400.0 million five-year unsecured revolving credit facility (the “Revolving Credit Facility”). We had no borrowings outstanding under the Revolving Credit Facility as of November 30, 2021 or August 31, 2021. The Credit Agreement expires in June 2023, and we plan to enter into a new agreement prior to this expiration.

Generally, amounts outstanding under the Revolving Credit Facility allow for borrowings to bear interest at either the Eurocurrency Rate or the base rate at our option, plus an applicable margin. Eurocurrency Rate advances can be denominated in a variety of currencies, including U.S. Dollars, and amounts outstanding bear interest at a periodic fixed rate equal to the London Inter-Bank Offered Rate (“LIBOR”) or screen rate for the applicable currency plus an applicable margin. The Eurocurrency Rate applicable margin is based on our leverage ratio, as defined in the Credit Agreement, with such margin ranging from 1.000% to 1.375%. Base rate advances bear interest at an alternate base rate plus an applicable margin. The base rate applicable margin is based on our leverage ratio with such margin ranging from 0.000% to 0.375%.

On July 27, 2017, the U.K. Financial Conduct Authority, which regulates LIBOR, announced that it will phase out rates for the calculation of LIBOR. As a result of this change, certain LIBOR tenors and currencies were eliminated on December 31, 2021 with all other tenors and currencies of LIBOR anticipated to be eliminated on June 30, 2023.

We are required to pay certain fees in connection with the Credit Agreement, including administrative service fees and an annual facility fee. The annual facility fee is payable quarterly, in arrears, and is determined by our leverage ratio. The annual facility fee ranges from 0.125% to 0.250% of the aggregate $400.0 million commitment of the lenders under the Credit Agreement. The Credit Agreement contains financial covenants, including a minimum interest expense coverage ratio ("Minimum Interest Expense Coverage Ratio") and a leverage ratio ("Maximum Leverage Ratio") of total indebtedness to earnings before interest, tax, depreciation, and amortization ("EBITDA"), as such terms are defined in the Credit Agreement. These ratios are computed at the end of each fiscal quarter for the most recent 12-month period. The Credit Agreement generally allows for a Minimum Interest Expense Coverage Ratio of 2.50 and a Maximum Leverage Ratio of 3.50, subject to certain conditions.

We were in compliance with all financial covenants under the Credit Agreement as of November 30, 2021. As of November 30, 2021, we had outstanding letters of credit totaling $4.1 million, primarily for securing collateral requirements under our casualty insurance programs. At November 30, 2021, we had additional borrowing capacity under the Credit Agreement of $395.9 million under the most restrictive covenant in effect at the time, which represents the full amount of the Revolving Credit Facility less the outstanding letters of credit of $4.1 million issued under the Revolving Credit Facility.

Borrowings and repayments on our Revolving Credit Facility with terms of three months or less are reported on a net basis on our *Consolidated Statements of Cash Flows*.

Interest Expense, net

Interest expense, net, is comprised primarily of interest expense on long-term debt, line of credit borrowings, and loans that are secured by and presented net of company-owned life insurance policies on our *Consolidated Balance Sheets*. Interest expense is partially offset by interest income earned on cash and cash equivalents.

The following table summarizes the components of interest expense, net for the periods presented (in millions):

	Three Months Ended	
	November 30, 2021	November 30, 2020
Interest expense	$ 6.2	$ 5.1
Interest income	(0.3)	(0.2)
Interest expense, net	$ 5.9	$ 4.9

Note 11 — Commitments and Contingencies

In the normal course of business, we are subject to the effects of certain contractual stipulations, events, transactions, and laws and regulations that may, at times, require the recognition of liabilities, such as those related to self-insurance estimated liabilities and claims, legal and contractual issues, environmental laws and regulations, guarantees, and indemnities. We establish estimated liabilities when the associated costs related to uncertainties or guarantees become probable and can be reasonably estimated. For the period ended November 30, 2021, no material changes have occurred in our estimated liabilities for self-insurance, litigation, environmental matters, guarantees and indemnities, or relevant events and circumstances, from those disclosed in the *Commitments and Contingencies* footnote of the *Notes to Consolidated Financial Statements* within our Form 10-K other than the items discussed below.

Product Warranty and Recall Costs

Our products generally have a standard warranty term of five years that assure our products comply with agreed upon specifications. We record an accrual for the estimated amount of future warranty costs when the related revenue is recognized. Estimated costs related to product recalls based on a formal campaign soliciting repair or return of that product are accrued when they are deemed to be probable and can be reasonably estimated. Estimated future warranty and recall costs are primarily based on historical experience of identified warranty and recall claims. However, there can be no assurance that future warranty or recall costs will not exceed historical amounts or that new technology products may not generate unexpected costs. If actual future warranty or recall costs exceed historical amounts, additional increases in the accrual may be required, which could have a material adverse impact on our results of operations and cash flows.

Estimated liabilities for product warranty and recall costs are included in *Other accrued liabilities* and *Other long-term liabilities* on the *Consolidated Balance Sheets* based upon when we expect to settle the incurred warranty. The following table summarizes changes in the estimated liabilities for product warranty and recall costs during the periods presented (in millions):

	Three Months Ended	
	November 30, 2021	November 30, 2020
Beginning balance	$ 20.3	$ 16.1
Warranty and recall costs	4.4	6.6
Payments and other deductions	(4.5)	(5.9)
Ending balance	$ 20.2	$ 16.8

Securities Class Action

On October 5, 2021, the parties to the shareholder class action litigation previously disclosed (and further described below) executed a term sheet for settlement of the litigation, subject to documentation of the settlement and approval of the District Court after notice to class members. On December 2, 2021, the lead plaintiff in the case filed an unopposed motion seeking preliminary approval of the settlement which attaches the settlement stipulation and exhibits thereto. If the settlement is approved, we expect that the agreed-upon settlement payment of $15.8 million will be funded entirely by applicable Directors and Officers liability insurance. As such, we do not anticipate a significant net loss or cash outflow as a result of the settlement of this matter. As of November 30, 2021, we reflected a liability for the settlement amount within *Other current liabilities* and a corresponding receivable for the offsetting insurance proceeds within *Prepayments and other current assets* on the *Consolidated Balance Sheets*.

The case was originally filed on January 3, 2018, in the United States District Court for the District of Delaware against the Company and certain of our officers on behalf of all persons who purchased or otherwise acquired our stock between June 29, 2016 and April 3, 2017. On February 20, 2018, a different shareholder filed a second class action complaint in the same venue against the same parties on behalf of all persons who purchased or otherwise acquired our stock between October 15, 2015 and April 3, 2017. The cases were transferred on April 30, 2018, to the United States District Court for the Northern District of Georgia and subsequently were consolidated as In re Acuity Brands, Inc. Securities Litigation, Civil Action No. 1:18-cv-02140-MHC (N.D. Ga.). On October 5, 2018, the court-appointed lead plaintiff filed a consolidated amended class action complaint (the “Consolidated Complaint”), which supersedes the initial complaints. The Consolidated Complaint is brought on behalf of all persons who purchased our common stock between October 7, 2015 and April 3, 2017 and alleges that we and certain of our former officers/executives violated the federal securities laws by making false or misleading statements and/or omitting to disclose material adverse facts that (i) concealed known trends negatively impacting sales of our products and (ii) overstated our ability to achieve profitable sales growth. The plaintiffs seek unspecified monetary damages, costs, and attorneys’ fees. We dispute the allegations in the complaints. We filed a motion to dismiss the Consolidated Complaint. On August 12, 2019, the court entered an order granting our motion to dismiss in part and dismissing all claims based on 42 of the 47 statements challenged in the Consolidated Complaint but also denying the motion in part and allowing claims based on five challenged statements to proceed to discovery. The Eleventh Circuit Court of Appeals granted the Company permission to file an interlocutory appeal of the District Court’s class certification order, and the briefing of that appeal has been completed. On October 7, 2021, the Eleventh Circuit Court of Appeals entered an order holding the appeal from the class certification order in abeyance pending a decision from the District Court concerning approval of the proposed settlement.

Shareholder Derivative Complaint

On October 1, 2021, certain alleged shareholders of the Company filed a putative derivative complaint in the United States District Court for the Northern District of Georgia asserting claims against three of the individuals named as defendants in the above securities action for breach of fiduciary duty and certain other claims arising out of the alleged facts and circumstances upon which the claims in the above securities class action are based (the “Derivative Complaint”). The Company is named as a nominal defendant, and the plaintiffs seek on behalf of the Company unspecified damages from the individual defendants and other relief. Prior to filing the Derivative Complaint, the derivative plaintiffs sent letters to the Company’s Board of Directors (the “Board”) demanding that the Company investigate and pursue substantially the same claims against the individual defendants that are asserted in the Derivative Complaint. The Company’s Board formed a demand evaluation committee consisting of independent directors to investigate these matters and make a recommendation to the Board regarding the best interests of the Company in connection therewith. The committee’s work is ongoing. On December 14, 2021, the Company filed a motion to stay the derivative action pending the conclusion of the related securities class action or, in the alternative, to dismiss the derivative action without prejudice as premature, given the demand evaluation committee’s ongoing work. Also on December 14, 2021, the individual defendants filed a motion to dismiss the Derivative Complaint for failure to adequately plead any claim for relief against them.

Estimating an amount or range of possible losses or gains resulting from litigation proceedings is inherently difficult, particularly where the matters involve indeterminate claims for monetary damages and are in the stages of the proceedings where key evidential and legal issues have not been resolved. For these reasons, we are currently unable to predict the ultimate timing or outcome of or reasonably estimate the possible losses or gains or a range of possible losses or gains resulting from the matters described above.

Litigation

We are subject to various other legal claims arising in the normal course of business, including patent infringement, employment matters, and product liability claims. Based on information currently available, it is the opinion of management that the ultimate resolution of pending and threatened legal proceedings will not have a material adverse effect on our financial condition, results of operations, or cash flows. However, in the event of unexpected future developments, it is possible that the ultimate resolution of any such matters, if unfavorable, could have a material adverse effect on our financial condition, results of operations, or cash flows in future periods. We establish estimated liabilities for legal claims when associated costs become probable and can be reasonably estimated. The actual costs of resolving legal claims may be substantially higher than the amounts accrued for such claims. However, we cannot make a meaningful estimate of actual costs to be incurred that could possibly be higher or lower than the accrued amounts.

Note 12 — Changes in Stockholders' Equity

The following tables summarize changes in the components of stockholders' equity for the periods presented (in millions):

	Common Stock Outstanding						
	Shares	Amount	Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock, at cost	Total
Balance, August 31, 2021	35.2	$ 0.5	$ 995.6	$ 2,810.3	$ (98.2)	$ (1,663.7)	$ 2,044.5
Net income	—	—	—	87.6	—	—	87.6
Other comprehensive loss	—	—	—	—	(10.7)	—	(10.7)
Share-based payment amortization, issuances, and cancellations	0.1	—	0.4	—	—	—	0.4
Employee stock purchase plan issuances	—	—	0.6	—	—	—	0.6
Cash dividends of $0.13 per share paid on common stock	—	—	—	(4.7)	—	—	(4.7)
Stock options exercised	0.1	—	8.0	—	—	—	8.0
Repurchases of common stock	(0.3)	—	—	—	—	(52.8)	(52.8)
Balance, November 30, 2021	35.1	$ 0.5	$ 1,004.6	$ 2,893.2	$ (108.9)	$ (1,716.5)	$ 2,072.9

	Common Stock Outstanding						
	Shares	Amount	Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock, at cost	Total
Balance, August 31, 2020	38.9	$ 0.5	$ 963.6	$ 2,523.3	$ (132.7)	$ (1,227.2)	$ 2,127.5
Net income	—	—	—	59.6	—	—	59.6
Other comprehensive income	—	—	—	—	6.2	—	6.2
Cumulative effect of adoption of ASC 326	—	—	—	(0.2)	—	—	(0.2)
Share-based payment amortization, issuances, and cancellations	0.1	—	4.7	—	—	—	4.7
Employee stock purchase plan issuances	—	—	0.3	—	—	—	0.3
Cash dividends of $0.13 per share paid on common stock	—	—	—	(5.0)	—	—	(5.0)
Repurchases of common stock	(2.6)	—	—	—	—	(256.1)	(256.1)
Balance, November 30, 2020	36.4	$ 0.5	$ 968.6	$ 2,577.7	$ (126.5)	$ (1,483.3)	$ 1,937.0

Note 13 — Revenue Recognition

We recognize revenue when we transfer control of goods and services to our customers. Revenue is measured as the amount of consideration we expect to receive in exchange for goods and services and is recognized net of allowances for rebates, sales incentives, product returns, and discounts to customers. Further details regarding revenue recognition are included within the *Revenue Recognition* footnote of the *Notes to Consolidated Financial Statements* within our Form 10-K.

Contract Balances

Our rights related to collections from customers are unconditional and are reflected within *Accounts receivable* on the *Consolidated Balance Sheets*. We do not have any other significant contract assets. Contract liabilities arise when we receive cash or an unconditional right to collect cash prior to the transfer of control of goods or services.

The amount of transaction price from contracts with customers allocated to our contract liabilities consists of the following as of the periods presented (in millions):

	November 30, 2021	August 31, 2021
Current deferred revenues	$ 8.9	$ 7.7
Non-current deferred revenues	55.9	56.7

Current deferred revenues primarily consist of software licenses as well as professional service and sales-type warranty fees collected prior to performing the related service. Current deferred revenues are included within *Other current liabilities* on the *Consolidated Balance Sheets*. These services are expected to be performed within one year from the dates presented. Non-current deferred revenues primarily consist of long-term service-type warranties, which are typically recognized ratably as revenue between five and ten years from the date of sale, and are included within *Other long-term liabilities* on the *Consolidated Balance Sheets.* Revenue recognized from beginning balances of contract liabilities during the three months ended November 30, 2021 totaled $3.1 million.

Unsatisfied performance obligations that do not represent contract liabilities are expected to be satisfied within one year from November 30, 2021 and consist primarily of orders for physical goods that have not yet been shipped.

Disaggregated Revenues

Our ABL segment's lighting and lighting controls are sold primarily through independent sales agents who cover specific geographic areas and market channels, by internal sales representatives, through consumer retail channels, and directly to large corporate accounts. ISG sells predominantly to system integrators. The following table shows revenue from contracts with customers by sales channel and reconciles to our segment information for the periods presented (in millions):

	Three Months Ended	
	November 30, 2021	November 30, 2020
ABL:		
Independent sales network	$ 636.8	$ 559.5
Direct sales network	90.0	80.1
Retail sales	46.9	56.0
Corporate accounts	37.0	22.9
Other	72.9	35.1
Total ABL	883.6	753.6
ISG	46.4	40.8
Eliminations	(3.9)	(2.4)
Total	$ 926.1	$ 792.0

Note 14 — Share-based Payments

We account for share-based payments through the measurement and recognition of compensation expense for share-based payment awards made to employees and directors over the related requisite service period, including stock options, performance stock units, and restricted stock (all part of our equity incentive plan), as well as stock units representing certain deferrals into our director deferred compensation plan or our supplemental deferred savings plan.

The following table presents share-based payment expense for the periods presented (in millions):

	Three Months Ended	
	November 30, 2021	November 30, 2020
Share-based payment expense	$ 7.6	$ 7.7

We recognized excess tax benefits of $4.2 million related to share-based payment awards during the three months ended November 30, 2021.

Further details regarding our share-based payments are included within the *Share-based Payments* footnote of the *Notes to Consolidated Financial Statements* within our Form 10-K.

Note 15 — Pension Plans

We have several pension plans, both qualified and non-qualified, covering certain hourly and salaried employees. Benefits paid under these plans are based generally on employees' years of service and/or compensation during the final years of employment. We make at least the minimum annual contributions to the plans to the extent indicated by actuarial valuations and statutory requirements. Plan assets are invested primarily in fixed income and equity securities.

Service cost of net periodic pension cost is allocated between *Cost of products sold* and *Selling, distribution, and administrative expenses* in the *Consolidated Statements of Comprehensive Income* based on the nature of the employee's services. All other components of net periodic pension cost are included within *Miscellaneous expense, net* in the *Consolidated Statements of Comprehensive Income*. Net periodic pension cost included the following components before tax for the periods presented (in millions):

	Three Months Ended	
	November 30, 2021	November 30, 2020
Service cost	$ 1.2	$ 1.2
Interest cost	1.5	1.6
Expected return on plan assets	(3.4)	(3.3)
Amortization of prior service cost	0.7	0.7
Recognized actuarial loss	0.9	1.4
Net periodic pension cost	$ 0.9	$ 1.6

Further details regarding our pension plans are included within the *Pension and Defined Contribution Plans* footnote of the *Notes to Consolidated Financial Statements* within our Form 10-K.

Note 16 — Earnings Per Share

Basic earnings per share is computed by dividing net earnings available to common stockholders by the weighted average number of common shares outstanding. Diluted earnings per share is computed similarly but reflects the potential dilution that would occur if dilutive options were exercised, all unvested share-based payment awards were vested, and other distributions related to deferred stock agreements were incurred. Common stock equivalents are calculated using the treasury stock method. The dilutive effects of share-based payment awards subject to market and/or performance conditions that were not met during the period are excluded from the computation of diluted earnings per share.

The following table calculates basic earnings per common share and diluted earnings per common share for the periods presented (in millions, except per share data):

	Three Months Ended	
	November 30, 2021	November 30, 2020
Net income	$ 87.6	$ 59.6
Basic weighted average shares outstanding	35.1	37.6
Common stock equivalents	0.4	0.2
Diluted weighted average shares outstanding	35.5	37.8
Basic earnings per share	$ 2.50	$ 1.58
Diluted earnings per share	$ 2.46	$ 1.57

The following table presents stock options, performance stock awards, and restricted stock awards that were excluded from the diluted earnings per share calculation for the periods presented as the effect of inclusion would have been antidilutive (in millions):

	Three Months Ended	
	November 30, 2021	November 30, 2020
Stock options	0.1	1.1
Performance stock awards	— *	—
Restricted stock awards	— *	0.2

* Represents shares of less than 0.1 million.

Further discussion of our share-based payment awards is included within the *Common Stock and Related Matters* and *Share-based Payments* footnotes of the *Notes to Consolidated Financial Statements* within our Form 10-K.

Note 17 — Comprehensive Income

Comprehensive income represents a measure of all changes in equity that result from recognized transactions and other economic events other than transactions with owners in their capacity as owners. Comprehensive income includes our net income as well as other comprehensive income (loss) items. Other comprehensive income (loss) items include foreign currency translation and pension adjustments.

The following table presents the changes in each component of accumulated other comprehensive loss net of tax during the periods presented (in millions):

	Foreign Currency Items	Defined Benefit Pension Plans	Accumulated Other Comprehensive Loss Items
Balance at August 31, 2021	$ (40.2)	$ (58.0)	$ (98.2)
Other comprehensive loss before reclassifications	(11.9)	—	(11.9)
Amounts reclassified from accumulated other comprehensive loss [(1)]	—	1.2	1.2
Net current period other comprehensive (loss) income	(11.9)	1.2	(10.7)
Balance at November 30, 2021	$ (52.1)	$ (56.8)	$ (108.9)

	Foreign Currency Items	Defined Benefit Pension Plans	Accumulated Other Comprehensive Loss Items
Balance at August 31, 2020	$ (53.5)	$ (79.2)	$ (132.7)
Other comprehensive income before reclassifications	4.6	—	4.6
Amounts reclassified from accumulated other comprehensive loss [(1)]	—	1.6	1.6
Net current period other comprehensive income	4.6	1.6	6.2
Balance at November 30, 2020	$ (48.9)	$ (77.6)	$ (126.5)

[(1)] The before tax amounts of the defined benefit pension plan items are included in net periodic pension cost. See the *Pension and Defined Contribution Plans* footnote for additional details.

The following table summarizes the tax expense or benefit allocated to each component of other comprehensive income (loss) for the periods presented (in millions):

	Three Months Ended					
	November 30, 2021			November 30, 2020		
	Before Tax Amount	Tax (Expense) Benefit	Net of Tax Amount	Before Tax Amount	Tax (Expense) Benefit	Net of Tax Amount
Foreign currency translation adjustments	$ (11.9)	$ —	$ (11.9)	$ 4.6	$ —	$ 4.6
Defined benefit pension plans:						
Amortization of defined benefit pension items:						
Prior service cost	0.7	(0.2)	0.5	0.7	(0.2)	0.5
Actuarial losses	0.9	(0.2)	0.7	1.4	(0.3)	1.1
Total defined benefit pension plans, net	1.6	(0.4)	1.2	2.1	(0.5)	1.6
Other comprehensive (loss) income	$ (10.3)	$ (0.4)	$ (10.7)	$ 6.7	$ (0.5)	$ 6.2

Note 18 — Segment Information

During the third quarter of fiscal 2021, we completed a realignment of our operations and structure to better support our business strategy. As a result, beginning in the third quarter of fiscal 2021, we now report our financial results of operations in two reportable segments, ABL and ISG, consistent with how our chief operating decision maker currently evaluates operating results, assesses performance, and allocates resources within the Company. We have recast historical information to conform to the current segment structure.

The accounting policies of our reportable segments are the same as those described in the *Significant Accounting Policies* footnote of the *Notes to Consolidated Financial Statements* within our Form 10-K. Corporate expenses that are primarily administrative in function and benefit the Company on an entity-wide basis are not allocated to our segments. These include expenses related to governance, policy setting, compliance, and certain other shared services functions. Additionally, we do not allocate net interest expense, net miscellaneous expense, special charges, or assets to our segments. Accordingly, this information is not used by the chief operating decision maker to make operating decisions and assess performance and is therefore excluded from our disclosures.

The following table presents financial information by operating segment for the periods presented (in millions):

	ABL	ISG	Corporate	Eliminations[1]	Total
Three Months Ended November 30, 2021:					
Net sales	$ 883.6	$ 46.4	$ —	$ (3.9)	$ 926.1
Operating profit (loss)	128.1	2.0	(15.0)	—	115.1
Depreciation and amortization	20.4	3.6	0.3	—	24.3
Three Months Ended November 30, 2020:					
Net sales	$ 753.6	$ 40.8	$ —	$ (2.4)	$ 792.0
Operating profit (loss)	98.4	(0.1)	(12.6)	—	85.7
Depreciation and amortization	21.1	3.6	0.3	—	25.0

[1] This column represents intersegment sales. Profit on these sales eliminates within gross profit on a consolidated basis.

The following table reconciles operating profit by segment to income before income taxes (in millions):

	Three Months Ended	
	November 30, 2021	November 30, 2020
Operating profit - ABL	$ 128.1	$ 98.4
Operating profit (loss) - ISG	2.0	(0.1)
Unallocated corporate amounts	(15.0)	(12.6)
Operating profit	115.1	85.7
Interest expense, net	5.9	4.9
Miscellaneous expense, net	0.3	1.6
Income before income taxes	$ 108.9	$ 79.2

Item 2. ***Management's Discussion and Analysis of Financial Condition and Results of Operations***

The purpose of this discussion and analysis is to enhance the understanding and evaluation of the results of operations, financial position, cash flows, indebtedness, and other key financial information of Acuity Brands, Inc. (referred to herein as "we," "our," "us," the "Company," or similar references) and its subsidiaries as of November 30, 2021 and for the three months ended November 30, 2021 and 2020. The following discussion should be read in conjunction with the *Consolidated Financial Statements* and *Notes to Consolidated Financial Statements* included within this report. Also, please refer to Acuity Brands' Annual Report on Form 10-K for the fiscal year ended August 31, 2021, filed with the Securities and Exchange Commission (the "SEC") on October 27, 2021 ("Form 10-K").

Overview

Company

We are a market-leading industrial technology company. We use technology to solve problems in spaces and light. Through our two business segments, Acuity Brands Lighting and Lighting Controls ("ABL") and the Intelligent Spaces Group ("ISG") we design, manufacture, and bring to market products and services that make the world more brilliant, productive, and connected. We achieve growth through the development of innovative new products and services, including lighting, lighting controls, building management systems, and location-aware applications.

We achieve customer-focused efficiencies that allow us to increase market share and deliver superior returns. We look to aggressively deploy capital to grow the business and to enter attractive new verticals.

The results of operations for the three months ended November 30, 2021 are not necessarily indicative of the results to be expected for the full fiscal 2022 year due primarily to continued uncertainty of general economic conditions that may impact our key end markets for fiscal 2022, seasonality, and the impact of any acquisitions, among other reasons. Additionally, we are uncertain of the future impact of the ongoing COVID-19 pandemic or recovery of prior deterioration in economic conditions to our sales channels, supply chain, manufacturing, and distribution as well as overall construction, renovation, and consumer spending.

Financial Condition, Capital Resources, and Liquidity

We have numerous sources of capital, including cash on hand and cash flows generated from operations as well as various sources of financing. Our ability to generate sufficient cash flow from operations or to access certain capital markets, including banks, is necessary to meet our capital allocation priorities, which are to reinvest in our organic growth, make strategic acquisitions and investments, pay dividends, and repurchase shares. Sufficient cash flow generation is also critical to fund our operations in the short and long-term and to maintain compliance with covenants contained in our financing agreements.

Our significant contractual cash requirements primarily include principal and interest on long-term debt, payments for operating lease liabilities, and certain purchase obligations incurred in the ordinary course of business that are enforceable and legally binding. Our obligations related to these items are described further within *Management's Discussion and Analysis of Financial Condition and Results of Operations* within our Annual Report filed on Form 10-K. We believe that we will be able to meet our liquidity needs over the next 12 months based on our cash on hand, current projections of cash flows from operations, and borrowing availability under financing arrangements. Additionally, we believe that our cash flows from operations and sources of funding, including, but not limited to, future borrowings and borrowing capacity, will sufficiently support our long-term liquidity needs. In the event of a sustained market deterioration, we may need additional capital, which would require us to evaluate available alternatives and take appropriate actions.

Cash

Our cash position at November 30, 2021 was $504.0 million, an increase of $12.7 million from August 31, 2021. Cash generated from operating activities and cash on-hand were used during the current year to fund our capital allocation priorities as discussed below.

We generated $83.7 million of cash flows from operating activities during the three months ended November 30, 2021 compared with $123.9 million in the prior-year period, a decrease of $40.2 million, due primarily to increased operating working capital, particularly inventories, to support the growth in the business as well as the timing of payments for income taxes and prior year payroll tax deferrals under the Coronavirus Aid, Relief, and Economic Security Act of 2020.

Financing Arrangements

See the *Debt and Lines of Credit* footnote of the *Notes to Consolidated Financial Statements* for discussion of our various financing arrangements, including the terms of our $400.0 million five-year unsecured revolving credit facility (“Revolving Credit Facility”) as well as the $500.0 million aggregate principal amount of 2.150% senior unsecured notes due December 15, 2030 (the “Unsecured Notes”). At November 30, 2021, our outstanding debt balance was $494.5 million compared to our cash position of $504.0 million. We were in compliance with all financial covenants under our financing arrangements as of November 30, 2021.

At November 30, 2021, we had additional borrowing capacity under the revolving credit facility of $395.9 million under the most restrictive covenant in effect at the time, which represents the full amount of the Revolving Credit Facility less the outstanding letters of credit of $4.1 million issued under the facility. As of November 30, 2021, our cash on hand combined with the additional borrowing capacity under the revolving credit facility totaled $899.9 million.

The Unsecured Notes were issued by Acuity Brands Lighting, Inc., a wholly-owned subsidiary of Acuity Brands, Inc. The Unsecured Notes are fully and unconditionally guaranteed on a senior unsecured basis by Acuity Brands, Inc. and ABL IP Holding LLC, a wholly-owned subsidiary of Acuity Brands, Inc. The following tables present summarized financial information for Acuity Brands, Inc., Acuity Brands Lighting, Inc., and ABL IP Holding LLC on a combined basis after the elimination of all intercompany balances and transactions between the combined group as well as any investments in non-guarantors as of the dates and during the period presented (in millions):

Summarized Balance Sheet Information	**November 30, 2021**	**August 31, 2021**
Current assets	$ 1,222.6	$ 1,172.0
Amounts due from non-guarantor affiliates	238.5	213.4
Non-current assets	1,381.1	1,391.7
Current liabilities	602.7	595.1
Non-current liabilities	818.7	815.7

Summarized Income Statement Information	**Three Months Ended November 30, 2021**
Net sales	$ 781.2
Gross profit	324.7
Net income	84.9

Capital Allocation Priorities

Effective capital allocation is a key driver of stockholder value. Our capital allocation priorities are to invest in our business for growth, to invest in mergers and acquisitions, to maintain our dividend, and to make share repurchases.

Organic Growth Investments

We invested $9.3 million and $11.4 million during the three months ended November 30, 2021 and 2020, respectively, in property, plant, and equipment, primarily related to investments in new and enhanced information technology capabilities, tooling, equipment, and facility enhancements. We currently expect to invest approximately 1.5% of net sales on capital expenditures during fiscal 2022.

Strategic Acquisitions and Investments

We seek opportunities to strategically expand and enhance our portfolio of solutions. There were no acquisitions during the first quarter of fiscal 2022. We invested in acquisitions of businesses, net of cash acquired, of $75.3 million in the year ended August 31, 2021. These acquisitions included the following transactions:

- On July 1, 2021, using cash on hand, we acquired certain assets and liabilities of ams OSRAM’s North American Digital Systems (“OSRAM DS”) business. This acquisition is intended to enhance our light emitting diode (“LED”) driver and controls technology portfolio and accelerate our innovation, expand our access to market through a more fulsome OEM product offering, and give us more control over our supply chain.

- On May 18, 2021, using cash on hand, we acquired all of the equity interests of Rockpile Ventures, an accelerator of edge artificial intelligence startups. Rockpile Ventures helps early-stage artificial intelligence companies drive co-engineering and co-selling partnerships with major cloud ecosystems, enabling faster adoption from proof-of-concept trials to market scale.

Please refer to the *Acquisitions* footnote of the *Notes to Consolidated Financial Statements* for more information.

Dividends

We paid dividends on our common stock of $4.7 million ($0.13 per share) and $5.0 million ($0.13 per share) during the three months ended November 30, 2021 and 2020, respectively. All decisions regarding the declaration and payment of dividends are at the discretion of the Board of Directors (the "Board") and are evaluated regularly in light of our financial condition, earnings, growth prospects, funding requirements, applicable law, and any other factors the Board deems relevant.

Share Repurchases

During the first quarter of fiscal 2022, we repurchased 0.3 million shares of our outstanding common stock for $52.8 million. Total cash outflows for share repurchases during the quarter were $56.3 million. As of November 30, 2021, the maximum number of shares that may yet be repurchased under the share repurchase program authorized by the Board equaled 3.5 million shares. We expect to repurchase shares on an opportunistic basis subject to various factors including stock price, Company performance, market conditions, and other possible uses of cash.

The COVID-19 Pandemic

The COVID-19 pandemic has resulted in intermittent worldwide government restrictions on the movement of people, goods, and services resulting in increased volatility in and disruptions to global markets. We remain committed to prioritizing the health and well-being of our associates and their families and ensuring that we operate effectively. We have implemented policies to screen associates, contractors, and vendors for COVID-19 symptoms upon entering our manufacturing, distribution, and open-office facilities in the United States, Mexico, and other locations as permitted by law. We have also implemented one-way traffic flows, additional cleaning requirements for common spaces, mandatory face coverings, hand sanitizer stations, socially-distanced workspaces, and self-serve pay stations within our cafeterias to mitigate the spread of the virus. Additionally, we have required certain employees whose job functions can be performed remotely to work primarily from home.

The COVID-19 pandemic has had an adverse impact on our results of operations. The pandemic has caused reduced construction and renovation spending as well as a disruption in our supply chain for certain components, both of which negatively impacted our operating results. Although our facilities are open, a resurgence in COVID-19 cases, including as a result of new variants, may lead to the reimposition of previously lifted business closure requirements, the imposition of new restrictions, or the issuance of new or revised local or national health guidance. We also continue to incur additional health and safety costs including expenditures for personal protection equipment and facility enhancements to maintain proper distancing guidelines issued by the Centers for Disease Control and Prevention. We have taken actions to reduce costs, including the realignment of headcount with current volumes, a limit on all non-essential employee travel, other efforts to decrease discretionary spending, and reductions in our real estate footprint. Additionally, we elected to defer certain employer payroll taxes as allowable under the Coronavirus Aid, Relief, and Economic Security Act (the "CARES" Act) signed into law on March 27, 2020. Half of these deferrals were paid in December 2021, and the remaining deferrals are due in December 2022.

Although we have implemented significant measures to mitigate further spread of the virus, our employees, customers, suppliers, and contractors may continue to experience disruptions to business activities due to potential further government-mandated or voluntary shutdowns, general economic conditions, or other negative impacts of the COVID-19 pandemic. We are continuously monitoring the adverse effects of the pandemic and identifying steps to mitigate those effects. As the COVID-19 pandemic is continually evolving, we are uncertain of its ultimate duration and impact. See *Part I, Item 1a. Risk Factors* of our Form 10-K for further details regarding the potential impacts of COVID-19 to our results of operations, financial position, and cash flows.

Results of Operations

First Quarter of Fiscal 2022 Compared with First Quarter of Fiscal 2021

The following table sets forth information comparing the components of net income for the three months ended November 30, 2021 and 2020 (in millions except per share data):

	Three Months Ended			
	November 30, 2021	November 30, 2020	Increase (Decrease)	Percent Change
Net sales	$ 926.1	$ 792.0	$ 134.1	16.9 %
Cost of products sold	540.3	459.6	80.7	17.6 %
Gross profit	385.8	332.4	53.4	16.1 %
Percent of net sales	*41.7 %*	*42.0 %*	*(30) bps*	
Selling, distribution, and administrative expenses	270.7	246.0	24.7	10.0 %
Special charges	—	0.7	(0.7)	NM
Operating profit	115.1	85.7	29.4	34.3 %
Percent of net sales	*12.4 %*	*10.8 %*	*160 bps*	
Other expense:				
Interest expense, net	5.9	4.9	1.0	20.4 %
Miscellaneous expense, net	0.3	1.6	(1.3)	NM
Total other expense	6.2	6.5	(0.3)	(4.6)%
Income before income taxes	108.9	79.2	29.7	37.5 %
Percent of net sales	*11.8 %*	*10.0 %*	*180 bps*	
Income tax expense	21.3	19.6	1.7	8.7 %
Effective tax rate	*19.6 %*	*24.7 %*		
Net income	$ 87.6	$ 59.6	$ 28.0	47.0 %
Diluted earnings per share	$ 2.46	$ 1.57	$ 0.89	56.7 %
NM - not meaningful				

Net Sales

Net sales for the three months ended November 30, 2021 increased $134.1 million, or 16.9%, to $926.1 million compared with $792.0 million in the prior-year period as our go-to-market activities, focus on servicing our customers, and continued recovery in our end markets generated higher sales in both our ABL and ISG operating segments. Sales across both segments also benefited from recent price increases. Revenues from acquired companies contributed a less than 4% increase in sales compared to the prior year. Changes in foreign currency rates did not have a meaningful impact on net sales for the first quarter of fiscal 2022.

Gross Profit

Gross profit for the first quarter of fiscal 2022 increased $53.4 million, or 16.1%, to $385.8 million compared with $332.4 million in the prior-year period, and gross profit margin decreased 30 basis points to 41.7% from 42.0%. Throughout the current quarter, material and conversion costs as well as freight costs continued to escalate. We were largely able to offset the increased costs through price increases and product and productivity improvements. Gross profit margin was unfavorably impacted by the near-term dilutive effects of recent acquisitions.

Operating Profit

SD&A expenses for the three months ended November 30, 2021 were $270.7 million compared with $246.0 million in the prior-year period, an increase of $24.7 million, or 10.0%. The increase in SD&A expense was due primarily to higher outbound freight and commissions costs associated with higher sales as well as increased employee-related costs due in part to recent acquisitions. SD&A expenses for the first quarter of fiscal 2022 were 29.2% of net sales compared with 31.1% for the prior-year period due primarily to improved leveraging of our operating costs.

Operating profit for the first quarter of fiscal 2022 was $115.1 million (12.4% of net sales) compared with $85.7 million (10.8% of net sales) for the prior-year period, an increase of $29.4 million, or 34.3%. The increase in operating profit was due to higher gross profit associated with the increase in sales, partially offset by higher SD&A expenses. The operating profit margin increase of 160 bps year over year was the result of improved leveraging of operating costs, partially offset by lower gross profit margin.

Other Expense

Other expense consists of net interest expense and net miscellaneous expense, which includes non-service related components of net periodic pension cost, gains and losses associated with foreign currency-related transactions, and non-operating gains and losses.

Interest expense, net, was $5.9 million and $4.9 million for the three months ended November 30, 2021 and 2020, respectively.

We reported net miscellaneous expense of $0.3 million and $1.6 million for the three months ended November 30, 2021 and 2020, respectively. During the first quarter of fiscal 2021, we recorded an impairment charge of $4.0 million for an unconsolidated equity investment. Excluding the impairment, the year-over-year change in net miscellaneous expense was largely due to gains and losses on foreign currency-related transactions.

Income Taxes and Net Income

Our effective income tax rate was 19.6% and 24.7% for the three months ended November 30, 2021 and 2020, respectively. The decrease in the effective income tax rate was primarily due to favorable discrete items recognized in the first quarter of fiscal 2022 related to excess tax benefits on share-based payments. We currently estimate that our blended consolidated effective income tax rate, before any discrete items, will be approximately 23% for fiscal 2022, assuming the rates in our taxing jurisdictions remain generally consistent throughout the year.

Net income for the first quarter of fiscal 2022 increased $28.0 million, or 47.0%, to $87.6 million from $59.6 million reported for the prior-year period. The increase in net income resulted primarily from an increased operating profit compared to the prior-year period as well as a lower tax rate. Diluted earnings per share for the three months ended November 30, 2021 increased $0.89, or 56.7%, to $2.46 compared with diluted earnings per share of $1.57 for the prior-year period. This increase reflects higher net income as well as lower outstanding diluted shares.

Segment Results

The following table sets forth information comparing the operating results of our segments, ABL and ISG, for the three months ended November 30, 2021 and 2020 (in millions except per share data). We have recast historical information to conform to the current segment structure.

	Three Months Ended			
	November 30, 2021	November 30, 2020	Increase (Decrease)	Percent Change
ABL:				
Net sales	$ 883.6	$ 753.6	$ 130.0	17.3 %
Operating profit	128.1	98.4	29.7	30.2 %
Operating profit margin	14.5 %	13.1 %	140 *bps*	
ISG:				
Net sales	$ 46.4	$ 40.8	$ 5.6	13.7 %
Operating profit (loss)	2.0	(0.1)	2.1	NM
Operating profit margin	4.3 %	(0.2)%	450 *bps*	

ABL net sales for the three months ended November 30, 2021 increased $130.0 million, or 17.3%, to $883.6 million compared with $753.6 million in the prior-year period due primarily to our go-to-market activities, focus on servicing our customers, and continued recovery in end markets we serve within the independent and direct sales network channels. Sales within these channels also benefited from recent price increases and revenues from acquired companies. Additionally, sales within corporate accounts increased year over year as some large accounts began previously deferred maintenance and renovations. These increases were partially offset by declines in the retail sales channel. Operating profit for ABL was $128.1 million (14.5% of ABL net sales) for the three months ended November 30, 2021 compared to $98.4 million (13.1% of ABL net sales) in the prior-year period, an increase of $29.7 million. The increase in operating profit was due primarily to contributions from higher sales partially offset by increased materials and freight costs as well as higher operating costs to support the increase in sales.

ISG net sales for the three months ended November 30, 2021 increased $5.6 million, or 13.7%, to $46.4 million compared with $40.8 million in the prior-year period driven primarily by strong demand for building and heating, ventilation, and air-conditioning controls as well as price increases. ISG operating profit was $2.0 million for three months ended November 30, 2021 compared with a $0.1 million operating loss in the prior-year period, an increase of $2.1 million. This increase was due primarily to contributions from higher sales, partially offset by increased employee costs.

Critical Accounting Estimates

Management's Discussion and Analysis of Financial Condition and Results of Operations addresses the financial condition and results of operations as reflected in our *Consolidated Financial Statements*, which have been prepared in accordance U.S. generally accepted accounting principles ("U.S. GAAP"). As discussed in the *Description of Business and Basis of Presentation* footnote of the *Notes to Consolidated Financial Statements*, the preparation of financial statements in conformity with U.S. GAAP requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenue and expense during the reporting period. On an ongoing basis, we evaluate our estimates and judgments, including those related to revenue recognition; inventory valuation; goodwill and indefinite-lived intangible assets; share-based payment expense; and product warranty and recall costs. We base our estimates and judgments on our substantial historical experience and other relevant factors, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results could differ from those estimates. We discuss the development of critical accounting estimates with the Audit Committee of the Board of Directors.

There have been no material changes in our critical accounting estimates during the current period. For a detailed discussion of other significant accounting policies that may involve a higher degree of judgment, refer to our Form 10-K.

Cautionary Statement Regarding Forward-Looking Statements and Information

This filing contains forward-looking statements within the meaning of the federal securities laws. Statements made herein that may be considered forward-looking include statements incorporating terms such as "expects," "believes," "intends," "anticipates," and similar terms that relate to future events, performance, or results of the Company. In addition, the Company, or the executive officers on the Company's behalf, may from time to time make forward-looking statements in reports and other documents we file with the U.S. Securities and Exchange Commission or in connection with oral statements made to the press, current and potential investors, or others. Forward-looking statements include, without limitation: (a) our projections regarding financial performance, including our expected margins and ability to leverage operating costs, liquidity, capital structure, capital expenditures, investments, share repurchases, and dividends; (b) expectations about the impact of any changes in demand, including improvements in our end markets, as well as volatility, challenges, and uncertainty in general economic conditions; (c) expectations about volatility in raw material costs and component and labor availability; (d) our ability to execute and realize benefits from initiatives related to streamlining our operations and integrating recent acquisitions, realize synergies from acquisitions, capitalize on growth opportunities with the intention of becoming a larger, more dynamic company, and introduce innovative products and services; (e) our estimate of our fiscal 2022 effective income tax rate, results of operations, and cash flows; (f) our estimate of future amortization expense; (g) our ability to achieve our long-term financial goals and measures; (h) our expectations about the resolution of securities class action and other legal matters; (i) our expectations about our ability to enter into a new credit agreement prior to the expiration of the current agreement as well as any impacts of the phase out of the London Inter-Bank Offered Rate ("LIBOR"); and (j) our expectations of the impact of the ongoing COVID-19 pandemic. You are cautioned not to place undue reliance on any forward-looking statements, which speak only as of the date of this quarterly report. Except as required by law, we undertake no obligation to publicly update or release any revisions to these forward-looking statements to reflect any events or circumstances after the date of this quarterly report or to reflect the occurrence of unanticipated events. Our forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from our historical experience and management's present expectations or projections. These risks and uncertainties that could cause our actual results to differ materially from those expressed in our forward-looking statements are discussed in *Part I, Item 1a. Risk Factors* of our Form 10-K.

Item 3. ***Quantitative and Qualitative Disclosures about Market Risk***

General. We are exposed to market risks that may impact our *Consolidated Balance Sheets*, *Consolidated Statements of Comprehensive Income,* and *Consolidated Statements of Cash Flows* due primarily to fluctuations in interest rates, foreign exchange rates, and commodity prices. There have been no material changes to our exposure from market risks from those disclosed in *Part II, Item 7a. Quantitative and Qualitative Disclosures About Market Risk* of our Form 10-K.

Item 4. ***Controls and Procedures***

Disclosure controls and procedures are controls and other procedures that are designed to reasonably ensure that information required to be disclosed in the reports filed or submitted by us under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), is recorded, processed, summarized, and reported within the time periods specified in the Securities and Exchange Commission (the “SEC”) rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to reasonably ensure that information required to be disclosed by us in the reports filed under the Exchange Act is accumulated and communicated to management, including the principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure.

As required by SEC rules, we have evaluated the effectiveness of the design and operation of our disclosure controls and procedures as of November 30, 2021. This evaluation was carried out under the supervision and with the participation of management, including the principal executive officer and principal financial officer. Based on this evaluation, these officers have concluded that the design and operation of our disclosure controls and procedures are effective at a reasonable assurance level as of November 30, 2021. However, because all disclosure procedures must rely to a significant degree on actions or decisions made by employees throughout the organization, such as reporting of material events, the Company and its reporting officers believe that they cannot provide absolute assurance that all control issues and instances of fraud or errors and omissions, if any, within the Company will be detected. Limitations within any control system, including our control system, include faulty judgments in decision-making or simple errors or mistakes. In addition, controls can be circumvented by an individual, by collusion between two or more people, or by management override of the control. Because of these limitations, misstatements due to error or fraud may occur and may not be detected.

During the second half of fiscal 2021, we acquired Rockpile Ventures and ams OSRAM's North American Digital Systems business (“OSRAM DS”), collectively the (“2021 Acquisitions”). SEC guidance permits management to omit an assessment of an acquired business' internal control over financial reporting from management's assessment of internal control over financial reporting for a period not to exceed one year from the date of the acquisition. Accordingly, management has not assessed the 2021 Acquisitions' internal control over financial reporting as of November 30, 2021. We began integrating the 2021 Acquisitions into our existing control procedures from their respective dates of acquisition. We do not anticipate the integration of the acquired companies to result in changes that would materially affect our internal control over financial reporting. As of and for the three months ended November 30, 2021, the 2021 Acquisitions constituted less than 4% of each of the Company’s consolidated assets, stockholders' equity, net sales, and pre-tax income.

There have been no changes in our internal control over financial reporting that occurred during our most recent completed fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. *Legal Proceedings*

Information regarding reportable legal proceedings is contained in *Part I, Item 3. Legal Proceedings* in our Form 10-K. Information set forth in this report's *Commitments and Contingencies* footnote of the *Notes to Consolidated Financial Statements* describes any legal proceedings that became reportable during the quarter ended November 30, 2021, and updates any descriptions of previously reported legal proceedings in which there have been material developments during such quarter. The discussion of legal proceedings included within the *Commitments and Contingencies* footnote of the *Notes to Consolidated Financial Statements* is incorporated into this Item 1 by reference.

Item 1a. *Risk Factors*

There have been no material changes in our risk factors from those disclosed in *Part I, Item 1a. Risk Factors* of our Form 10-K.

Item 2. *Unregistered Sales of Equity Securities and Use of Proceeds*

In March 2018, the Board of Directors (the "Board") authorized the repurchase of up to six million shares of our common stock. As of October 22, 2020, 2.2 million shares were available for repurchase under this authorization. On October 23, 2020, the Board authorized the repurchase of an additional 3.8 million shares of our common stock, bringing our total authorization back to six million shares at that time. Under the new increased share repurchase authorization, we may repurchase shares of our common stock from time to time at prevailing market prices, depending on market conditions, through open market or privately negotiated transactions. No date has been established for the completion of the share repurchase program, and we are not obligated to repurchase any shares. Subject to applicable corporate securities laws, repurchases may be made at such times and in such amounts as management deems appropriate. Repurchases under the program can be discontinued at any time management feels additional repurchases are not warranted.

As of November 30, 2021, the maximum number of shares that may yet be repurchased under the share repurchase program authorized by the Board equaled 3.5 million shares. The following table reflects activity related to equity securities we repurchased during the quarter ended November 30, 2021:

Purchases of Equity Securities

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans	Maximum Number of Shares that May Yet Be Purchased Under the Plans
9/1/2021 through 9/30/2021	248,779	$ 174.51	248,779	3,589,445
10/1/2021 through 10/31/2021	51,647	$ 181.73	51,647	3,537,798
11/1/2021 through 11/30/2021	—	$ —	—	3,537,798
Total	300,426	$ 175.75	300,426	3,537,798

Item 5. *Other Information*

Declaration of Dividend

On January 6, 2022, the Board of Directors (the "Board") declared a quarterly dividend of $0.13 per share. The dividend is payable on February 1, 2022 to stockholders of record on January 20, 2022.

Item 6. *Exhibits*

Exhibits are listed on the Index to Exhibits.

INDEX TO EXHIBITS

EXHIBIT 3	(a)	Restated Certificate of Incorporation of Acuity Brands, Inc. (formerly Acuity Brands Holdings, Inc.), dated as of September 26, 2007.	Reference is made to Exhibit 3.1 of registrant's Form 8-K as filed with the Commission on September 26, 2007, which is incorporated herein by reference.
	(b)	Certificate of Amendment of Restated Certification of Incorporation of Acuity Brands, Inc. (formerly Acuity Brands Holdings, Inc.), dated as of September 26, 2007.	Reference is made to Exhibit 3.2 of registrant's Form 8-K as filed with the Commission on September 26, 2007, which is incorporated herein by reference.
	(c)	Certificate of Amendment to the Restated Certificate of Incorporation of Acuity Brands, Inc., dated as of January 6, 2017.	Reference is made to Exhibit 3.C of registrant's Form 10-Q as filed with the Commission on January 9, 2017, which is incorporated herein by reference.
	(d)	Certificate of Amendment to the Restated Certificate of Incorporation of Acuity Brands, Inc., dated as of January 7, 2021.	Reference is made to Exhibit 3.D of registrant's Form 10-Q as filed with the Commission on January 7, 2020, which is incorporated herein by reference.
	(e)	Amended and Restated Bylaws of Acuity Brands, Inc., dated as of January 7, 2021.	Reference is made to Exhibit 3.E of registrant's Form 10-Q as filed with the Commission on January 7, 2020, which is incorporated herein by reference.
EXHIBIT 10	(a)	Restricted Stock Award Agreement for Non-Employee Director.	Filed with the Commission as part of this Form 10-Q.
	(b)	Deferred Stock Unit Award Agreement Non-Employee Directors.	Filed with the Commission as part of this Form 10-Q.
	(c)	Amended and Restated Acuity Brands, Inc. 2011 Nonemployee Director Deferred Compensation Plan, Effective as of January 5, 2022	Filed with the Commission as part of this Form 10-Q.
	(d)	Amended and Restated Acuity Brands, Inc. 2012 Omnibus Stock Incentive Compensation Plan.	Reference is made to Appendix B of the registrant's Proxy Statement as filed with the Commission on November 22, 2021, which is incorporated herein by reference.
EXHIBIT 22		List of Guarantors and Subsidiary Issuers of Guaranteed Securities.	Reference is made to Exhibit 22 of registrant's Form 10-K as filed with the Commission on October 27, 2021, which is incorporated herein by reference.
EXHIBIT 31	(a)	Certification of the Chief Executive Officer of the Company pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	Filed with the Commission as part of this Form 10-Q.
	(b)	Certification of the Chief Financial Officer of the Company pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	Filed with the Commission as part of this Form 10-Q.
EXHIBIT 32	(a)	Certification of the Chief Executive Officer of the Company pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	Filed with the Commission as part of this Form 10-Q.
	(b)	Certification of the Chief Financial Officer of the Company pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	Filed with the Commission as part of this Form 10-Q.
EXHIBIT 101	.INS	XBRL Instance Document	The instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
	.SCH	XBRL Taxonomy Extension Schema Document.	Filed with the Commission as part of this Form 10-Q.
	.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.	Filed with the Commission as part of this Form 10-Q.

	.DEF	XBRL Taxonomy Extension Definition Linkbase Document.	Filed with the Commission as part of this Form 10-Q.
	.LAB	XBRL Taxonomy Extension Label Linkbase Document.	Filed with the Commission as part of this Form 10-Q.
	.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.	Filed with the Commission as part of this Form 10-Q.
EXHIBIT 104		Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)	Filed with the Commission as part of this Form 10-Q

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.

ACUITY BRANDS, INC.

Date: January 7, 2022	By:	/S/ NEIL M. ASHE
		NEIL M. ASHE **CHAIRMAN, PRESIDENT AND CHIEF EXECUTIVE OFFICER**
Date: January 7, 2022	By:	/S/ KAREN J. HOLCOM
		KAREN J. HOLCOM **SENIOR VICE PRESIDENT AND** **CHIEF FINANCIAL OFFICER (Principal Financial and Accounting Officer)**

ACUITY BRANDS, INC.
Amended and Restated 2012 Omnibus Stock Incentive Compensation Plan
Restricted Stock Award Agreement
Non-Employee Directors

Grantee:	/$ParticipantName$/
Grant Type:	/$GrantType$/
Grant ID:	/$GrantID$/
Grant Date:	/$GrantDate$/
Award Amount:	/$AwardsGranted$/
Vest Schedule:	100% on the first anniversary date of the Grant Date, or, if earlier, the date of the next subsequent annual meeting of the Company's stockholders following the Grant Date in accordance with Section 4.7 of the Plan
	/$AcceptByDate$/
Accept by Date:	/$AcceptByDate$/

WHEREAS, Acuity Brands, Inc. (the "Company") maintains the Amended and Restated Acuity Brands, Inc. 2012 Omnibus Stock Incentive Compensation Plan (the "Plan") under which the Compensation and Management Development Committee of the Company's Board of Directors (the "Committee") has authority to grant Restricted Stock; and

WHEREAS, the Committee has determined that it is in the best interest of the Company and its stockholders to grant Restricted Stock to the Grantee identified above, subject to the terms and conditions set forth in the Plan and this Restricted Stock Award Agreement (the "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Incorporation of the Plan**. The provisions of the Plan are hereby incorporated by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan and any capitalized terms not otherwise defined in this Agreement shall have the definitions set forth in the Plan. In the event of any conflict between the terms of the Plan and the terms of this Agreement, the terms of the Plan shall prevail. The Committee has final authority to interpret and construe the Plan and this Agreement and to make any and all determinations under them, and its decision shall be binding and conclusive upon Grantee and Grantee's legal representative with respect to any questions arising under the Plan or this Agreement.

2. **Grant of Restricted Stock Award**. The Committee, on behalf of the Company, hereby grants to Grantee, effective as of the Grant Date, Restricted Stock equal to the Award Amount set forth above, on the terms and conditions set forth in this Agreement, including the specific vesting requirements set forth above under the Vest Schedule, and as otherwise provided in the Plan. 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 of Restricted Stock are vested. 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. **Acceptance of Restricted Stock Award**. This award of Restricted Stock is conditioned upon Grantee's acceptance of the terms of this Agreement, as evidenced by Grantee's execution of this Agreement or by Grantee's electronic acceptance of this Agreement in a manner and during the time period allowed by the Company. If the terms of this Agreement are not timely accepted by execution or by such electronic means, the award of Restricted Stock may be cancelled.

4. **Vesting of Restricted Stock Award.**

(a) In General. Provided that Grantee provides continuous service to the Company as a member of its Board, subject to the other terms of this Agreement, the Restricted Stock shall vest pursuant to the Vest Schedule set forth above.

(b) Vesting Upon Termination. If a Grantee's service with the Company terminates before the Restricted Stock vest, unless otherwise determined by the Committee, a pro-rata portion of the Award Amount will become vested and non-forfeitable, and the remainder of the Award Amount will be forfeited and automatically canceled. The pro-rata portion of the Award Amount that may vest pursuant to this Section 4(b) will be the amount equal to that number of Restricted Stock (rounded to the nearest whole number) calculated based on the ratio of (i) the number of days of service provided by Grantee during the period of service to which the Restricted Stock relate, to (ii) the total number of days in the period of service to which the Restricted Stock relate.

(c) Vesting Upon Death or Disability. Notwithstanding Sections 4(a) and 4(b) above, if prior to the date on which the Restricted Stock vest, Grantee's service terminates by reason of Grantee's death or Disability, the unvested Restricted Stock shall become fully vested and non-forfeitable as of the date of Grantee's death or Disability.

(d) Vesting Upon Change in Control. Notwithstanding Sections 4(a) and 4(b) above, if in the event of a Change in Control, the Restricted Stock are not assumed, substituted, or otherwise replaced by the New Employer with substantially similar awards relating to shares that are traded on an established United States securities market, or which will be so traded within sixty (60) days following the Change in Control, then the Restricted Stock shall become fully vested and non-forfeitable as of the date of the Change in Control.

5. **Transfer Restrictions**. The Restricted Stock may not be sold, assigned, transferred, pledged, or otherwise encumbered in any manner other than by will or the laws of descent and distribution, unless and until the Restricted Stock have vested.

6. **Stockholder Rights**. During the Period of Restriction in which Grantee holds the Restricted Stock, Grantee shall be entitled to vote such Restricted Stock and the Company shall credit to a non-interest bearing account on its books for Grantee any cash dividends paid with respect to such Shares of Restricted Stock while they are so held, and such dividends shall be paid to Grantee if and when Grantee's rights vest at the end of the Period of Restriction. The Company will pay the cash dividends to Grantee as soon as practical after each Vesting Date. Any dividends credited to Grantee's non-interest bearing account shall be forfeited in the event the Restricted Stock are forfeited.

7. **Adjustments Upon Specified Events**. In the event of a Share Change (as defined in the Plan), 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 Share Change, provided that any such additional Shares or additional or different Shares or securities shall remain subject to the restrictions in this Agreement.

8. Responsibility for Tax.

(a) Grantee acknowledges that, regardless of any action taken by the Company, the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Grantee's participation in the Plan and legally applicable to Grantee ("Tax-Related Items"), is and remains Grantee's responsibility and may exceed the amount (if any) withheld by the Company. Grantee further acknowledges that the Company (i) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock, including, but not limited to, the grant or vesting of the Restricted Stock, the subsequent sale of Shares acquired due to applicable restrictions on the Restricted Stock having lapsed and the receipt or payment of any dividends, and (ii) does not commit to and is under no obligation to structure the terms of the grant or any aspect of the Restricted Stock to reduce or eliminate Grantee's liability for Tax-Related Items or achieve any particular tax result.

(b) Grantee shall have the right to make such elections under the Code as are available in connection with this award of Restricted Stock and shall deliver a copy of any such election to the Company upon or prior to the filing such election with the Internal Revenue Service (as applicable). The Company and Grantee agree to report the value of the Restricted Stock in a consistent manner for U.S. federal income tax purposes.

(c) Grantee acknowledges that Grantee will consult with his or her personal tax advisor regarding the Tax-Related Items that arise in connection with this Agreement. Grantee is relying solely on such advisor and is not relying in any part on any statement or representation of the Company or any of its agents. The Company shall not be responsible for withholding any Tax-Related Items, unless required by applicable law. If and to the extent required by applicable law, the Company may take such action as it deems appropriate to ensure that all Tax-Related Items are withheld or collected from Grantee and Grantee agrees to make adequate arrangements satisfactory to the Company to satisfy all Tax-Related Items. In this regard, Grantee authorizes the Company to satisfy any applicable withholding obligations with regard to all Tax-Related Items by canceling (in whole or in part) a number of Shares of Restricted Stock having a fair market value not less than the amount of the Tax-Related Items, as determined in accordance with Section 16.2 of the Plan. The Company may refuse to lift the restrictions on the Shares or otherwise deliver the Shares to an unrestricted account if Grantee fails to comply with Grantee's obligations in connection with the Tax-Related Items.

9. Grantee's Representation. Grantee represents and warrants that he or she is acquiring the Restricted Stock for investment purposes only, and not with a view to distribution thereof.

10. Share Ownership Requirement. Grantee understands and acknowledges that Grantee is expected to adhere to Share ownership and Share retention requirements in connection with Awards granted under the Plan, including the Restricted Stock. As of the Grant Date, the Share ownership requirement is stated as a multiple of Grantee's annual cash retainer for service on the Board and mandates that Grantee own a number of Shares with a value equal to the applicable multiple of such annual cash retainer. Grantee's Restricted Stock count toward satisfying Grantee's Share ownership requirement beginning at the Grant Date.

11. **No Advice Regarding Grant**. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Grantee's participation in the Plan, or Grantee's acquisition or sale of the underlying Shares. Grantee should consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

12. **Electronic Delivery and Participation**. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or any third party designated by the Company. By Grantee's execution of this Agreement or acceptance by electronic means and the electronic signature of the Company's representative, Grantee and the Company agree that this Restricted Stock is granted under and governed by the terms and conditions of the Plan and this Agreement.

13. **Imposition of Other Requirements**. The Company reserves the right to impose other requirements on Grantee's participation in the Plan, on the Restricted Stock and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

14. **Governing Law and Venue**. The grant of Restricted Stock and the provisions of this Agreement and the validity, interpretation, construction, and performance of same shall be governed by, and subject to, the laws of the State of Delaware, without regard to its conflict of law provisions. Any and all disputes relating to, concerning, or arising from this Agreement, or relating to, concerning, or arising from the relationship between the parties evidenced by the Restricted Stock or this Agreement, shall be brought and heard exclusively in the U.S. District Court for the District of Delaware or the Delaware Superior Court, New Castle County. Each of the parties hereby represents and agrees that such party is subject to the personal jurisdiction of said courts; hereby irrevocably consents to the jurisdiction of such courts in any legal or equitable proceedings related to, concerning or arising from such dispute, and waives, to the fullest extent permitted by law, any objection which such party may now or hereafter have that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in such courts is improper or that such proceedings have been brought in an inconvenient forum.

15. **Severability**. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

16. **Waiver**. Grantee acknowledges that a waiver by the Company of any provision, or breach thereof, of this Agreement on any occasion shall not operate or be construed as a waiver of such provision on any other occasion or as a waiver of any other provision of this Agreement, or of any subsequent breach by Grantee or any other Plan participant.

17. **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."

18. **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.

19. **Integration**. This Agreement encompasses the entire agreement of the parties related to the subject matter of this Agreement, and supersedes all previous understandings and agreements between them, whether oral or written. The parties hereby acknowledge and represent, that they have not relied on any representation, assertion, guarantee, warranty, collateral contract, or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement.

20. **Interpretation**. The Committee shall have the sole and absolute authority to interpret, construe and apply the terms of the Plan and this Agreement and to make any and all determinations under them. Any determination or decision by the Committee shall be final, binding, and conclusive upon Grantee, Grantee's legal representative and the Company for all purposes.

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By completing the online acceptance process, Grantee accepts the grant of Restricted Stock and agrees to all the terms and conditions described in this Agreement and in the Plan.

PLEASE RETAIN THIS AGREEMENT FOR YOUR RECORDS.

ACUITY BRANDS, INC.
Amended and Restated 2012 Omnibus Stock Incentive Compensation Plan
Deferred Stock Unit Award Agreement
Non-Employee Directors

Grantee: Grant Type: Grant ID: Grant Date: Award Amount: Vest Schedule: Accept by Date:	/$ParticipantName$/
Grant Type:	/$ParticipantName$/
Grant ID:	/$GrantType$/
Grant Date:	/$GrantID$/
Award Amount:	/$GrantDate$/
Vest Schedule:	/$AwardsGranted$/
	100% on the first anniversary date of the Grant Date, or, if earlier, the date of the next subsequent annual meeting of the Company's stockholders following the Grant Date in accordance with Section 4.7 of the Plan
Accept by Date:	/$AcceptByDate$/

WHEREAS, Acuity Brands, Inc. (the "Company") maintains the Amended and Restated Acuity Brands, Inc. 2012 Omnibus Stock Incentive Compensation Plan (the "Plan") under which the Compensation and Management Development Committee of the Company's Board of Directors (the "Committee") has authority to grant Restricted Stock Units ("RSUs") and to permit or require the deferral of such RSUs (such RSUs, "Deferred Stock Units" or "DSUs") under such terms and conditions or plans as the Committee shall determine;

WHEREAS, the Committee has determined that it is in the best interest of the Company and its stockholders to grant RSUs to Grantee identified above, which RSUs shall be deferred under and subject to the terms of the 2011 Nonemployee Director Deferred Compensation Plan (the "Non-Employee Director Plan"), as well as subject to the terms and conditions set forth in the Plan and this Deferred Stock Unit Award Agreement (the "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Incorporation of the Plan. The provisions of the Plan are hereby incorporated by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan and any capitalized terms not otherwise defined in this Agreement shall have the definitions set forth in the Plan. In the event of any conflict between the terms of the Plan and the terms of this Agreement, the terms of the Plan shall prevail. The Committee has final authority to interpret and construe the Plan and this Agreement and to make any and all determinations under them, and its decision shall be binding and conclusive upon Grantee and Grantee's legal representative with respect to any questions arising under the Plan or this Agreement.

2. Grant of Deferred Stock Unit Award. The Committee, on behalf of the Company, hereby grants to Grantee, effective as of the Grant Date, DSUs equal to the Award Amount set forth above, on the terms and conditions set forth in this Agreement, including the specific vesting requirements set forth above under the Vest Schedule, and as otherwise provided in the Plan.

3. Acceptance of Deferred Stock Unit Award. This award of DSUs is conditioned upon Grantee's acceptance of the terms of this Agreement, as evidenced by Grantee's execution of this Agreement or by Grantee's electronic acceptance of this Agreement in a manner and during the time period allowed by the Company. If the terms of this Agreement are not timely accepted by execution or by such electronic means, the award of DSUs may be cancelled.

4. Vesting of Deferred Stock Unit Award.

a) In General. Provided that Grantee provides continuous service to the Company as a member of its Board, subject to the other terms of this Agreement, the DSUs shall vest pursuant to the Vest Schedule set forth above.

b) Vesting Upon Termination. If a Grantee's service with the Company terminates before the DSUs vest, unless otherwise determined by the Committee, a pro-rata portion of the Award Amount will become vested and non-forfeitable, and the remainder of the Award Amount will be forfeited and automatically canceled. The pro-rata portion of the Award Amount that may vest pursuant to this Section 4(b) will be the amount equal to that number of DSUs (rounded to the nearest whole number) calculated based on the ratio of (i) the number of days of service provided by Grantee during the period of service to which the DSUs relate, to (ii) the total number of days in the period of service to which the DSUs relate.

c) Vesting Upon Death or Disability. Notwithstanding Sections 4(a) and 4(b) above, if prior to the date on which the DSUs vest, Grantee's service terminates by reason of Grantee's death or Disability, the unvested DSUs shall become fully vested and non-forfeitable as of the date of Grantee's death or Disability.

d) Vesting Upon Change in Control. Notwithstanding Sections 4(a) and 4(b) above, if in the event of a Change in Control, the DSUs are not assumed, substituted, or otherwise replaced by the New Employer with substantially similar awards relating to shares that are traded on an established United States ("U.S.") securities market, or which will be so traded within sixty (60) days following the Change in Control, then the DSUs shall become fully vested and non-forfeitable as of the date of the Change in Control.

5. Dividend Equivalents. During the period that Grantee holds DSUs granted pursuant to this Agreement, on each date that the Company pays a cash dividend to holders of its Common Stock, the Company shall credit to Grantee's Account (as defined in the Non-Employee Director Plan) an amount equal to the U.S. Dollar amount paid per share of the Company's Common Stock for each unvested DSU held by Grantee under this Agreement (the "Dividend Equivalents"). The Dividend Equivalents credited to Grantee's Account shall vest only to the extent that the DSUs vest and shall be paid in accordance with the Non-Employee Director Plan and Section 6 below. The Dividend Equivalents shall be forfeited in the event that the DSUs are forfeited.

6. Deferral and Settlement. Settlement of all DSUs granted hereunder, and any related Dividend Equivalents, shall be deferred in accordance with the terms of the Non-Employee Director Plan, pursuant to which settlement will be made, or commence, following Grantee's "separation from service" (as defined in Section 409A of the Code) in accordance with Grantee's deferral election and the terms of the Non-Employee Director Plan.

7. Transfer Restrictions. The DSUs may not be sold, assigned, transferred, pledged, or otherwise encumbered in any manner other than by will or the laws of descent and distribution, unless and until the shares of Common Stock underlying the vested DSUs have been issued.

8. Stockholder Rights. Grantee's rights with respect to the DSUs shall remain forfeitable at all times prior to the date on which the DSUs vest pursuant to Section 4. Further, the DSUs granted pursuant to this Agreement do not and shall not entitle Grantee to any rights of a stockholder of the Company's Common Stock until the vested DSUs are distributed to Grantee in shares of Common Stock in accordance with the terms of the Non-Employee Director Plan.

9. Adjustments Upon Specified Events. In the event of a Share Change (as defined in the Plan), 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 Share Change, provided that any such additional Shares or additional or different Shares or securities shall remain subject to the restrictions in this Agreement.

10. Responsibility for Tax.

a) Grantee acknowledges that, regardless of any action taken by the Company, the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Grantee's participation in the Plan (including the Non-Employee Director Plan) and legally applicable to Grantee ("Tax-Related Items"), is and remains Grantee's responsibility and may exceed the amount (if any) withheld by the Company. Grantee further acknowledges that the Company (i) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the DSUs, including, but not limited to, the grant, vesting, deferral or settlement of the DSUs, the subsequent sale of Shares acquired pursuant to the settlement the DSUs and the receipt or payment of any dividends or Dividend Equivalents, and (ii) does not commit to and is under no obligation to structure the terms of the grant or any aspect of the DSUs to reduce or eliminate Grantee's liability for Tax-Related Items or achieve any particular tax result.

b) Grantee acknowledges that Grantee will consult with his or her personal tax advisor regarding the Tax-Related Items that arise in connection with this Agreement. Grantee is relying solely on such advisor and is not relying in any part on any statement or representation of the Company or any of its agents. The Company shall not be responsible for withholding any Tax-Related Items, unless required by applicable law. If and to the extent required by applicable law, the Company may take such action as it deems appropriate to ensure that all Tax-Related Items are withheld or collected from Grantee and Grantee agrees to make adequate arrangements satisfactory to the Company to satisfy all Tax-Related Items. In this regard, Grantee authorizes the Company to satisfy any applicable withholding obligations with regard to all Tax-Related Items by withholding from the Shares to be issued upon settlement of the DSUs that number of Shares with a fair market value not less than the amount of the Tax-Related Items, as determined in accordance with Section 16.2 of the Plan. The Company may refuse to deliver the Shares on settlement of the DSUs if Grantee fails to comply with Grantee's obligations in connection with the Tax-Related Items.

11. Securities Law and other Legal Compliance. Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the Common Stock, the Company shall not be required to deliver any Common Stock issuable upon settlement of the DSUs prior to the completion of any registration or qualification of the Common Stock under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the SEC or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. Grantee understands that the Company is under no obligation to register or qualify the Common Stock with the SEC or any state, provincial or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of Common Stock. Further, Grantee agrees that the Company shall have unilateral authority to amend the Plan and this Agreement without Grantee's consent to the extent necessary to comply with securities or other laws applicable to the issuance of Common Stock.

12. Grantee's Representation. Grantee represents and warrants that he or she is acquiring the DSUs for investment purposes only, and not with a view to distribution thereof.

13. Share Ownership Requirement. Grantee understands and acknowledges that Grantee is expected to adhere to Share ownership and Share retention requirements in connection with Awards granted under the Plan, including the DSUs. As of the Grant Date, the Share ownership requirement is stated as a multiple of Grantee's annual cash retainer for service on the Board and mandates that Grantee own a number of Shares with a value equal to the applicable multiple of such annual cash retainer. Grantee's DSUs count toward satisfying Grantee's Share ownership requirement beginning at the Grant Date.

14. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Grantee's participation in the Plan, or Grantee's acquisition or sale of the underlying Shares. Grantee should consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

15. Electronic Delivery and Participation. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or any third party designated by the Company. By Grantee's execution of this Agreement or acceptance by electronic means and the electronic signature of the Company's representative, Grantee and the Company agree that the DSUs are granted under and governed by the terms and conditions of the Plan and this Agreement, as well as applicable terms of the Non-Employee Director Plan.

16. Imposition of Other Requirements. The Company reserves the right to impose other requirements on Grantee's participation in the Plan, on the DSUs and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

17. Governing Law and Venue. The grant of DSUs and the provisions of this Agreement and the validity, interpretation, construction, and performance of same shall be governed by, and subject to, the laws of the State of Delaware, without regard to its conflict of law provisions. Any and all disputes relating to, concerning, or arising from this Agreement, or relating to, concerning, or arising from the relationship between the parties evidenced by the DSUs or this Agreement, shall be brought and heard exclusively in the U.S. District Court for the District of Delaware or the Delaware Superior Court, New Castle County. Each of the parties hereby represents and agrees that such party is subject to the personal jurisdiction of said courts; hereby irrevocably consents to the jurisdiction of such courts in any legal or equitable proceedings related to, concerning or arising from such dispute, and waives, to the fullest extent permitted by law, any objection which such party may now or hereafter have that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in such courts is improper or that such proceedings have been brought in an inconvenient forum.

18. **Severability**. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

19. **Waiver**. Grantee acknowledges that a waiver by the Company of any provision, or breach thereof, of this Agreement on any occasion shall not operate or be construed as a waiver of such provision on any other occasion or as a waiver of any other provision of this Agreement, or of any subsequent breach by Grantee or any other Plan participant.

20. **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."

21. **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.

22. **Integration**. This Agreement encompasses the entire agreement of the parties related to the subject matter of this Agreement, and supersedes all previous understandings and agreements between them, whether oral or written. The parties hereby acknowledge and represent, that they have not relied on any representation, assertion, guarantee, warranty, collateral contract, or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement.

23. **Interpretation**. The Committee shall have the sole and absolute authority to interpret, construe and apply the terms of the Plan and this Agreement and to make any and all determinations under them. Any determination or decision by the Committee shall be final, binding, and conclusive upon Grantee, Grantee's legal representative and the Company for all purposes.

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By completing the online acceptance process, Grantee accepts the grant of DSUs and agrees to all the terms and conditions described in this Agreement and in the Plan.

PLEASE RETAIN THIS AGREEMENT FOR YOUR RECORDS.

ACUITY BRANDS, INC.
2011 NONEMPLOYEE DIRECTOR DEFERRED COMPENSATION PLAN
(Amended and Restated, Effective as of January 5, 2022)

1. Establishment, History and Purpose.

1.1 Establishment and History of the Plan. Acuity Brands, Inc., a Delaware corporation, (the "Corporation") adopted the Acuity Brands, Inc. 2011 Nonemployee Director Deferred Compensation Plan (the "2011 Plan"), which became effective on December 1, 2011, subject to approval of the Company's stockholders. On September 27, 2012, the Committee approved an amendment to the 2011 Plan to provide, among other things, for grants of vested Stock in lieu of mandatory deferral for the non-cash component of the Annual Fee if an Eligible Director's level of Stock ownership exceeds certain Stock ownership requirements. On October 25, 2021, the Board further amended and restated the 2011 Plan as set forth in this document, and as may be further amended from time to time (the "Plan"), to (i) retire from authorization all shares of Stock previously authorized for issuance under the Plan but not subject to Deferred Stock Units previously granted and outstanding hereunder as of the Effective Date (such action, the "Share Reserve Retirement"), (ii) provide that any Deferred Stock Unit, Stock Award or other equity-based award to be granted to an Eligible Director on or after the Effective Date shall be made under the Omnibus Plan and not under the Plan, (iii) eliminate the term previously applicable to the grant of Deferred Stock Units under the Plan, as such Deferred Stock Units shall no longer be granted hereunder, and (iv) make certain other amendments pertaining to the operation of the Plan. The Plan shall become effective upon and subject to the approval of the Corporation's stockholders of the Omnibus Plan at the Company's annual meeting of stockholders in January 2022 (the "Effective Date"), provided that irrespective of whether the stockholders approve the Omnibus Plan, any Deferred Stock Units to be granted to an Eligible Director on or after the Effective Date shall be granted under the Omnibus Plan.

1.2 Purpose of the Plan. The Plan is intended to increase the alignment of the interests of eligible members of the Board with the interests of stockholders of the Corporation and increase their incentive to contribute to the success of the Corporation's business by permitting Eligible Directors to elect to defer their fees for investment into an interest-bearing account or in Deferred Stock Units, as hereinafter defined, on the terms and conditions set forth herein.

2. Definitions. When used in this Plan, unless the context otherwise requires:

2.1 "Account" shall mean the records maintained by the Committee (or its designee) to determine the Eligible Director's deferrals under the Plan. Such Account may be reflected as an entry in the Corporation's records, or as a separate account under a trust or as a combination of both. The Committee may establish such additional subaccounts as it deems necessary for the proper administration of the Plan.

2.2 "Annual Fee" shall mean the annual fee payable each calendar year to an Eligible Director for service on the Board.

2.3 "Board" shall mean the Board of Directors of the Corporation.

2.4 "Board Meeting Fee" shall mean the fee payable to an Eligible Director for attendance at any meeting of the Board.

2.5 "Chair Fee" shall mean the fee, if any, payable to an Eligible Director for service as the Chair of a committee of the Board.

2.6 "Committee" shall mean the Compensation and Management Development Committee of the Board or such other committee as may be designated by the Board. In the absence of the appointment of a Committee, the Board shall serve as the Committee.

2.7 "Committee Meeting Fee" shall mean the fee payable to an Eligible Director for attendance at any meeting of a committee of the Board.

2.8 "Corporation" shall have the meaning provided in Section 1.1 hereof.

2.9 "Deferred Stock Unit" shall mean a unit equivalent in value to a share of Stock credited to the Account of an Eligible Director pursuant to Section 5 hereof which, as from the Effective Date, shall be granted under the Omnibus Plan and be subject to such vesting and other terms as are consistent with the Omnibus Plan, as determined by the Committee.

2.10 "Eligible Director" shall mean each member of the Board who is not at the time of reference an employee of the Corporation or any Subsidiary.

2.12 "Fair Market Value" shall mean the average of the high and low sales prices of a share of Stock as reported on the New York Stock Exchange Composite Tape on the five (5) trading dates immediately preceding the date for which such value is being determined.

2.13 "Investment Fund" shall mean an interest-bearing fund providing a rate of interest based upon an index or a rate specified by the Committee or such other deemed investment fund (or funds) as the Committee may establish as the basis for calculating earnings, gain and losses for all or a portion of the Eligible Director's Account.

2.14 "Omnibus Plan" shall mean the Acuity Brands, Inc. 2012 Omnibus Stock Incentive Compensation Plan, as amended and restated, and as it may be further amended from time to time, and any successor plan thereto.

2.15 "Optional Amount" shall mean the amount elected to be deferred by an Eligible Director for any calendar year during the term hereof pursuant to Section 5.2 hereof.

2.16 "Plan" shall have the meaning provided in Section 1.1 hereof.

2.17 "Restricted Stock" shall mean Restricted Stock as provided for under the Omnibus Plan that is granted to an Eligible Director under the Omnibus Plan and is subject to such vesting and other terms as are consistent with the Omnibus Plan, as determined by the Committee.

2.18 "Section 409A" shall mean Section 409A of the Internal Revenue Code of 1986, as amended ("Code"), and the regulations and rulings thereunder.

2.19 "Share Reserve Retirement" shall have the meaning provided in Section 1.1 hereof.

2.20 "Stock" shall mean the Common Stock of the Corporation.

2.21 "Stock Award" shall mean either a Stock Bonus Award or an award of Restricted Stock, but unless otherwise provided by the Committee, shall mean a Stock Bonus Award, pursuant to Section 5.1(b) hereof.

2.22 "Stock Bonus Award" shall mean a Stock Bonus Award as provided for under the Omnibus Plan that is granted to an Eligible Director under the Omnibus Plan in the form of shares of unrestricted Stock.

2.23 "Stock Ownership Guideline" shall mean, as of a given calendar year, that (i) the sum of the number of shares of Stock held directly by an Eligible Director, plus the number of Deferred Stock Units credited to an Eligible Director's Account, each determined as of November 30 of such calendar year; *multiplied by* (ii) the closing price of the Corporation's Stock on November 30 (or the last trading day of November) of such calendar year, equals or exceeds the Stock ownership guideline or level as may be established by the Board from time to time.

2.24 "Subsidiary" shall mean any corporation more than 50% of whose stock having general voting power is owned by the Corporation or by a Subsidiary of the Corporation.

3. Administration.

3.1 The Plan shall be administered by the Committee.

3.2 The Committee may make such rules and establish such procedures for the administration of the Plan as it deems appropriate to carry out the purpose of the Plan. The interpretation and application of the Plan or of any rule or procedure, and any other matter relating to or necessary to the administration of the Plan, shall be determined by the Committee, and any such determination shall be final and binding on all persons. To the extent not prohibited by applicable laws, the Committee may delegate to other directors, officers or employees, as the Committee determines, such ministerial and discretionary duties with respect to the Plan as it sees fit.

3.3 The Corporation or the Committee may employ such legal counsel, consultants and agents as it may deem desirable for the administration of the Plan and may rely upon any advice or opinion received from any such counsel or consultant and any computation received from any such consultant or agent. No member of the Committee shall be liable for any act done or omitted to be done by such member, or by any other member of the Committee, in connection with the Plan, except for such member's own willful misconduct or as otherwise expressly provided by statute.

3.4 The Committee shall have the power to promulgate rules and other guidelines in connection with the performance of its obligations, powers and duties under the Plan, including its duty to administer and construe the Plan and any grants made under the Plan.

4. <u>Stock Available for Issuance; Capital Adjustments</u>.

4.1 As of the Effective Date and after giving effect to the Share Reserve Retirement, the aggregate maximum number of shares of Stock reserved for issuance under the Plan shall be 57,777, which number reflects the number of shares of Stock subject to Deferred Stock Units previously granted and outstanding under the Plan as of the Effective Date, subject to the adjustment provision set forth in Section 4.2 hereof.

4.2 In the event of a reorganization, recapitalization, stock split, reverse stock split, stock dividend, spin-off, split-up, combination of shares, merger, consolidation or a similar corporate transaction, the number, class or kind of shares of Stock or other securities represented by Deferred Stock Units credited and granted hereunder prior to the Effective Date, shall be proportionately adjusted in a manner deemed appropriate by the Committee to reflect any such event or transaction. Deferred Stock Units credited to an Eligible Director’s Account on or after the Effective Date shall be granted under and subject to the adjustment provisions of the Omnibus Plan.

5. Deferrals and Stock Awards.

5.1 Non-Cash Component of the Annual Fee.

(a) Mandatory Deferral. The non-cash component of the Annual Fee for a given calendar year shall automatically be credited to the Account of an Eligible Director in the form of Deferred Stock Units on the date such Annual Fee would otherwise have been paid to the Eligible Director, unless the Eligible Director has achieved the Stock Ownership Guideline (determined as of November 30 of the preceding calendar year).

(b) Stock Awards in Lieu of Mandatory Deferral. If the Eligible Director has achieved the Stock Ownership Guideline for a given calendar year, then the non-cash component of the Annual Fee payable for the services to be rendered by the Eligible Director in the calendar year immediately following the calendar year in which the Stock Ownership Guideline has been achieved, shall be paid directly to the Eligible Director in the form of a Stock Award on the date such Annual Fee would otherwise have been paid to the Eligible Director, unless the Eligible Director has elected to defer such non-cash component of such Annual Fee in accordance with Section 5.2 hereof.

5.2 Deferral Election of Optional Amount. Except as provided under Section 5.3 below, each Eligible Director shall be entitled to elect to defer, with respect to each calendar year during the term of this Plan, (i) such portion of the non-cash component of the Annual Fee described in Section 5.1(b), if applicable, (ii) any portion of the cash component of the Annual Fee, and (iii) such portion of any Board Meeting Fee, Committee Meeting Fee, and Chair Fee, if applicable, under the Plan. Such election shall be made and submitted on or before December 31 of the calendar year prior to the calendar year in which the applicable Eligible Director fees are to be earned on such form as shall be determined from time to time by the Committee, which the Committee may provide is a continuing deferral election. The Optional Amount shall automatically be credited to the Account of each Eligible Director on the date such Optional Amount would otherwise have been paid to the Eligible Director and in the manner elected pursuant to Section 5.5 below.

5.3 First Year of Eligibility. Notwithstanding anything to the contrary herein, and unless otherwise determined by the Committee, with respect to Board fees to be paid to an Eligible Director in the same calendar year in which the Eligible Director is first eligible to participate in the Plan, (a) the non-cash component of the Annual Fee for such calendar year shall automatically be credited to the Account of an Eligible Director in the form of Deferred Stock Units on the date such Annual Fee would otherwise have been paid to the Eligible Director, regardless of whether the Eligible Director has achieved the Stock Ownership Guideline; and (b) to the extent permitted under Section 409A and in accordance with the terms of the Plan, the Eligible Director may elect to defer the cash component of the Annual Fee and any applicable Board Meeting Fee, Committee Meeting Fee or Chair Fee, if applicable, that relate to services to be performed after the date of such election, provided that such election is made no later than thirty (30) days after the Eligible Director becomes eligible to participate in the Plan. Unless otherwise determined by the Committee, any election made by an Eligible Director pursuant to this Section 5.3(b) shall be made by the time the Eligible Director commences service with the Company. Further, (i) any Deferred Stock Units so elected by the Eligible Director shall be approved by the Committee, and (ii) in the event that an Eligible Director fails to specify whether or not any cash payable to such Eligible Director should be deferred in accordance with this Section 5.3(b), such cash amounts shall not be deferred and shall be paid to the Eligible Director in accordance with the Company's regular schedule for payment of Board fees.

5.4 Calculation of Number of Shares of Stock or Deferred Stock Units. The calculation of the number of shares of Stock to be issued or Deferred Stock Units to be granted pursuant to Section 5.1, 5.2 and/or 5.3 above, as applicable, shall be determined by dividing the cash or non-cash portion of the Annual Fee, as the case may be, by the Fair Market Value on the date such cash or non-cash portion would otherwise have been paid to the Eligible Director or credited to the Eligible Director's Account), and by rounding up to the nearest whole share of Stock. For purposes of the foregoing and unless otherwise determined by the Committee, any Stock Awards to be issued or Deferred Stock Units to be granted pursuant to Sections 5.1 or 5.2 above shall be granted on the date of the annual meeting of the Corporation's stockholders for the given calendar year and any Deferred Stock Units to be granted pursuant to Section 5.3 shall be granted on the date the Eligible Director commences service on the Board.

5.5 Investment Election of Optional Amounts. The Eligible Director may elect to have Optional Amounts, if any, credited in Deferred Stock Units or deemed to be invested in the Investment Fund, provided that once the Eligible Director makes such investment election for such year's deferrals, the election may not be changed.

5.6 Dividends on Deferred Stock Units. As of each dividend payment date declared with respect to the Stock, the Corporation shall credit to each Account an amount equal to (i) the product of (x) the dividend per share of Stock payable on such dividend payment date and (y) the number of Deferred Stock Units credited to such Eligible Director's Account as of the applicable dividend record date. All dividends shall be credited to and deemed to be invested in the Investment Fund. All amounts credited to an Eligible Director's Account resulting from the crediting of dividends shall be paid in cash following termination of service as an Eligible Director in accordance with the payment provisions in Section 6 below.

6. Payment of Account.

6.1 Following the termination of service of an Eligible Director, the Eligible Director shall receive payment of his or her Account in the manner provided in this Section 6. The amount credited to the Investment Fund shall be paid in cash and the amount credited as Deferred Stock Units shall be paid in a combination of whole shares of Stock and cash for any fractional Deferred Stock Units held by an Eligible Director, converted using the closing price of a share of Stock on the date of distribution.

6.2 The Account shall be paid in a lump sum or in five substantially equal annual installments following the Eligible Director's termination of service, with payments made or commencing by the thirtieth (30th) day following such termination, in accordance with the Eligible Director's election on a form provided by the Committee at or prior to the time the Eligible Director commences participation in the Plan, or at such other time as may be permitted by Section 409A and the Committee. Notwithstanding the foregoing, if an Eligible Director who elected to have his or her Account paid in five substantially equal annual installments dies prior to receiving all annual installments, the sum of all remaining installments shall automatically be distributed within sixty (60) days following the Eligible Director's date of death or within such longer period as may be permitted under Section 409A. In the event and to the extent that an Eligible Director fails to specify the form of payment of the Account at or prior to such Eligible Director’s commencement of service with the Company or at such other time as may be permitted by Section 409A and the Committee, payment of the Account shall be made in a lump sum.

6.3 An Eligible Director may, not less than twelve (12) months prior to termination of service, elect to change the method of payment of the Account, provided that (i) only one such change is permitted and after such election change, the election is irrevocable, (ii) the payment date for the Account will be deferred for five (5) years, and (iii) the election shall not become effective for twelve (12) months. The change of election shall be made on a form provided by the Committee.

6.4 The holder of Deferred Stock Units shall have none of the rights of a stockholder of the Corporation.

7. <u>Term of Plan</u>.

The Plan shall remain in effect until all amounts have been paid under the terms of the Plan, unless earlier terminated by the Board in compliance with Section 409A.

8. <u>Amendment; Termination</u>.

Subject to Section 409A, the Board may at any time and from time to time alter, amend, suspend, or terminate the Plan in whole or in part. The termination or any modification or amendment of the Plan shall not, without the consent of the Eligible Director, affect his or her rights under any Deferred Stock Units granted hereunder or reduce the benefits that have accrued prior to the date of such action.

9. <u>Miscellaneous.</u>

9.1 The Eligible Director's Account and Deferred Stock Units granted or credited hereunder shall not be assignable or transferable by the Eligible Director, except by will or by the laws of descent and distribution, and further shall not be pledged, encumbered or subject in any manner to alienation or anticipation.

9.2 Nothing in the Plan shall be construed as conferring any right upon any Eligible Director to continue as a member of the Board.

9.3 The Plan and all rights hereunder shall be construed in accordance with and governed by the laws of the State of Delaware.

9.4 The Corporation shall have the right to require, prior to any payment hereunder, payment by the recipient of any federal, state, local or other taxes which may be required to be withheld or paid in connection with such payment hereunder.

9.5 An Eligible Director shall be an unsecured creditor of the Corporation with respect to benefits under the Plan. The Corporation's obligations under the Plan, and under the Omnibus Plan, if applicable (i) with respect to Deferred Stock Units shall be an unsecured promise to distribute shares of Stock (and cash, if applicable) at the times described herein, and (ii) with respect to the Investment Fund shall be an unsecured promise to make cash payments at the times described herein.

9.6 An Eligible Director who is a foreign national or resident or employed outside the United States, or both, may participate in the Plan on such terms and conditions different from those applicable to Eligible Directors who are not foreign nationals or residents or who are employed in the United States as may, in the judgment of the Committee, be necessary or desirable in order to recognize differences in local law, regulations or tax policy.

9.7 The Plan is intended to satisfy, or to be excluded from, the requirements of Section 409A and the Committee shall have the discretion to interpret, construe and administer the Plan in a manner consistent with such intent. For purposes of Section 409A, an Eligible Director's right to receive any installment payments shall be treated as a right to receive a series of separate and distinct payments. An Eligible Director shall not be considered to have terminated the Eligible Director's service on the Board until the Eligible Director has incurred a "separation from service" as defined in Section 409A. Notwithstanding any provision in the Plan to the contrary, if at the time of an Eligible Director's separation from service the Eligible Director is a "specified employee" as defined under Section 409A, then any payment under this Plan that is considered "nonqualified deferred compensation" subject to Section 409A that is payable on account of the Eligible Director's separation from service shall be delayed until the date which is the earlier of (i) the expiration of six (6) months following the date of the Eligible Director's separation from service, and (ii) the date of the Eligible Director's death, at which time all payments delayed pursuant to this paragraph shall be paid to the Eligible Director in a lump sum, and any remaining payments due under this Plan shall be paid or provided in accordance with the normal payment dates specified for them in this Plan or applicable election form.

EXHIBIT 31(a)

I, Neil M. Ashe, certify that:

1. I have reviewed this report on Form 10-Q of Acuity Brands, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's first fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: January 7, 2022

/s/ Neil M. Ashe

Neil M. Ashe
Chairman, President and Chief Executive Officer

[A signed original of this written statement required by Section 302 of the Sarbanes-Oxley Act has been provided to Acuity Brands, Inc., and will be retained by Acuity Brands, Inc., and furnished to the Securities and Exchange Commission or its staff upon request.]

EXHIBIT 31(b)

I, Karen J. Holcom, certify that:

1. I have reviewed this report on Form 10-Q of Acuity Brands, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's first fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: January 7, 2022

/s/ Karen J. Holcom

Karen J. Holcom
Senior Vice President and Chief Financial Officer

[A signed original of this written statement required by Section 302 of the Sarbanes-Oxley Act has been provided to Acuity Brands, Inc., and will be retained by Acuity Brands, Inc., and furnished to the Securities and Exchange Commission or its staff upon request.]

EXHIBIT 32(a)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE
SARBANES-OXLEY ACT OF 2002**

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and in connection with the Quarterly Report on Form 10-Q of Acuity Brands, Inc. (the "Corporation") for the quarter ended November 30, 2021, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, the Chairman, President and Chief Executive Officer of the Corporation, certifies that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Corporation.

/s/ Neil M. Ashe

Neil M. Ashe
Chairman, President and Chief Executive Officer
January 7, 2022

[A signed original of this written statement required by Section 906 has been provided to Acuity Brands, Inc., and will be retained by Acuity Brands, Inc., and furnished to the Securities and Exchange Commission or its staff upon request.]

EXHIBIT 32(b)

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE
SARBANES-OXLEY ACT OF 2002

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and in connection with the Quarterly Report on Form 10-Q of Acuity Brands, Inc. (the “Corporation”) for the quarter ended November 30, 2021, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), the undersigned, the Senior Vice President and Chief Financial Officer of the Corporation, certifies that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Corporation.

/s/ Karen J. Holcom

Karen J. Holcom
Senior Vice President and Chief Financial Officer
January 7, 2022

[A signed original of this written statement required by Section 906 has been provided to Acuity Brands, Inc., and will be retained by Acuity Brands, Inc., and furnished to the Securities and Exchange Commission or its staff upon request.]